AI-27265 **2.A.**

Intradepartmental Transfer Co Wide (1100)

CC CONSENT

Date:	06/28/2011
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Wide Adm (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-415-00-115-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

899 - -> 334 = $686.28

Available funds as of 6/24/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2011 09:46 AM	APRV
2	Norma Silva	Norma Silva	06/24/2011 11:30 AM	APRV
3	Auditor's Office	Arcilia Duran	06/24/2011 11:45 AM	APRV

Form Started By: Perla Lopez — Started On: 06/24/2011 09:34 AM

Final Approval Date: 06/24/2011

DATE: **June 28, 2011**

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Budget & Management for Co Wide Adm (1100)**

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

SUBJECT: **Intra Department Transfer**

AI - 27265

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**
899	Co Wide Adm - Contingency	**334**	Co Wide Adm - Arch & Eng Srv	**686.28**
			TOTAL	**686.28**

REASON: **Transfer to cover invoices from Dannenbaum Environmental for services on Eyhorn Subdivision 1 & 2.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-27257 **2.B.**

WATER COOLER RENTAL

CC CONSENT

Date: 06/28/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Master Court I (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-031-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 6-23-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/23/2011 01:28 PM	APRV
2	JC Carreon	JC Carreon	06/23/2011 02:24 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:19 PM	APRV

Form Started By: Angela Garcia Started On: 06/23/2011 11:23 AM

Final Approval Date: 06/23/2011

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: 06/23/11

DEPARTMENT HEAD: JOHN RIVERA

DEPARTMENT NAME: MASTER COURT I

ACCOUNT NUMBER: 1-1100-412-00-031-001-0-XXX

CONTACT PERSON: ANGELA GARCIA PHONE: 292-7025

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
631	BOTTLED WATER	442	VEH. & EQUIP. RENTAL	50.00
			TOTAL	50.00

REASON: RENTAL OF WATER COOLER MACHINE TO COVER 2010 & 2011 INVOICES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-27158 **2.C.**

County Treasurer

CC CONSENT

Date:	06/28/2011
Submitted By:	Fred Zamarripa, TREASURER'S OFFICE
Submitted For:	Norma Garcia
Department:	TREASURER'S OFFICE
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Treasurer (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-16-150-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-23-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2011 03:14 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/23/2011 03:26 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:21 PM	APRV

Form Started By: Fred Zamarripa Started On: 06/16/2011 02:12 PM

Final Approval Date: 06/23/2011

Date: June 28, 2011
Department Head: Norma G. Garcia
Department Name: Treasurer's Office
Account Number: -1100-415-16-150-001-0-

Subject: Budget Line-Item Transfer(s)

Honorable commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT NUMBER	ACCOUNT (OBJECT) NAME		OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
601	Office & Computer Supplies	- - >	431	Repair & Maint. Service	108.00
		- - >			
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				TOTAL	108.00

Reason:
To cover service change and battery replacement for departments security alarm system.

Norma G. Garcia
Hidalgo County Treasurer

Approved Commissioners' Court

Date

Attest County Clerk

AI-27234 **2.D.**

Elections Dept- LIT

CC CONSENT

Date: 06/28/2011
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:

581 --> 583 $5,000.00
Available balance as of 06/22/11

Attachments

Link: Elections Dept- LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 02:30 PM	APRV
2	Ana Galvan	Anna Galvan	06/23/2011 11:40 AM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:23 PM	APRV

Form Started By: Veronica Lopez
Started On: 06/22/2011 02:15 PM

Final Approval Date: 06/23/2011

DATE: **June 14, 2011**

2011
Transfer

AI- 27234

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**
581	Elections Dept- Travel In County	583	Elections Dept- Travel Out 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-27230 **2.E.**

Intradepartmental Line Item Transfer

CC CONSENT

Date: 06/28/2011
Submitted By: Irma Castillo, PLANNING DEPT.
Submitted For: Irma Castillo
Department: PLANNING DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-23-11

Attachments

Link: LIT062811

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 02:28 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/23/2011 03:30 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:25 PM	APRV

Form Started By: Irma Castillo Started On: 06/22/2011 01:10 PM

Final Approval Date: 06/23/2011

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

HIDALGO COUNTY

PLANNING DEPT.

DATE: June 16, 2011

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

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 1-1100-419-10-210-001-0.__,

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-419-10-210-001-0-672	Equip & Veh R&M Supplies	→	1-1100-419-10-210-001-0-601	Office & Computer Supplies	$37.60
1-1100-419-10-210-001-0-540	Advertising	→	1-1100-419-10-210-001-0-601	Office & Computer Supplies	$8.04
1-1100-419-10-210-001-0-583	Travel Out of County	→	1-1100-419-10-210-001-0-601	Office & Computer Supplies	$269.36
1-1100-419-10-210-001-0-855	Late Fees, Penalties, & Finance Charges	→	1-1100-419-10-210-001-0-601	Office & Computer Supplies	$80.00
1-1100-419-10-210-001-0-550	Printing & Binding	→	1-1100-419-10-210-001-0-601	Office & Computer Supplies	$505.00
					$900.00

Reason: Monies in Office Supplies account is running low.

_____
Department Head Signature

_____ _____ ___/___/___ _____
Approved Commissioners' Court Date Attest County Clerk

LIT062811

AI-27218 **2.F.**

transfer

CC CONSENT

Date:	06/28/2011
Submitted By:	David Sinder, INDIGENT DEFENSE
Submitted For:	David Sinder
Department:	INDIGENT DEFENSE
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Indigent Defense (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-009-003-0-XXX

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

BUDGETARY IMPACT:

532-->810 - $ 50.00; Funding available as of 6/23/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 02:22 PM	APRV
2	Norma Silva	Norma Silva	06/23/2011 01:27 PM	APRV
3	Auditor's Office	Angela Garcia	06/23/2011 01:52 PM	APRV
4	Norma Silva	Norma Silva	06/23/2011 04:23 PM	APRV

Form Started By: David Sinder Started On: 06/22/2011 08:36 AM

Final Approval Date: 06/23/2011

DATE: June 28, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Indigent Defense

ACCOUNT NUMBER: 1-1100-412-00-009-003-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
532	WIRELESS DEVICES	810	DUES & MEMBERSHIPS	50.00
			TOTAL	**50.00**

REASON:
To fund membership dues.

_____ ____/____/____

DEPARTMENT HEAD SIGNATURE **DATE**

_____ _____

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-27197 **2.G.**

Various transfer

CC CONSENT

Date: 06/28/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - DBM Health Benefits (2201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-2201-415-00-115-009-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 6-21-11 obj. 339 - $79,030.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/21/2011 01:20 PM	APRV
2	JC Carreon	JC Carreon	06/21/2011 01:58 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:27 PM	APRV

Form Started By: Angela Garcia Started On: 06/21/2011 09:13 AM

Final Approval Date: 06/23/2011

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: 06/21/11

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: DBM - HEALTH BENEFITS

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

CONTACT PERSON: ANGELA GARCIA PHONE: 292-7025

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
339	OTHER PROF. SERVICES	743	OFFICE FURN. & EQUIP.	2,200.00
339	OTHER PROF. SERVICES	667	MINOR SOFTWARE	800.00
339	OTHER PROF. SERVICES	745	COMPUTER EQUIP.	1,500.00
339	OTHER PROF. SERVICES	550	PRINTING & BINDING	500.00
			TOTAL	5,000.00

REASON: PURCHASE FURNITURE, SOFTWARE, COMPUTERS, BUS. CARDS & ENVELOPES FOR DEPARTMENT PERSONNEL.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-27242 **2.H.**

Line Item Transfer General Litigation

CC CONSENT

Date: 06/28/2011
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - General Litigation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-415-30-125-006-0-339
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
available balance as of 06/22/11.

339-->333; $60,000.00

Attachments

Link: Intradept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/23/2011 08:39 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/23/2011 03:26 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:33 PM	APRV

Form Started By: Rolando Garcia
Started On: 06/22/2011 04:09 PM

Final Approval Date: 06/23/2011

DATE: **June 27, 2011**

2011
Transfer

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Budget & Management for General Litigation (1100)**

ACCOUNT NUMBER: **1-1100-415-30-125-006-0-33X**

SUBJECT: **Intra Department Transfer**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
339	GENERAL LITIGATION-OTHER PROF SRV	**333**	GENERAL LITIGATION-LEGAL SERVICES	**60,000.00**
			TOTAL	**60,000.00**

REASON: **Transfer needed to cover anticipated expenditures**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-27215 **2.I.**

Human Services Division

CC CONSENT

Date:	06/28/2011
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-23-11

Attachments

Link: line item transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 09:24 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/23/2011 03:29 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:35 PM	APRV

Form Started By: Dairen Sarmiento Started On: 06/21/2011 04:21 PM

Final Approval Date: 06/23/2011

DATE: 6-28-11
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: ***HUMAN SERVICES***
ACCOUNT NUMBER: 1-1100-444-00-240-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

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

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
581	travel in county	603	educational supplies	$ 2,000.00
583	travel out of county	603	educational supplies	$ 2,000.00

reason:

to purchase education supplies for health fairs that we attend to promote CIHCP

TOTAL $ 4,000.00

Dairen Sarmiento
Department Head Signature

Date

Approved Commissioners' Court

Date

Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-27200 **2.J.**

TB Elimination CY 11 Line Item Transfer - Program 011

CC CONSENT

Date:	06/28/2011
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. #: 1-1293-441-00-340-011-0-260

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 06/23/2011.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/21/2011 01:23 PM	APRV
2	Ana Galvan	Anna Galvan	06/23/2011 01:57 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 02:02 PM	APRV

Form Started By: Mike Escaname

Started On: 06/21/2011 09:59 AM

Final Approval Date: 06/23/2011

Date: June 21, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-011-0-XXX - TDH T.B. ELIM
Subject: Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
1-1293-441-00-340-011-0-260	WORKERS' COMP	1-1293-441-00-340-011-0-601	OFFICE & COMPUTER SUPPLIES
1-1293-441-00-340-011-0-260	WORKERS' COMP	1-1293-441-00-340-011-0-603	EDUCATION/INSTRUCTIONAL SUPPLIES
			Amount

Reason: Line item transfer needed to place money in proper object code;
To cover anticipated grant expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AMOUNT
$4,627.00
$4,627.00
$ 9,254.00

AI-27182 **2.K.**

Immunization FY 11 Line Item Transfer

CC CONSENT

Date: 06/28/2011
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. #: 1-1293-441-00-340-012-1-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/20/2011 09:47 AM	APRV
2	Norma Silva	Norma Silva	06/22/2011 10:15 AM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 01:58 PM	APRV

Form Started By: Mike Escaname Started On: 06/20/2011 09:19 AM

Final Approval Date: 06/23/2011

Date: June 20, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-012-1-
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
1-1293-441-00-340-012-1-604	MEDICAL & LAB SUPPLIES	1-1293-441-00-340-012-1-603	EDU./INSTRUCTIONAL	$10,000.00
1-1293-441-00-340-012-1-604	MEDICAL & LAB SUPPLIES	1-1293-441-00-340-012-1-601	OFFICE & COMPUTER SUPPLIES	$15,000.00
1-1293-441-00-340-012-1-604	MEDICAL & LAB SUPPLIES	1-1293-441-00-340-012-1-550	PRINTING & BINDING	$ 2,260.00
1-1293-441-00-340-012-1-664	OTHER MINOR EQUIPMENT	1-1293-441-00-340-012-1-665	MINOR COMPUTER EQUIPMENT	$ 350.00
			Amount	$ 27,610.00

Revenue Account
Amount Requested: $ 27,610.00

Reason: Line item transfer needed to fund anticipated fringes expenditures through 08/31/2011. Grant ends on 08/31/2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-27191 **2.L.**

RLSS / LPHS FY 11 Line Item Transfer - Program 006

CC CONSENT

Date: 06/28/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1293-441-00-340-006-1-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/21/2011 01:17 PM	APRV
2	Norma Silva	Norma Silva	06/22/2011 10:50 AM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 03:30 PM	APRV

Form Started By: Mike Escaname
Started On: 06/20/2011 03:27 PM

Final Approval Date: 06/23/2011

Date: June 20, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-006-1-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-006-1-113	REG F/T EMPLOYEES	1-1293-441-00-340-006-1-601	OFFICE & COMPUTER SUPPLIES	$5,000.00
1-1293-441-00-340-006-1-113	REG F/T EMPLOYEES	1-1293-441-00-340-006-1-603	EDU./INSTRUCTIONAL SUPPLIES	$5,000.00
			Amount	$ 10,000.00

Revenue Account
Amount Requested: $ 10,000.00

Reason: Line item transfer needed to cover anticipated expenditures through the end of the grant period 08/31/11. Surplus monies are available in Salaries account.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-27187 **2.M.**

Health Clinics Line Item Transfer - Program 003

CC CONSENT

Date: 06/28/2011
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. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available account balance as of 6-21-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/21/2011 01:16 PM	APRV
2	JC Carreon	JC Carreon	06/21/2011 02:00 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 03:31 PM	APRV

Form Started By: Mike Escaname Started On: 06/20/2011 01:26 PM

Final Approval Date: 06/23/2011

Date: June 20, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-003-0 CLINICS
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
1-1100-441-00-340-003-0-331	HEALTH CLINICS-PHYSICIAN S	1-1100-441-00-340-003-0-442	HEALTH CLINICS-EQUIP&VEH	$ 200.00
1-1100-441-00-340-003-0-331	HEALTH CLINICS-PHYSICIAN S	1-1100-441-00-340-003-0-661	HEALTH CLINICS-MINOR OFFI	$ 963.70
1-1100-441-00-340-003-0-331	HEALTH CLINICS-PHYSICIAN S	1-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & C	$ 3,036.30
			Amount	$ 4,200.00

Revenue Account
Amount Requested: $ 4,200.00

Reason: Funds needed in proper object code to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-27185 **2.N.**

PHER FY 11 Line Item Transfer

CC CONSENT

Date: 06/28/2011
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. #: 1-1293-441-00-340-042-1-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/21/2011 01:16 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/23/2011 04:20 PM	APRV
3	Auditor's Office	Arcilia Duran	06/24/2011 09:14 AM	APRV

Form Started By: Mike Escaname Started On: 06/20/2011 11:00 AM

Final Approval Date: 06/24/2011

Date: June 20, 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
1-1293-441-00-340-042-1-743	PPCPS/PHER-OFFICE FURNIT	1-1293-441-00-340-042-1-748	PPCPS/PHER-OTHER EQUIPM	$1,351.15
1-1293-441-00-340-042-1-604	PPCPS/PHER-MEDICAL & LAB	1-1293-441-00-340-042-1-619	PPCPS/PHER-OTHER MISC SU	$1,000.00
1-1293-441-00-340-042-1-604	PPCPS/PHER-MEDICAL & LAB	1-1293-441-00-340-042-1-603	PPCPS/PHER-EDUCATION/INS	$ 7,000.00
1-1293-441-00-340-042-1-626	PPCPS/PHER-GASOLINE/DIES	1-1293-441-00-340-042-1-603	PPCPS/PHER-EDUCATION/INS	$ 6,000.00
			Amount	$ 15,351.15

Revenue Account
Amount Requested: $ 15,351.15

Reason: Line item transfer needed in proper object code to fund anticipated expenditures.
Grant ends 07/31/11.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-27176 **2.O.**

Transfer

CC CONSENT

Date: 06/28/2011
Submitted By: IRENE CARDENAS, J.P. 1, 2
Department: J.P. 1, 2
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

2011 - J.P. Pct. 1, Pl. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-062-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 06/23/2011.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/20/2011 09:42 AM	APRV
2	Ana Galvan	Anna Galvan	06/23/2011 11:38 AM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 01:55 PM	APRV

Form Started By: IRENE CARDENAS Started On: 06/17/2011 01:59 PM

Final Approval Date: 06/23/2011

INTRADEPARTMENTAL TRANSFER

DATE: June 17, 2011

DEPARTMENT HEAD: Jesus E. Morales

DEPARTMENT NAME: Justice of the Peace Precint 1 Place 2

ACCOUNT NUMBER: 1-1100-412-00-062-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		**TO:**	
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**
442	Equipment & Vehicle Rental	780	Capital Leases
601	Office & Computer Supplies	780	Capital Leases
			TOTAL

REASON: Transfer funds for 48-month lease on Copier Agreement for Ricoh Aficio MP 3351 Copier.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CL

INTRADEPARTMENTAL TRANSFER

ode,

AMOUNT
$369.40
$1,000.00
$1,369.40

_____
.ERK

AI-27231 **2.P.**

Line Item Transfer

CC CONSENT

Date: 06/28/2011
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 6-22-11

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/22/2011 02:19 PM	APRV
2	Budget & Management	Erika Zamora	06/22/2011 02:29 PM	APRV
3	JC Carreon	JC Carreon	06/22/2011 02:55 PM	APRV
4	Auditor's Office	Arcilia Duran	06/23/2011 05:43 PM	APRV

Form Started By: Myra Montoya Started On: 06/22/2011 01:13 PM

Final Approval Date: 06/23/2011

DATE: 6/21/2011

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	582- TRANSPORTATION OF DETAINEES	➔	1-1100-421-00-280-001-0	MAINTENANCE SUPPLIES BUILDINGS & OTHER STRUCTURES	$6,600.00
1-1100-421-00-280-001-0-	582- TRANSPORTATION OF DETAINEES		1-1100-421-00-280-001-0	748- OTHER EQUIPMENT	$2,900.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
			T O T A L		**$9,500.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR SPECIAL SERVICE BUREAU.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-27195 **2.Q.**

2011 - Adult Probation (1100)

CC CONSENT

Date: 06/28/2011
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-00-320-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-23-11

Attachments

Link: Fund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/21/2011 01:19 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/23/2011 03:28 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:44 PM	APRV

Form Started By: Diana Solis Started On: 06/21/2011 08:40 AM

Final Approval Date: 06/23/2011

DATE: June 17, 2011

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation

ACCOUNT NUMBER: 1-1100-423-00-320-001-0-

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) NAME	AMOUNT
1-1100-423-00-320-001-0-601	Office Supplies	→	1-1100-423-00-320-001-0-671	Repair & Maint. Supplies - Building	900.00
		→			0.00
		→			0.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		TOTAL			$900.00

REASON: To board up front department windows in case of hurricane

DEPARTMENT HEAD SIGNATURE

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

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

AI-27254 **2.R.**

2011 - Pct # 1 Sanitation (1100)

CC CONSENT

Date: 06/28/2011
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Interdepartmental Transfers

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 6/23/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/23/2011 10:06 AM	APRV
2	Norma Silva	Norma Silva	06/23/2011 04:04 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:47 PM	APRV

Form Started By: Robert Elizondo
Started On: 06/23/2011 09:24 AM

Final Approval Date: 06/23/2011

DATE: June 27, 2011 **MEETING REQUEST DATE:** June 28, 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	741	VEHICLES	1	-1100	-432	-00	-121	-001	-0	439	R&M SERVICES OTHER	9,475.00
1	-1100	-432	-00	-121	-001	-0	679	R&M SUPPLES OTHER	1	-1100	-432	-00	-121	-001	-0	439	R&M SERVICES OTHER	500.00
1	-1100	-432	-00	-121	-001	-0	671	BLDG & OTHER STRU.	1	-1100	-432	-00	-121	-001	-0	439	R&M SERVICES OTHER	1,000.00
1	-1100	-432	-00	-121	-001	-0	550	PRINTING & BINDING	1	-1100	-432	-00	-121	-001	-0	439	R&M SERVICES OTHER	1,000.00
1	-1100	-432	-00	-121	-001	-0	441	LAND & BLDG RENTLS	1	-1100	-432	-00	-121	-001	-0	439	R&M SERVICES OTHER	1,000.00
1	-1100	-432	-00	-121	-001	-0	441	LAND & BLDG RENTLS	1	-1100	-432	-00	-121	-001	-0	748	OTHER EQUIPMENT	1,000.00
																		13,975.00

REASON: NEEDED TO COVER FUTURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-27206 **2.S.**

Budget Line-Item Transfer for So. Tower CRC Department

CC CONSENT

Date:	06/28/2011
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 So.Tower CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-466-00-122-082-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $905.00 as of 6/21/2011
From 890 ----> 581 $400.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/21/2011 01:23 PM	APRV
2	Norma Silva	Norma Silva	06/23/2011 11:55 AM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:45 PM	APRV

Form Started By: Yolanda Cisneros Started On: 06/21/2011 11:08 AM

Final Approval Date: 06/23/2011

DATE: June 21, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 1-1100-466-00-122-082-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	581	IN-COUNTY TRAVEL	$400.00
			TOTAL	**$400.00**

REASON:
TO COVER AUTOMOBILE EXPENSE CLAIMS.

6/21/2011

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-27219 **2.T.**

Pct #3 Transfer

CC CONSENT

Date: 06/28/2011
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 6-22-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 09:24 AM	APRV
2	JC Carreon	JC Carreon	06/22/2011 10:06 AM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:37 PM	APRV

Form Started By: Norma Ceballos Started On: 06/22/2011 09:07 AM

Final Approval Date: 06/23/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: June 28, 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**	**664**	**Pct #3 Sanitation- Other Minor Equip**	**$ 2,000.00**
890	**Pct #3 Sanitation - Other**	**679**	**Pct #3 Sanitation- Other R&M Supplies**	**$ 3,000.00**
			TOTAL	**$ 5,000.00**

REASON: To cover expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27245 **2.U.**

Pct #3 Transfer

CC CONSENT

Date: 06/28/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Cowboys Rd. (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1280-431-00-123-960-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 06/23/2011.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/23/2011 08:43 AM	APRV
2	Ana Galvan	Anna Galvan	06/24/2011 08:39 AM	APRV
3	Auditor's Office	Arcilia Duran	06/24/2011 09:12 AM	APRV

Form Started By: Norma Ceballos
Started On: 06/22/2011 04:24 PM

Final Approval Date: 06/24/2011

INTRADEPARTMENTAL TRANSFER

DATE: June 28, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1280-431-00-123-960-0-XXX - Cowboys Road

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
433	Road & Bridge R & M Services	673	Road & Bridge R & M Supplies	$ 2,870.29
			TOTAL	**$ 2,870.29**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27244 **2.V.**

Pct #3 Transfer

CC CONSENT

Date: 06/28/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Puerto Rico Rd. (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-123-955-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 6-23-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/23/2011 08:42 AM	APRV
2	JC Carreon	JC Carreon	06/23/2011 11:06 AM	APRV
3	Auditor's Office	Arcilia Duran	06/24/2011 09:12 AM	APRV

Form Started By: Norma Ceballos Started On: 06/22/2011 04:13 PM

Final Approval Date: 06/24/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: June 28, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1280-431-00-123-955-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
433	Pct 3-37--0594 - Puerto Rico Rd. R&M Srv	673	Pct 3-37--0594 - Puerto Rico Rd.R&M Supplies	$ 3,659.81
			TOTAL	**$ 3,659.81**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27220 **2.W.**

Pct #3 Transfer

CC CONSENT

Date: 06/28/2011
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:

Funds available as of 06/23/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 09:25 AM	APRV
2	Ana Galvan	Anna Galvan	06/23/2011 04:04 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:40 PM	APRV
4	Dina Trevino	Erika Zamora	06/24/2011 08:38 AM	APRV

Form Started By: Norma Ceballos
Started On: 06/22/2011 09:10 AM

Final Approval Date: 06/24/2011

INTRADEPARTMENTAL TRANSFER

DATE: June 28, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3

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

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
739	Other Stuctures	619	Other Miscellaneous Supplies
748	Other Equipment	619	Other Miscellaneous Supplies

TOTAL

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC

APPROVED COMMISSIONERS' COURT

ATTEST COUNT

INTRADEPARTMENTAL TRANSFER

›vernment Code,

AMOUNT	
$	2,000.00
$	5,000.00
$	**7,000.00**

DATE

'Y CLERK

AI-27235 **2.X.**

Pct 4 Road Maintance (1200)

CC CONSENT

Date: 06/28/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #4 Road Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

731-->619 - $ 1,000.00; Funding available as of 6/23/11.
731-->739 - $ 6,001.00; Funding available as of 6/23/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 02:30 PM	APRV
2	Norma Silva	Norma Silva	06/23/2011 01:50 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:41 PM	APRV

Form Started By: Jr. Munoz Started On: 06/22/2011 02:17 PM

Final Approval Date: 06/23/2011

DATE: 06/27/11 **AI#**

DEPARTMENT HEAD: Joseph Palacios, Commissioner

DEPARTMENT NAME: Hidalgo County Pct. #4 - Rd Maint

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
731	Roads	619	Other Misc Supplies	1,000.00
731	Roads	739	Other Structures	6,000.00
				-
				-
				-
				-
				-
				-
			TOTAL	7,000.00

REASON: Transfer for day to day operation.

DEPARTMENT HEAD SIGNATURE

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

AI-27188 **2.Y.**

Pct. Administration (1200)

CC CONSENT

Date: 06/28/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #4 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-124-005-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 06/23/2011.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/21/2011 01:17 PM	APRV
2	Ana Galvan	Anna Galvan	06/23/2011 01:35 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 02:00 PM	APRV

Form Started By: Jr. Munoz
Started On: 06/20/2011 02:07 PM

Final Approval Date: 06/23/2011

DATE: June 17, 2011 **AI#** _____

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

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

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
665	Minor Computer Equipment	601	Office & Computer Supplies	241.68
665	Minor Computer Equipment	745	Computer Equipment	834.32
661	Minor Office Furniture & Equipment	601	Office & Computer Supplies	166.28
			TOTAL	1,242.28

REASON: To cover expected expenses.

_____

DEPARTMENT HEAD SIGNATURE

_____ ____/____/____ _____

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

AI-27193 **3.A.**

Pct. 1 2011 Interdept Transfer from TXDOT- FM 493 (US 83-M10N) to FM 88 (1315)

CC CONSENT

Date:	06/28/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #1 TXDOT (1315):
Approval of 2011 interdepartmental transfer within Pct. 1 TXDOT from FM493 (US83-Mile 10N), program #043, to FM 88, program #037, in the amount of $15,000.00 to fund project expenditures.

BACKGROUND

As requested by Noe Montez, Pct. 1, transfer is to fund legal fees for eminent domain cases in relation to the FM 88 TXDOT project.

Fiscal Impact

FISCAL YEAR:	2011	ACCT. #:	1-1315-431-00-121-0XX-0-841
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

program #043 --> program #037 in the amount of $15,000.00; funds available as of 6-21-11.

Attachments

Link: Pct. 1 TXDOT FM 88 interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	06/22/2011 09:41 AM	APRV
2	Budget & Management	Erika Zamora	06/22/2011 11:53 AM	APRV
3	Erika Zamora	Erika Zamora	06/23/2011 03:44 PM	APRV
4	Auditor's Office	Arcilia Duran	06/24/2011 09:21 AM	APRV

Form Started By: Ivan Cantu — Started On: 06/21/2011 08:21 AM

Final Approval Date: 06/24/2011

DATE: June 28, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011

Interdepartmental Transfer

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

ACCOUNT NUMBER: 1-1315-431-00-121-0XX-0-841

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1315-431-00-121-043-0- 841	TXDOT-FM 493(US83-Mile 10N)-	Aid to Govt. Agency	(15,000.00)
TO:			
1-1315-431-00-121-037-0- 841	TXDOT-FM 88-	Aid to Govt. Agency	15,000.00

AI-27169 **3.B.**

Inter Departmental Transfer from El Charro #2 back into Rd Maintenance
CC CONSENT

Date:	06/28/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #2 Road Maintenance (1200):
1. Approval of 2011 interdepartmental transfer within Precinct #2 fund (1200) from Border Colonia Access Program El Charro #2 (program 240) to Tower Road (Moore-Balli) Project (program 027) in the amount of $323.46 due to completion of project.

2. Approval of 2011 interdepartmental transfer within Precinct #2 fund (1200) from Road Maintenance (program 006) to Tower Road (Moore-Balli) Project (program 027) in the amount of $60,000.00 for project expenditures.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
Funding available as of 06/17/2011
From (program 240) 731 -----> (program 027) 731 $323.46

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

BUDGETARY IMPACT:
Funding available as of 06/17/2011
From (program 006) 890 -----> (program 027) 731 $60,000

Attachments

Link: A. Inter Dept. Transfer
Link: B. Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/20/2011 09:41 AM	APRV

2	Roland Garcia	Rolando Garcia	06/22/2011 01:47 PM	APRV
3	Auditor's Office	Arcilia Duran	06/24/2011 09:20 AM	APRV

Form Started By: Yolanda Cisneros

Started On: 06/16/2011 05:59 PM

Final Approval Date: 06/24/2011

DATE: June 17, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road Maintenance Departments

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

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1200-431-00-122-240-0-731	PCT2 EL CHARRO #2 - ROADS	($323.46)
TO		
1-1200-431-00-122-027-0-731	PCT2 TOWER RD (MOORE - BALLI) ROADS	$323.46
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from EL CHARRO #2 into TOWER ROAD (Moore Balli) to cover expected expenditures for project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

DATE: June 17, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Rd Maintenance & Administration

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

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1200-431-00-122-006-0-890	PCT.2 ROAD MAINTENANCE - OTHER	($60,000.00)
TO		
1-1200-431-00-122-027-0-731	PCT.2 TOWER RD (MOORE - BALLI) - ROADS	$60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT 2 RD MAINTENANCE into TOWER RD (MOORE - BALLI) PROJECT for expenditures for the continued operation of the department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-27168 **3.C.**

Inter Departarmental Transfer for Tower Road Phase II Project
CC CONSENT

Date:	06/28/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Hector Palacios
Department:	COMM. PCT. #2
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #2 Road Maint. (1200):
Approval of 2011 interdepartmental transfer within Precinct #2 fund (1200) from Rd Maintenance (program 006) to Pct. 2 Tower Road (Owassa-Sioux) Project (program 049) in the amount of $275,000.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available in the amount of $427,843.91 as of 06/16/2011
From (program 006) 890 -----> (program 049) 731 $275,000.00

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2011 08:24 AM	APRV
2	Roland Garcia	Rolando Garcia	06/22/2011 01:36 PM	APRV
3	Auditor's Office	Arcilia Duran	06/24/2011 09:17 AM	APRV

Form Started By: Yolanda Cisneros Started On: 06/16/2011 05:51 PM

Final Approval Date: 06/24/2011

DATE: June 16, 2007

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road Maintenance Departments

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

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1200-431-00-122-006-0-890	PCT. 2 RD MAINTENANCE - OTHER	($275,000.00)
TO		
1-1200-431-00-122-049-0-731	PCT2 TOWER RD (OWASSA - SIOUX) ROADS	$275,000.00
	A1	
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from ROAD MAINTENANCE into TOWER ROAD (OWASSA -SIOUX) to cover expected expenditures for project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-27204 **3.D.**

Interdepartmental Transfer - Pct. #3 C.O. 2010 A&B (1342)

CC CONSENT

Date:	06/28/2011
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #3 CO 2010 A&B (1342):
Approval of 2011 interdepartmental transfer from C.O. 2010 A&B Precinct #3 Admin Facility to C.O. 2010 A&B Precinct #3 Mile 2 Rd (Moorefield Rd to La Homa Rd) in the total amount of $637,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1342-431-00-123-089-0-720
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Available funds as of 6/21/11.

Attachments

Link: TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	06/23/2011 08:57 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/23/2011 10:05 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/23/2011 11:29 AM	APRV
4	Auditor's Office	Arcilia Duran	06/24/2011 09:23 AM	APRV

Form Started By: Perla Lopez
Started On: 06/21/2011 10:46 AM

Final Approval Date: 06/24/2011

INTER-DEPARTMENTAL TRANSFER

DATE: June 28, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management for Pct. #3 C.O. 2010 A&B (1342)

ACCOUNT NUMBER: 1-1342-431-00-123-0XX-0-7XX

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

AI - 27204

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
1-1342-431-00-123-089-0-720	C.O. 2010A&B - Pct 3 Admin Facility - Buildings	(637,000.00)
TO:		
1-1342-431-00-123-094-0-731	C.O. 2010A&B - Pct 3 Mile 2 (Moorefield Rd to La Homa Rd) - Roads	637,000.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund engineering and construction costs to Mile 2 (Moorefield Rd to La Homa Rd).

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-27199 **4.A.**

Pct #3 Transfer

CC CONSENT

Date:	06/28/2011
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Interfund Transfers

Information

CAPTION

Pct. #3 TxDot (1315):
Approval of 2011 interfund transfer from Precinct #3 Road & Bridge (1200) to Precinct #3 TxDot Projects (1315) in the amount of $240.00.

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 as of 6/23/11 are $55,744.41.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/21/2011 01:22 PM	APRV
2	Perla Lopez	Perla Lopez	06/23/2011 09:44 AM	APRV
3	Auditor's Office	Arcilia Duran	06/24/2011 11:07 AM	APRV
4	Dina Trevino	Erika Zamora	06/24/2011 11:14 AM	APRV
5	Perla Lopez	Perla Lopez	06/24/2011 11:43 AM	APRV
6	Purchasing Department	Angela Garcia	06/24/2011 02:41 PM	APRV

Form Started By: Norma Ceballos Started On: 06/21/2011 09:32 AM

Final Approval Date: 06/24/2011

DATE: June 28, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
Pct. #3 TxDot (1315)

2011
Transfer

AI - 27199

ACCOUNT NUMBER: **From: 1-1200-431-00-123-005-0-731**
To: 1-1315-431-00-123-031-0-841

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1200-431-00-123-005-0- 731	Pct #3 Rd Maint - Roads	(240.00)
1-1200-491-01-123-315-0- 891	Transfers Out - TxDot Projects	240.00
TO		
1-1315-391-01-123-200-0- 000	Transfers In - Pct. #3 R&B	240.00
1-1315-431-00-123-031-0- 841	TxDot - FM 1924 PH2 - Aid to Govt Agency	240.00
	TOTAL BUDGET INCREASE (DECREASE)	**240.00**

REASON: Transfer to fund outstanding invoices from Atlas & Hall.

DEPARTMENT HEAD SIGNATURE

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

AI-27229 **5.A.**

Certificates of Plat and Utility Status

CC CONSENT

Date:	06/28/2011
Submitted By:	Irma Castillo, PLANNING DEPT.
Submitted For:	Irma Castillo
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

Link: Cert Plat & Utility Status 06-28-11 pg 1

Link: Cert Plat & Utility Status 06-28-11 pg 2

Link: Cert Plat & Utility Status 06-28-11 pg 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 02:27 PM	APRV
2	Olga Garza	Angela Garcia	06/23/2011 08:32 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/23/2011 01:47 PM	APRV
4	Auditor's Office	Arcilia Duran	06/23/2011 03:25 PM	APRV

Form Started By: Irma Castillo Started On: 06/22/2011 12:58 PM

Final Approval Date: 06/23/2011

	CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Herman Rocha	1-8104
2.	Maria Refugio Mendez	1-8105
3.	Mario C. Montalvo	1-7649
4.	Maria Lerma	1-8139
5.	Sergio A. Beas	1-8119
6.	Noe Garcia C/O Dolores Gonzalez	1-8042
7.	Jose A. Coronado	1-8037
8.	Juan & Janet Andrade	3-8587
9.	Guadalupe Mendoza	3-11463
10.	Saturnino Codina	3-11472
11.	Atanacio Moncada	4-10768
12.	Alejandra Garcia	4-10747
13.	Tomas & Beatriz Guzman	4-10592
14.	Ingrid Padron	4-10633
15.	Miguel Garcia	4-10715
16.	Maria Orta	2-1321
17.	Hugo Morales	4-10444
18.	Affordable Homes of South Texas Inc.	4-10562
19.	Affordable Homes of South Texas Inc.	4-10527
20.	Rodrigo Orta	1-1165
21.	Fernando Rosas	4-10495
22.	Affordable Homes of South Texas Inc.	4-10561
23.	Affordable Homes of South Texas Inc.	4-10563
24.	Faustino Contreras	2-1323
	COMM. COURT: June 28, 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-8104 B-01

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:	/ /	/ /

Name: Herman Rocha

Address: 404 Birch Street Donna, Texas 78537

Phone: 351-9956

Water Supplier: City of Donna

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

Account/ESI No: 199272-003

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as South Point I-B Lot 20.

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 11-19-84);

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 Flor Castillo 6-13-2011);

NES 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 Flor Castillo)

Flor 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: 1-8104
B#-01

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: Herman Rocha

Address: 404 Birch Street
Donna Texas 78537

Phone: 351 - 995b

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

South Point I-B 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 Herman Rocha — Requesting Party (Signature)
10-2011 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

10-2011 — **Date**

Ron 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

WARRANTY DEED

Date: November 3, 2008

Grantor: WILFRIDO R. ROBLES and JUANITA ROBLES, husband and wife.

Grantors' Mailing Address: 2715 Marigold Ln
Pharr, Hidalgo County, Texas 78577

Grantee: DAVID ROCHA and GUADALUPE ROCHA, husband and wife.

Grantee's Mailing Address: 420 Pine St.
Donna, Hidalgo County, Texas 78537

Consideration: Ten and No/100THS ($10.00) Dollars and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged.

Property: All of Lot Twenty-six (26), South Point Phase I-B, an addition to the City of Donna, Texas, Hidalgo County, Texas, as per map records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

LESS AND EXCEPT all oil, gas and other minerals, **SUBJECT TO** existing oil, gas, and mineral lease as well as building restriction of record, and rules and regulations, rights and easements in favor of the Water Control and improvement District and City in which said property is located, and any other easements of record, if any.

Grantors, 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 Grantors' 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 exceptions Warranty.

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

No title examination was requested in connection with the preparation of this document, nor was any made. The preparer expresses no opinion on title on this property.

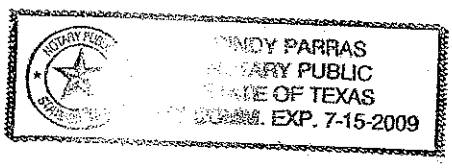
WILFREDO ROBLES

JUANITA ROBLES

STATE OF TEXAS !

COUNTY OF HIDALGO !

This instrument was acknowledged before me on the 3rd day of November 2008 by Wilfrido R. Robles and Juanita Robles, to certify which witness my hand and official seal.



NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires:

AFTER RECORDING RETURN TO:

LAW OFFICE OF JUAN E. GONZALEZ
3110 E. BUS. HWY 83
WESLACO, TEXAS 78596

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8104
Jun. 7, 2011

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

S4470-1B-000-0026-00

[1] OWNER: ROCHA, DAVID & GUADALUPE

420 PINE ST.
DONNA,TX. 78537
Telephone No. 351-9956

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 1,360 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SOUTH POINT PH 1-B LOT 26

LOCATION: 0 VALVERDE & OLD 83

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $18,250

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' REAR 15' SIDE 6' CORNER SIDE 10' FINISH
FLOOR OF ELEV. 18" TOP OF CURB.

Prepared by — Date: 6/7/11

Approved by — Date: 6/7/11

Signature of Owner or Applicant — Date: 6/7/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0125 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: 1-8105

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:	/ /	/ /

Name: Maria Refugio Mendez

Address: 12832 - Mile 1 1/2 west
Mercedes Texas
78570

Phone: (956) 514-4073

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

x Lot 159 LA MESA SUBDIVISION ,

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 3-08-10);

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 Gilbert Pecina);

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 6-17-10);

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 6-17-10);

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

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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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: 1-8105
1-90

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 Refugio Mendez

Address: 12832 - Mile 1 1/2 west.
Mercedes Texas 78570

Phone: (956) 514-4073

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

X Lot 159 La Mesa Subdivision

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 Refugio Mendez — Requesting Party (Signature)

6/9/2011 — 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:

6/9/11 — **Date**

County Official

NOTICE OF CONFIDENTALITY 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. CHAPTER II, SEC. 11.008, TEXAS PROPERTY CODE.

WARRANTY DEED

DATE: June 1, 2011

GRANTORS NAME : DOMINGO RODRIGUEZ

GRANTOR'S ADDRESS: P. O. BOX 882, EDINBURG, TX 78540

GRANTEES NAME: MARIA REFUGIO MENDEZ

GRANTEES' ADDRESS: 12721 APACHE DR. MERCEDES, HIDALGO, TX 78570

CONSIDERATION: TEN ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION WITH SUCH CONSIDERATION BEING THE LOVE AND AFFECTION BORNE BY THE GRANTOR FOR THE GRANTEE.

PROPERTY (TO INCLUDE ANY IMPROVEMENTS): ALL OF LOT 159, LA MESA SUBDIVISIO0N, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 23, PAGE 49, MAP RECORDS OF HIDALGO COUNTY, TEXAS.OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

ANY OF RECORD

GRANTOR, FOR SUCH CONSIDERATION AND SUBJECT TO THE RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY, GRANT, SELL, AND CONVEY TO THE GRANTEE THE PROPERTY, TOGETHER WITH ALL AND SINGULAR THE RIGHTS AND APPURTENANCES THERETO IN ANY WISE BELONGING, TO HAVE AND HOLD IT TO THE GRANTEE, GRANTEE'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS TO WARRANTY AND FOREVER DEFEND ALL AND SINGULAR TO THE GRANTEES AND GRANTEE'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, AGAINST EVERY PERSON WHATSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF, EXCEPT AS TO

RESERVATIONS FROM AND EXCEPTIONS TO WARRANTY.

WHEN THE CONTEXT REQUIRES, SINGULAR NOUNS AND PRONOUNS INCLUDE THE PLURAL.

DOMINGO RODRIGUEZ, GRANTOR

ACKNOWLEDGMENT

STATE OF TEXAS

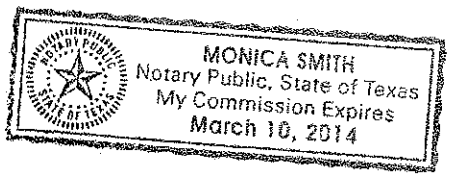
COUNTY OF HIDALGO

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 1st **DAY OF** June **, 2011, BY DOMINGO RODRIGUEZ, GRANTOR, FOR THE PURPOSES AND CONSIDERATION EXPRESSED THEREIN.**

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

MS. MARIA REFUGIO MNDEZ,
12721 APACHE DR.
MERCEDES, TX 78570



Chapter 232 Texas LGC Application

APPLICATION NO: 1-8105
Jun. 7, 2011

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

L1365-00-000-0159-00

[1] OWNER: RODRIGUEZ, DOMINGO
PO BOX 882

EDINBURG TX 78540-0882

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,280 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
LA MESA LOT 159

LOCATION: 0

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $15,000

[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 10' SIDES 6' FINISH FLOOR ELEV
18" ABOVE CENTERLINE OF ST.

Prepared by — Date: 6-7-11

Approved by — Date: 6-7-11

Signature of Owner or Applicant — Date: 6-7-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
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: I-7649 X-01

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~~ City of Mercedes Sewer
Inspection/Permit No:		
Date Approved:	/ /	6/20/2011

Name: Maria C Montalvo

Address: 12835 Mesa cir. W Mercedes TX 78570

Phone: 956.562.4641

Water Supplier: N.A.W.S

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

Account/ESI No.: ~~241544-001~~ 241544-002

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: 1A Mesa Lot 153,

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; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (Date approved 3-08-03); (verified by Ron Castillo Ron Castillo);

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 JGL 6-20-11);

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 Ron Castillo)

Ron 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

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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: I-7049
Y-01

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 C Montalvo

Address: 12835 Mesa cir
Mercedes tx 78570

Phone: 956.502 9641

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

la Mesa Lot 153

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 C Montalvo 6-20-11
Requesting Party (Signature) 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:

6-20-11
Date

County Official

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.

Residential Contract for Deed

Terms

Date: August 1, 2010

Seller: RUBIO O. SALINAS, JR., not joined herein by his spouse as no part of this property is their homestead

Seller's Mailing Address:

RUBIO O. SALINAS, JR.
310 W. University Dr.
Edinburg, Texas 78539
Hidalgo County

Buyer: MARIO C. MONTALVO, a married man

Buyer's Mailing Address:

MARIO C. MONTALVO
4311 Abbey St.
Mercedes, Texas 78570
Hidalgo County

Property (including any improvements):

Lot One Hundred Fifty-three (153), LA MESA SUBDIVISION, Hidalgo County, Texas, as per the map or plat thereof recorded in Volume 23, Page 49, Map Records, Hidalgo County, Texas.

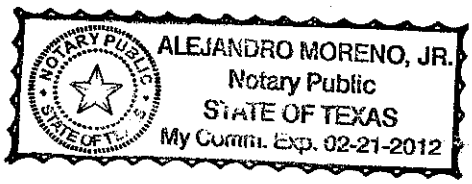
Reservations from Conveyance:

None.

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on July 31st, 2010, by RUBIO O. SALINAS, JR..

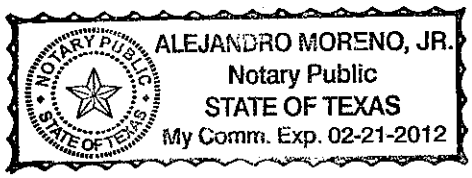


Alejandro Moreno, Jr.
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on July 31st, 2010, by MARIO C. MONTALVO.



Alejandro Moreno, Jr.
Notary Public, State of Texas
My commission expires: _____

PREPARED BY & RETURN TO:

LAW OFFICE OF ALEX MORENO, JR.
P. O. Box 4429
Edinburg, Texas 78540
Tel: (956) 381-8000
Fax: (956) 664-1995

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7649
Jan. 18, 2011

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

L1365-00-000-0153-00

[1] OWNER: MONTALVO, MARIO

12835 MESA CIRCLE
MERCEDES TX, 78570
Telephone No. 502-9641

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01-RESIDENTIAL NEW-SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,400 Sq. Ft.

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
LA MESA LOT 153

LOCATION: 0

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $3,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL CONTY SETBACKS & REGULATIONS.
FRONT 25' REAR 15' SIDE'S 6' FINISH FLOOR OF ELEV.
18" ABOVE CENTERLINEOF 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 [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

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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: 1-8139

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:		50077
Date Approved:	/ /	6/21/2011

Name: Maria Lerma

Address: 14806 mile 2 west Road, mercedes TX 78570

Phone: (956) 650-4269

Water Supplier: North alamo

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: La Paloma Est #1 Lt. 6.

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 12-13-10);

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 Jonathan Isidro);

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 _____ 6-21-11);

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 _____ 6-21-11);

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

_____ _____ _____

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: 1-8139

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 Lerma

Address: mile 2 west Road
mercedes, TX 78570

Phone: (956) 650-4269

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

La Paloma Estates #1 Lot # 6

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 Lerma
Requesting Party (Signature)

6-21-11
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:

6/21/11
Date

County Official

Doc-2210028

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.

DEED OF TRUST

Date: **May 18, 2011**

Grantor: **Maria Teresa Lerma**

Grantor's Mailing Address: **513 Grove Circle, Weslaco, Hidalgo County, Texas 78596**

Trustee: **Suelema Luna**

Trustee's Mailing Address (including county): **P.O. Box 365, La Blanca, Hidalgo County, Texas 78558**

Lender: **South Shore Development, Inc., a Texas corporation**

Lender's Mailing Address (including county): **P.O. Box 365, La Blanca, Hidalgo County, Texas 78558**

Note:

Date: **May 18, 2011**

Original Principal Amount: **Thirty-four Thousand Four Hundred and No/100ths Dollars ($34,400.00)**

Borrower: **Maria Teresa Lerma**

Lender: **South Shore Development, Inc., a Texas corporation**

Maturity Date: **As therein provided**

Property (including any improvements): **Lot 6, La Paloma Estates Unit 1 Subdivision, an Addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof on file at Clerk's Document No. 2166530, Map Records, Hidalgo County, Texas.**

Prior Lien(s) (including recording information):

1. Deed of Trust dated August 9, 2006, executed by Kyle Bennett to Michael V. McCarthy, Trustee, securing the payment of one note of even date in the original principal sum of $813,005.00, payable to First National Bank; said Deed of Trust recorded in the Official Records of Hidalgo County, Texas under Document No. 3119288.

2. Deed of Trust dated December 30, 2010, executed by South Shore Development, Inc., to Barry E. Jones, Trustee, securing the payment of one note of even date in the original principal sum of $670,000.00, payable to The Kyle Bennett Living Trust; said Deed of

dated August 9, 2006, executed by Kyle Bennett, payable to the order of First National Bank, and more fully described in a deed of trust recorded in the Official Records of Hidalgo County, Texas under Document No. 3119288.

The lien will also be inferior and subordinate to the lien securing payment of a note, and any renewals, extensions, and modifications thereof, in the original amount of $670,000.00, which is dated December 30, 2010, executed by South Shore Development, Inc., payable to the order of THE KYLE BENNETT LIVING TRUST and more fully described in a deed of trust recorded in the Official Records of Hidalgo County, Texas under Document No. 2169176.

If all or any part of the Property or an interest therein is sold or transferred by Grantor without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

Without the express written consent of Lender, Grantor shall not enter into any arrangements with any third party for the payment of AD VALOREM TAXES that would grant a party a lien on the Property.

Grantor agrees to pay with and in addition the monthly payments of principal and interest payable under the terms of the Note, on the same day as the principal and interest installments are due and payable, a sum equal to one-twelfth of the estimated annual taxes next due on the Property. If the amount so paid is not sufficient to pay taxes when due, then Grantor will deposit immediately with Lender an amount sufficient to pay same. If there is a default under any of the provisions of this deed of trust resulting in a sale of the Property or foreclosure, or if Lender acquires the Property otherwise after default, Lender shall apply, at the time of commencement of such proceedings or at the time the Property is otherwise acquired, the balance then remaining of the funds accumulated under this provision as a credit against the amount then remaining unpaid under the Note. No interest shall accrue or be allowed on any payments made under the provisions of this paragraph.

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

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

MARIA TERESA LERMA

STATE OF TEXAS §

COUNTY OF HIDALGO §

(Acknowledgment)

This instrument was acknowledged before me on the 20 day of May, 2011, by MARIA TERESA LERMA.

SAN JUANA LOA
Notary Public, State of Texas
My Commission Expires
April 17, 2013

San Juana Loa
Notary Public, State of Texas

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8139
May. 22, 2011

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

L1655-01-000-0006-00

[1] OWNER: LERMA, MARIA TERESA

513 GROVE CR.
WESLACO, TX. 78596
Telephone No.650-6144

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATIONMOVED BUILDING
44-MOBILE HOMES

[5] SIZE OF STRUCTURE: 320 Sq. Ft.

[6] USE OF BUILDING: MOBILE HOME ZONE AE

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PALOMA EST. LOT 6
AE-44

LOCATION: 0 MILE 2 W. & MILE 12 1/2

[8] SEWAGE: EXIST

[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 50' REAR 35' SIDES 6'
FLOOR ELEV. 59.00

Prepared by _____ 6-21-11 Date

Approved by _____ 6-20-11 Date

Signature of Owner or Applicant _____ 6-21-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0450 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.

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

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: 1-811-5 / 1-05

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 City of Mission
	Inspection/Permit No:		
	Date Approved:	/ /	6/21/2011

Name: SERGIO A-BEAS

Address: 38-04- CAMPACUAS-D-R

Phone: 956-351-24-92

Water Supplier: UA

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

Account/ESI No.: 100.32-78-94-09-07408

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Indian Hills LOT 554 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);

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 Ylon Castillo);

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 Ylon Castillo);

Ylon Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

Rev. 02-19-10

PLANNING DEPARTMENT
County of Hidalgo

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

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

Precinct 1 2 3 4

Application No: I-8119
K-05

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: SERGIO A. BEAS

Address: 3804 CAMPACUAS-D-R

Phone: 956-351-84-98

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

INDIAN HILLS UNIT 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

SERGIO A. BEAS — Requesting Party (Signature)

6-20-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_____ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
__/__ Affidavit
__/__ Other (describe) pvt

This part to be filled out by receiving county official:

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

6-21-11 — **Date**

Flor Castillo — **County Official**

196 - WARRANTY DEED

The State of Texas,

County of HIDALGO

Know All Men by These Presents: 2212794

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 DRIVERS'S LICENSE NUMBER.

THAT I, SERGIO RENE GARCIA whose mailing address is P.O.Box-823, EDCOUCH,TEXAS 78538. (gantor): of the County of HIDALGO State of TEXAS, for and in consideration of the sum of Ten and no/100 dollars(10.00) DOLLARS to and in hand paid by SERGIO ALBERTO BEAS CARRIZALES and his wife Silvia Patricia Dias Alejandro,mailing address is 12649 SHAWNEEAve. Mercedes, Texas,78570. (grantee),s) as follows:

that I Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said (grantee,s) SERJIO ALBERTO BEAS CARRIZALES AND SILVIA PATRICIA DIAS ALEJANDRO.

whose mailing address is 12649 Shawnee Ave. of the County of Mercedes, HIDALGO State of Texas 78570 all that certain

PROPERTY: All of LOT Five(5) hudred Fifty-four (554),on Block 1 at INDIAN HILLS SUBDIVISION,HIDALGO,COUNTY,TEXAS,according to map and Plat of Record in Volume 23 page 180 and 181 and in Volume 24 page 81,Mape Records of Hidalgo County,Texas: Save and Except all Oil,Gas,and other Minerals and all Geothermal Energy ,and furtherSave and Except (to the fulest exyent permitted by Law)all wate rights to water (wether riparian, appropriative of otherwise presently appended or annexed to said property.

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 (grantee,s)

heirs and assigns forever and I do hereby bind my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said (grantee,s) heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,

WITNESS my hand at 223 S fFrederick ST.Edcouch, Txas.78538 this 7th day JUNE, 2011.

Witness at Request of Grantor:

MARIO A GARZA

MARIO A GARZA

MARIA V GARZA

SERGIO RENE GARCIA (grantor)

STATE OF TEXAS
COUNTY OF HIDALGO

(Acknowledgment)

This instrument was acknowledged before me on the 7th day of JUNE, 2011

ORFELINDA S. OZUNA
My Commission Expires
January 17, 2013

My commission expires: 1-17-13

Notary Public, State of Texas
Notary's printed name:

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8119
Jun. 13, 2011

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

I2230-00-001-0554-00

[1] OWNER: BEAS, SERGIO ALBERTO
12649 SHAWNEE
MERCEDEZ TX 78570

Telephone No. 351-2492

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: MOVED BUILDING
05-RESIDENTIAL MOVE-IN/RELO. BUILD

[5] SIZE OF STRUCTURE: 784 Sq. Ft.

[6] USE OF BUILDING: WOODFRAME HOME ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 554 BLK 1
X-05

LOCATION: 0 491 & MILE 11 N.

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

[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 NATURAL GROUND

6-13-11
Prepared by Date

6-10-11
Approved by Date

SERGIO A BEAS 6-13-11
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: 0450 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

Rev. 02-19-10

County of Hidalgo

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

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: 1-8042

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:
Light C/O Dolores Gonzalez
Water C/O
Name: NOe Garcia

Address: 208 N Sky Soldier Road
Progreso TX 78579

Phone: 956-934-0390

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Public Sewer
Date Approved:	/ /	6/22/2011

Water Supplier: WPP

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

Account/ESI No.: 10032789402526158

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Victory Victoria Lane Lot 9

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; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;

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;

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;

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

(Date approved 10/26/05);
(verified by Flor Castillo);
(verified by J Gonzalez 6-21-11);
(verified by J Gonzalez 6-21-11);
(verified by Flor Castillo)

Flor Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-09

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

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

Precinct 1 2 3 4

Application No: 1-8042

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:

Light c/o Dolores Gonzalez
Water c/o **Name:** Noe Garcia

Address: 208 N Sky Soldier Road
Progreso Tx 78579

Phone: 956-934-0390

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Victoria Vale Victoria Lot 8.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Noe Garcia
Requesting Party (Signature)

6-21-11
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:

6-21-11
Date

Gloria Castillo
County Official

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.

Deed of Trust

Terms

Date: **April 18, 2008**

Grantor: **NOE GARCIA**

Grantor's Mailing Address: **RR 2 Box 8228**
Weslaco, Texas 78596
Hidalgo County

Trustee: **JOHN ROBERT KING**

Trustee's Mailing Address: **3409 N. 10th St., Ste. 100**
McAllen, Texas 78501
Hidalgo County

Lender: **ANITA R. EASLEY**

Lender's Mailing Address: **234 Charlene Dr.**
Jackson, Mississippi 39272
Hinds County

Obligation

Note

Date: **April 18, 2008**

Original principal amount: **TWENTY-SIX THOUSAND AND NO/100 DOLLARS ($26,000.00)**

Borrower: **NOE GARCIA**

Lender: **ANITA R. EASLEY**

Maturity date: **April 18, 2014**

Other Debt: **None**

Property (including any improvements):
Lot 7 and 8, VICTORY LANE SUBDIVISION, an Addition to the City of Progresso, Hidalgo County, Texas, according to map thereof recorded in Volume 49, Pages 17, 18, and 19, Map Records of Hidalgo County, Texas.

Prior Lien: **None**

Other Exceptions to Conveyance and Warranty:
The exceptions as set out in Warranty Deed with Vendor's Lien dated April 18, 2008, from ANITA R. EASLEY to NOE GARCIA, recorded in the Office of the County Clerk of Hidalgo County, Texas, are hereby incorporated by reference as though fully set out herein.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

A. **Grantor's Obligations**

Grantor agrees to—

1. keep the Property in good repair and condition;

2. pay all taxes and assessments on the Property before delinquency;

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 7th day of April, 2008, by **NOE GARCIA.**

Notary Public, State of Texas

AZENETH ACEVEDO
Notary Public
State of Texas
Commission Expires
06-16-2010

AFTER RECORDING RETURN TO:
ANITA R. EASLEY
234 Charlene Dr.
Jackson, Mississippi 39272

PREPARED IN THE LAW OFFICE OF:
JOHN KING
3409 N. 10th St., Suite 100
McAllen, Texas 78501
File No.: **GF#3131236;AA/la**

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8042
May. 20, 2011

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

V3415-00-000-0008-00

[1] OWNER: GARCIA, NOE

P.O. BOX 1299
PROGRESSO, TX. 78579
Telephone No. 934-0390

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: MILI

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 728 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL MOVE IN

[7] LEGAL DESC./NAME OF SUBDIVISION
VICTORY LANE LOT 08

LOCATION: 0 1015 & MALONE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $8,000

[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-25' REAR-25' 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: 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.

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

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: 1-8037
AE-29

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:		48593
	Date Approved:	/ /	6/21/2011

Name: JOSE A. COBONADO

Address: 7305 CANUCK ST.
MERCEDES, TX. 78570

Phone: (956) 239-35-09

Water Supplier: NORTH ALAMO WATER CORP.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Village
LOT. 50, CANUCK SUBDIVISION. 10.15 y 12 NIE.

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 10-7-09)

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 [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 [signature] 6-21-11);

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 [signature] 6.21.11);

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

Rev. 02-19-10

PLANNING DEPARTMENT
County of Hidalgo

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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: 18039
AE-29

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. Coronado

Address: 7305 Canuck East St.

Mercedes - TX -

Phone: (956) 239-33-09

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

Lot-50, Canuck Village Subdivision - 1015 y Milla 12 Nte.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

José A. Coronado
Requesting Party (Signature)

6/21/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_✓_ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
_✓_ Other (describe) P.M.T.

This part to be filled out by receiving county official:

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

6/21/11
Date

County Official

2193097

[redacted]F CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY [redacted]OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT [redacted]E IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY [redacted]ER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 2, 2011

Grantor: Daniec Land & Cattle Co., INC.
Grantor's Mailing Address (including county):

P.O. Box 720821
McAllen TX 78504
Hidalgo County

Grantee: Jose A. Coronado
Grantee's Mailing Address (including county):
7903 Yvette Cir.
Mercedes, TX 78570
Hidalgo County
956-239-3509

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 **$23,000.00** 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 50, CANUCK VILLAGE SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED DOCUMENT # 2040759 IN THE OFFICIAL 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 liens in favor of McAllen National Bank as recorded in Deeds of Trust dated December 8, 2006 and recorded as documents # 1695607 in the official records of Hidalgo County, Texas.
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.

[redacted]he consideration, receipt of which is acknowledged, and subject to the reservations from and [redacted]s to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and [redacted]r the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's [redacted], executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, [redacted]ecutors, 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 Canuck Village Subdivision, recorded as Document # 2043564 Official Records of Hidalgo County, Texas.

This conveyance is made subject to the following restrictions:
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

Paul Daniec-President of
Daniec Land & Cattle Co., INC

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on March 21, 2011 by PAUL DANIEC, President of Daniec Land & Cattle Co. , INC.

Notary Public, State of Texas

PRISCILLA PENA
Notary Public, State of Texas
My Commission Expires
March 30, 2011

AFTER RECORDING RETURN TO:

Daniec land & Cattle Co. Inc.
P.O. Box 720821
McAllen TX 78504

CK 50

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8037
May. 19, 2011

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

C1297-00-000-0050-00

[1] OWNER: CORONADO, JOSE A.

7903 YVETTE CR.
MERCEDES, TX. 78570
Telephone No. 239-3509

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD
[5] SIZE OF STRUCTURE: 672 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CANUCK VILLAGE LOT 50

LOCATION: 0 1015 & MILE 12

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $20,000

[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 35' FINISH FLOOR OF ELEV.
60 B.F.E.

Jon C. Castillo 5-19-11
Prepared by Date

Jonathan Ulsano 5-19-11
Approved by Date

[signature] 5-19-11
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 0150 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

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Edinburg, Texas 78542
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956-318-2844

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: 3-85587
1/05/09

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:	/ /	6/29/11

Name: Juan + Janet Andrade

Address: 7308 Ida Dr.
Mission, TX 78572

Water Supplier: mud #1 (sewer)

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

Phone: 956-321-6999

Account/ESI No.: 10032789411852705

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Villa-Rama East Ph4 Lot 436,

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 8/27/03);

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);

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 Sandra Cantu)

Sandra Cantu 6/29/11

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
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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: 3-8587
1/05/09

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: Juan & Janet Andrade

Address: 7308 IDA Dr.
Mission, Tx 78572

Phone: 956-321-6999

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

Villa-Rama East Ph4 Lot 436

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

JAndrade
Requesting Party (Signature)

6/20/11
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:

6/20/11
Date

Sandra Cantu
County Official

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS $
$ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO $

THAT THE UNDERSIGNED, Rick Martin Individually and dba Villa Rama East, whose address is 7208 W. Expressway 83, Mission, Hidalgo County, Texas 78572, hereinafter referred to as "Grantor", for and in consideration for the sum of $10.00 cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, and the further consideration of the execution and delivery by the grantee of that one certain promissory note of even date herewith in the principal sum of $ 20,995.00 payable to the order of Grantor as therein specified providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein trtained and is additionally secured by a deed of trust of even date herewith to Jack A. Martin, TRUSTEE, has Granted, sold, and CONVEYED and by there presents does hereby GRANT, SELL and CONVEY unto Juan C. & Janet Andrade whose address is 828 Ramona Blvd. Mission, Hidalgo Couinty, Texas, 78572 herein referred to as "Grantee", the real property (including any improvements) described as follows:

Lot 436 Villa Rama East Subdivision Phase 4
Hidalgo County, Texas

This conveyance, however, is made and accepted subject to any and all reservations, exceptions, leases, easements, restrictions, rights, uses and regulations of records or visible taxes for this year and any subsequent years and save and except all water rights and oil, gas and other minerals.

As a material part of the consideration for this deed, Grantor and Grantees are taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the property is fit for a particular purpose. Grantees acknowlege that Grantees are not relying upon any presentation, statement or other assertion with respect to the property condition but is relying upon Grantees' examination of the property. Grantees take the property under the express understanding there are no express or implied warranties (except for limited warranties of title set forth in this document).

This conveyance is made subject to the prior lien deed of trust lien recorded in the official records of Hidalgo County, Texas, upon which The First State Bank & Trust Company, Mission, Texas, is the original beneficiary secures payment of a promissory note. Grantee in this Deed does not assume payment of that note. Payee of the wraparound note is obligated to pay all the installments on that note as they fall due. In the event of default in payment of that note, Grantee shall have the right to cure any such default as long as Grantee is not in default in payment of the wraparound note given to this Grantor or in performance of the covenants of the Deed of Trust securing it. If Grantee cures a default in payment of the note, Grantee may receive credit on the wraparound note given to this grantor for all amounts so paid as of the date of the payment in the manner that Grantee directs.

TO HAVE AND TO HOLD the above described premises, subject to the above exceptions together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises, subject to the above exceptions unto the said Grantee, Grantee's heirs, executors, administrators,

successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through or under the Grantor.

But it is expressly agreed that the Vendor's Lien as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereafter, when this deed shall become absolute, but not otherwise.

EXECUTED this 11 day of March, 20 08.

GRANTORS:

Villa-Rama East Sub. A dba of Rick Martin aka Richard A. Martin

AFTER RECORDING RETURN TO:

RAM INVESTMENTS
7208 W. EXPRESSWAY 83
MISSION, TEXAS 78572

THE STATE OF TEXAS $
$
COUNTY OF HIDALGO $

The foregoing instrument was acknowledge before me on the 11 day of March, 20 08, by Rick Martin.

YOLANDA GARCIA
Notary Public, State of Texas
My Commission Expires
01-13-2010

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY Yolanda Garcia

MY COMMISSION EXPIRES: 01-13-2010

The undersigned GRANTEE hereby accepts and consents to the deed attached hereto including, but not limited to, the provision concerning title exceptions and "AS IS" condition contained therein, and acknowledges that same is in conformity with Grantee's intent, any agreements and representations made to GRANTEE or, if not, GRANTEE hereby amends any agreement and representations to conform this deed and the terms and provisions of same shall control in the event of any conflict and GRANTEE acknowledges this deed constitutes complete compliance to all agreements and representation, if any, of GRANTOR to the complete satisfaction of GRANTEE regarding the property described in the attached deed.

Dated this the 11 day of March, 20 08.

GRANTEE(S)

x Juan C Andrade

x JCandrade

Chapter 232 Texas LGC Application

APPLICATION NO:
3-8587
Jan. 5, 2009

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

V3440-04-000-0436-00

[1] OWNER: ANDRADE, JUAN C & JANET
828 RAMONA BLVD

MISSION TX 78572
Telephone No. 802-9124

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 1,564 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA-RAMA EAST PH 4 LOT 436
C-01

LOCATION: 7308 IDA-SHOWERS & OLD 83

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL REGULATIONS AS PER COUNTY
STATE, CITY, FEMA & SETBACKS. FRONT 25' SIDES 6'
REAR 15'/18 INCHES ABOVE CENTER OF STREET.

Prepared by — Date: 1/05/09

Approved by: Rodolfo Rios — Date: 10/28/08

Signature of Owner or Applicant: Andrade — Date: 1/5/09

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0400C 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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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: 3-11463
June 16-11

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:

Name: Guadalupe Mendoza

Address: el Lucero #2 #122
814 Siria St.
Sullivan City, TX

Phone: 956 278 4270

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

Water Supplier: Agua SUD 6-21-11

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 100327854

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: El Lucero #2 Lot #122 ,

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 8/06/08);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and

no are fully operable; (verified by Humberto Garza);

~~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 _____);

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 Humberto Garza);

6/20/11

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: 3-11463
6/16/11

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: Guadalupe Mendoza

Address: El Lucero 2 #122
814 Siria St., Sullivan City, TX

Phone: 956 278 4270

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

El Lucero #2 Lot #122

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]
Requesting Party (Signature)

6/20/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
__✓__ Other (describe) copy of Appt

This part to be filled out by receiving county official:

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

6/20/11
Date

[signature]
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.

DEED OF TRUST

Date: June 1, 2011

Grantor: Guadalupe Mendoza

Grantor's Mailing Address:

814 Siria St.
Sullivan City, Texas 78595

Trustee: Julia E. Moreno

Trustee's Mailing Address:

222 S. Pecan St.
Rio Grande City, Texas 78582

Lender: Julia E. Moreno

Lender's Mailing Address:

222 S. Pecan St.
Rio Grande City, Texas 78582

Obligation

Note

Date: June 1, 2011
Original principal amount: $24,500.00
Borrower: Guadalupe Mendoza
Lender: Julia E. Moreno
Maturity date: June 1 , 2023
Terms of Payment: As provided in the note.

Property (including any improvements):
Lot 122, El Lucero Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 55, Pages 132-134, Map Records, Hidalgo County, Texas.

Prior Lien: Deed of Trust dated February 15, 2008 filed for record in the Office of the County Clerk of Hidalgo County, Texas on February 26, 2008 as Document No. 1860114.

Other Exceptions to Conveyance and Warranty:

for enforcement.

19. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

20. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both.

Without the express written consent of Lender, the owner shall not enter into any arrangements with any third party for the payment of AD VALOREM TAXES that would grant that third party a lien on the property.

Guadalupe Mendoza

Guadalupe Mendoza

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 6/1/11, 2011, by Guadalupe Mendoza.

NOTARY PUBLIC STATE OF TEXAS
ARTURO SALINAS
My Commission Expires
July 10, 2011

Notary Public

AFTER RECORDING RETURN TO:
Mrs. Julia E. Moreno,
222 S. Pecan St.
Rio Grande City, Texas 78582

Chapter 232 Texas LGC Application

APPLICATION NO: 3-11463
Jun. 16, 2011

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

E4395-02-000-0122-00

[1] OWNER: MENDOZA, GUADALUPE

814 SIRIA ST.
SULLIVAN TX.
Telephone No. 321-7974

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD.

[5] SIZE OF STRUCTURE: 720 Sq. Ft.

[6] USE OF BUILDING: NEW MOVE IN HOUSE

[7] LEGAL DESC./NAME OF SUBDIVISION
EL LUCERO #2 LOT #122
ZONE C-29

LOCATION: 0 N PINTO

[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.
F25 R35 S6

Prepared by — Date: 6/16/11

Approved by — Date: 6/16/11

X _____ 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: 3

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 11472
6/20/11

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:		
	Date Approved:	/ /	6/21/11

Name: Saturnino Codina

Address: 13914 N. 38th Ln
Edinburg TX.
78541

Phone: (956) 322-2895

Water Supplier: Sharyland

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

Account/ESI No.: 100327894-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: NEW Monte Cristo Ph II Lot 12 .

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 1/28/97);

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

Sandra Cantu

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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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: 311472

6/20/11

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: Saturnino Cadena

Address: 13914 N. 38th Ln
Edinburg TX 78541

Phone: 322-2895

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

New Monte Cristo Ph II Lot 12

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 _____
Requesting Party (Signature)

6/21/11
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:

6/21/11
Date

Sandra Cantu
County Official

GENERAL WARRANTY DEED

2208496

Date: May 20, 2011

Grantor: Monte Cristo Development, LLC, a Limited Liability Company

Grantor's Mailing Address (including county):
11851 N Conway Ave
Mission, TX 78573
Hidalgo County, TX

Grantee: Saturnino and Sonia Codina

Grantees Mailing Address (including county):
13914 N 38th LN
Edinburg, TX 78541
Hidalgo County, Texas

Consideration: 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.

Property (including any improvements):

All of Lot 12 New Monte Cristo Subdivision, PH II Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 32, Page 14, 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 in 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;

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 20 day of May, 2011 by Federico Garza, Jr., Manager, of Monte Cristo Development, LLC. A Limited Liability Company, on behalf of said Limited Liability Company.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

New Monte Cristo Development, L.L.C.
11851 N Conway Ave
Mission, TX 78573

Chapter 232 Texas LGC Application

APPLICATION NO: 3-11472
Jun. 20, 2011

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

N1350-02-000-0012-00

[1] OWNER: CODINA, SATURNINO & SONIA
13914 N 38TH LN

EDINBURG, TX 78541
Telephone No. 483-6602

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD.

[5] SIZE OF STRUCTURE: 324 Sq. Ft.

[6] USE OF BUILDING: RES MOVE IN ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
NEW MONTE CRISTO PH 2 LOT 12
C-29

LOCATION: 0 CONWAY & MONTE CRISTO

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $200

[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 10' REAR 15'
18 INCHES ABOVE TOP OF CURB.

Sandra Cantu — Prepared by — 6/20/11 — Date

R. Cantu — Approved by — 6/16/11 — Date

Signature of Owner or Applicant — Date

Saturnino Codina — 6.20.2011

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0300C
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
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: 4-10768
X-44

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: Atanacio Moncada

Address: Rt. 7 Box 1920
Edinburg, TX.
78541

Phone: (956) 207-4528

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	6/21/11

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Texas Station 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 10-27-07);

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 [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

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: 11-10768
X-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: Atanacio Moncada

Address: Rt. 7 Box 1920
Edinburg, TX. 78541

Phone: (956) 2074528

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

Texas Station 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) — Date: 6/21/11

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

____/ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
____/ Other (describe) Mut

This part to be filled out by receiving county official:

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

6-22-11 — **Date**

Flor Castillo — **County Official**

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:	April 1, 2011
2.	Grantor:	ATANACIO J. MONCADA AND ELIZABETH ALEJANDRA MONCADA
3.	Grantor's Mailing Address:	Rt. 7, Box 1920, Edinburg, Hidalgo County, Texas 78541
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:	April 1, 2011
	B. Amount:	Twenty Five Thousand Four Hundred and No/100ths Dollars ($25,400.00)
	C. Maker:	ATANACIO J. MONCADA AND ELIZABETH ALEJANDRA MONCADA
	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 Twenty-Four (24), Texas Station Subdivision Phase I, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 52, Page 31, Map Records of Hidalgo County, Texas;

10. Prior Lien: Deed of Trust recorded under Document No. 1757621 , 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;

automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

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

I. The term "note" includes all sums secured by this deed of trust.

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. **AD VALOREM TAXES LANGUAGE: Without the express written consent of Beneficiary , the owner shall not enter into any arrangements with any third party for the payment of AD VALOREM TAXES that would grant that third party a lien on the property.**

20. Signatures of Grantors:

ATANACIO J. MONCADA

ELIZABETH A. MONCADA
ELIZABETH ALEJANDRA MONCADA

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 1st day of April, 2011, by ATANACIO J. MONCADA AND ELIZABETH ALEJANDRA MONCADA

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: 4-10768
Jun. 21, 2011

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

T2653-00-000-0024-00

[1] OWNER: MONCADA, ATANACIO J & ELIZAB

24018 JACKPOT BLVD.
EDINBURG, TX. 78541
Telephone No. 207-4528

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 840 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
TEXAS STATION LOT 24

LOCATION: 0

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $9,000

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:73.86' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF THE STREET 18"

Prepared by — Date: 6/4/11

Approved by — Date: 6/21/11

Signature of Owner or Applicant — Date: 6/21/11

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
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: 11-10747
A-44

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:		48636
	Date Approved:	/ /	06/24/11

Name: Alejandra Garcia

Address: 98 Indigo ST
Edinburg TX
78541

Phone: (956) 457-19-57

Water Supplier: Sharyland. WSC

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

Account/ESI No.: 10032789469642027

[ ] Temporary Pole [X] Permanent Service
A.G.N.

regarding the land described as: HOEHN DR S/D Lot 126,

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 3-28-83);

_____ 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 _____);

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 _____);

_____ _____ _____
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: 4-10747
A-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: Alexandra Garcia

Address: 98 Indigo ST
Edinburg TX 78541

Phone: (956) 957-19.57

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Hahn DRIVE, Lot 1 DRIVE.

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)

6-14-2011
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:

6-22-11
Date

County Official

2082285

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:
YOU'RE SOCIAL SECURITY NUMBER OF YOUR DRIVER'S LICENSE NUMBER

WARRANTY DEED

DATE: March 4, 2010

Grantors: ELISA RIOJAS
2414 N 44TH LANE
MCALLEN TEXAS 78501

Grantees: ALEJANDRA GARCIA REYES
98 INDIGO ST
EDINBURG TEXAS 78541

Consideration: TEN AND NO /100THS (.00) Dollars and other good and valuable consideration.

Property (Including Any Improvements):

Lot One Hundred Twenty-Six (126), HOEHN DRIVE SUBVISION, as shown by the map or plat thereof recorded in Volume 23, Page 59, of the Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed of 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 2008, 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 reservation 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, executers, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executers, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executers, administrators, successors, and assigns against every person whomsoever lawfully claiming or claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY.

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

EXECUTED this document on this 4TH Day of March, 2010 by said Grantor.

Elisa Riojas

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

On this 4th Day of March 2010, before me a NOTARY PUBLIC for said State personally appeared Elisa Riojas (Grantors), who personally proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in the person acted, executed the instrument.

WITNESS my hand and official seal.

JUAN ALBERTO RIVERA JR.
Notary Public, State of Texas
My Commission Expires
February 03, 2013

Juan Alberto Rivera Jr.
Notary Public,
State of Texas,
County of Hidalgo.

My Comm. Exp: 02/03/2013

After Recording Return To:
Alejandra Garcia Reyes
98 Indigo St
Edinburg Texas 78541

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10747
Jun. 14, 2011

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

H3830-00-000-0126-00

[1] OWNER: GARCIA, ALEJANDRA REYES

98 INDIGO ST.
EDINBURG, TX. 78541
Telephone No. 457-1957

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 871 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE A-44

[7] LEGAL DESC./NAME OF SUBDIVISION
HOEHN DRIVE LOT 126
06/7/11 BACK FROM FLOODPLAIN
READY FOR APPROVAL MC

LOCATION: 0 M. CRISTO & HOEHN

[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 CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:20' REAR:10' SIDE:6' SIDE:6'

Prepared by _____ Date 6/14/11

AARON HERNANDEZ
Approved by _____ Date 6/14/11

X _____
Signature of Owner or Applicant Date 6-14-2011.

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: LO
Panel No. /Suffix: 0725 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
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: 4-1059 2
X-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:		Septic System
Date Approved:	/ /	6/16/11

Name: TOMAS & BEATRIZ GUZMAN

Address: 1901 LAKESHORE DR.
EDINBURG, TX 78541

Phone: (956) 316-3406

Water Supplier: NAWSC

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

Account/ESI No.: 255202-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:
SANTA CRUZ RANCHES #1 LOTE #12 ,

on MAYO 20, 20 11, 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 9-14-04);

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 Ylon 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 Charles Ramon);

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 Charles Ramon);

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

Ylon 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

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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: 4-10592

X-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: TOMAS & BEATRIZ GUZMAN

Address: 1901 LAKESHORE DR.
EDINBURG, TX 78541

Phone: (956) 316-3406

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

SANTA CRUZ RANCHES #1 LOTE #12

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Tomas A. Guzman — 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) Mut.

This part to be filled out by receiving county official:

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

6-22-11 — **Date**

Ana Castillo — **County Official**

Charge to VLTC
GF: 116694

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

Date: **July 30, 2009**

Grantor: **RUSSEL E. MAPES AND MARY J. MAPES, Trustees under the RUSSEL E. MAPES and MARY J. MAPES REVOCABLE LIVING TRUST, dated January 25, 1995**

Grantor's Mailing Address (including county): **2001 Highland Ave.**
McAllen, Hidalgo County, Texas 78501

Grantee: **TOMAS A. GUZMAN, a single person AND BEATRIZ GUZMAN, a single person**

Grantee's Mailing Address (including county): **1901 Lakeshore Dr.**
Edinburg, Hidalgo County, Texas 78541

Consideration: **Ten and NO/100 Dollars ($10.00) and other valuable consideration**

Property (including any improvements):

All of Lot 12, SANTA CRUZ RANCHES NO. 1, Hidalgo County, Texas, according to the map recorded in Volume 45, Pages 71 thru 74, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: **NONE**

Exceptions to Conveyance and Warranty: To the extent they validly exist:

1. **Restrictive covenants as set forth in instrument recorded in Volume 45, Pages 71 thru 74, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.**

2. **Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Santa Cruz Ranches No. 1, recorded in Volume 45, Pages 71 thru 74, Map Records of Hidalgo County, Texas.**

3. **Blanket Right of way easement in favor of Rio Grande Valley Gas Company as shown by instrument dated April 14, 1943, recorded in Volume 510, Page 34, Deed Records of Hidalgo County, Texas, as shown on a survey prepared by Pena Engineering dated June 6, 2007.**

4. **Blanket Right of way easement in favor of Rio Grande Valley Gas Company as shown by instrument dated May 17, 1947, recorded in Volume 619, Page 635, Deed Records of Hidalgo County, Texas, as shown on a survey prepared by Pena Engineering dated June 6, 2007.**

5. **Blanket Right of way easement in favor of Carthage Hydrocol Inc. as shown by instrument dated January 18, 1949, recorded in Volume 656, Page 161, Deed Records of Hidalgo County, Texas. By instrument dated December 13, 1994, filed January 10, 1995 under Document Number 429782, Official Records of Hidalgo County, Texas, said easement was assigned unto Valero Transmission, L.P., a Limited Partnership.**

6. **Blanket Right of way easement in favor of Magnolia Petroleum Company as shown by instrument dated July 11, 1952, recorded in Volume 130, Page 378, Oil and Gas Records of Hidalgo County, Texas, as shown on a survey prepared by Pena Engineering dated June 6, 2007.**

7. **Blanket Right of way easement in favor of Magnolia Petroleum Company as shown by instrument dated May 12, 1955, recorded in Volume 832, Page 441, Deed Records of Hidalgo County, Texas, as shown on a survey prepared by Pena Engineering dated June 6, 2007.**

8. **Blanket Right of way easement in favor of Magnolia Petroleum Company as shown by instrument dated September 29, 1955, recorded in Volume 843, Page 480, Deed Records of Hidalgo County, Texas.**

9. **Blanket Right of way easement in favor of Celanese Corporation as shown by instrument dated December 7, 1957, recorded in Volume 905, Page 104 and Volume 905, Page 106, both in the Deed Records and Easement Modification Agreement dated October 9, 2007, filed October 10, 2007 under Document Number 1814516, Official Records of Hidalgo County, Texas.**

10. **Blanket right of way easement in favor of Central Power and Light Company as shown by instrument dated February 16, 1960, recorded in Volume 978, Page 433, Deed Records of Hidalgo County, Texas.**

11. **Blanket Right of way easement in favor of Western Natural Gas Company as shown by instrument dated March 16, 1962, recorded in Volume 1036, Page 183, Deed Records of Hidalgo County, Texas.**

12. **Blanket Right of way easement in favor of Highland Resources, Inc. as shown by instrument dated November 21, 1977, recorded in Volume 1557, Page 177, Deed Records of Hidalgo County, Texas.**

13. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by San Salvador Development Company, Inc. to The Texas Fuel Company, dated July 15, 1990, recorded in Volume 2951, Page 834, Official Records of Hidalgo County, Texas.**

14. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by John Frances Heard, Jr. and others to The Texas Fuel Company, dated April 11, 1991, recorded in Volume 3062, Page 729, Official Records of Hidalgo County, Texas.**

15. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Black Stone Minerals Company, L.P. to Rio Grande Royalty Company, Inc., dated June 30, 1999, filed July 13, 1999 under Document Number 790309, Official Records of Hidalgo County, Texas.**

16. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by 5H Brothers, L.P., a Texas Limited Partnership to Texacadia, L.L.C., a Texas Limited Liability Company, dated April 15, 2001, filed April 19, 2001 under Document Number 962311, Official Records of Hidalgo County, Texas.**

17. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by LeAnn Billups and others to Cody Texas, L.P., dated May 1, 2001, filed August 9, 2001 under Document Number 996716, Official Records of Hidalgo County, Texas.**

18. **All water rights reserved as shown by instrument dated June 30, 2004, filed July 21, 2004 under Document Number 1360150, Official Records of Hidalgo County, Texas.**

19. **Mineral and/or royalty reservation contained in deed dated October 3, 1969, recorded in Volume 1241, Page 629, Deed Records and Deed dated October 10, 2003, filed October 27, 2003 under Document Number 1259194, Official Records of Hidalgo County, Texas.**

20. **Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.**

21. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

22. **Standby fees, taxes and assessments by any taxing authority for the year 2009, and subsequent years, 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 heirs, 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.

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

Russel E. Mapes, Trustee

RUSSEL E. MAPES, Trustee for
THE RUSSEL E. MAPES AND MARY J.
MAPES REVOCABLE LIVING TRUST

Mary J. Mapes, Trustee

MARY J. MAPES, Trustee for
THE RUSSEL E. MAPES AND MARY J.
MAPES REVOCABLE LIVING TRUST

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on July 30 ,2009 by **RUSSEL E. MAPES, Trustee for THE RUSSEL E. MAPES AND MARY J. MAPES REVOCABLE LIVING TRUST.**

SHIRLEY ANN CLANCEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-01-2013

NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on July 30 ,2009 by **MARY J. MAPES, Trustee for THE RUSSEL E. MAPES AND MARY J. MAPES REVOCABLE LIVING TRUST.**

SHIRLEY ANN CLANCEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-01-2013

NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING RETURN TO :
TOMAS A. GUZMAN AND
BEATRIZ GUZMAN
1901 Lakeshore Dr.
Edinburg, Texas 78541

PREPARED IN THE LAW OFFICE OF:
L.G. "JERRY" CANALES
217 W. Cano Street
Edinburg, Texas 78539
File No.: 116694

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10592
May. 9, 2011

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

S1753-01-000-0012-00

[1] OWNER: GUZMAN, THOMAS A. & BEATRIZ

1901 LAKESHORE DR.
EDINBURG, TX 78541
Telephone No. 316-3406

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 3,136 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ RANCHES #1 LOT # 12

LOCATION: 0 CIBOLO & BRUSHLINE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $50,000

[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 50' SIDES 6'
MINIMUM ELEV.18" ABOVE TOP OF CENTERLINE OF STREET

Efrain Ciballos — Prepared by — 5-9-11 Date

Arron Hernandez — Approved by — 4-26-11 Date

X Beatriz Guzman — Signature of Owner or Applicant — 5-9-11 Date

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
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: 4-10633
4-95

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: Ingrid Padron

Address: 24128 Jackpot Blvd
Edinburg TX 78541

Phone: 956-263-6296

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		48605
Date Approved:	/ /	05 / 16 / 11

Water Supplier: North Alamo

Utility Provider: [√]M.V.E.C. [ ] AEP

Account/ESI No.: 255378 -001

[ ] Temporary Pole [√] Permanent Service

regarding the land described as:
Texas Station Subdivision Phase 1 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 10-25-07);

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 [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 [signature] 5/16/11);

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 [signature] 5/16/11);

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

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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: 4-10633
I-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: Ingrid Padron

Address: 24128 E Jackpot Blvd

Edinburg TX 78541

Phone: 956-263-6296

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

Texas Station Subdivision Phase 1 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

Requesting Party (Signature)

6-21-2011
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:

6-22-11
Date

County Official

RE: Lot 14, Texas Station Subdivision Phase II, Hidalgo County, Texas, V 52, Pgs 31, 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

DEED OF TRUST

1. Date: March 29, 2011

2. Grantor: INGRID IVANIA PADRON

3. Grantor's Mailing Address: 8010 Gregory Lane, Mission, Hidalgo County, Texas 78572

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: March 29, 2011
   - B. Amount: Twenty One Thousand Four Hundred and No/100ths Dollars ($21,400.00)
   - C. Maker: INGRID IVANIA PADRON
   - 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 Fourteen (14). Texas Station Subdivision Phase I, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 52, Page 31, Map Records of Hidalgo County, Texas;

10. Prior Lien: Deed of Trust recorded under Document No. 1757621 , 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:

debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

H. When the context requires, singular nouns and pronouns include the plural.
I. The term "note" includes all sums secured by this deed of trust.
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. **AD VALOREM TAXES LANGUAGE: Without the express written consent of Beneficiary , the owner shall not enter into any arrangements with any third party for the payment of AD VALOREM TAXES that would grant that third party a lien on the property.**

20. Signatures of Grantors:

INGRID IVANIA PADRON

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 29th day of March, 2011, by INGRID IVANIA PADRON.

(SEAL)

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: 4-10633
May. 16, 2011

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

T2653-00-000-0014-00

[1] OWNER: PADRON, INGRID I.

8010 GREGORY LN
MISSION, TX. 78574
Telephone No. 263-6296

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 384 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
TEXAS STATION PH I
LOT#14

LOCATION: 0 2812 & BRUSHLINE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,000

[11] SPECIAL FLOOD HAZARD AREA: ___YES ___X___ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 127' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE TOP OF CURB

Prepared by — Date: 5-16-11

Approved by JORGE GARCIA — Date: 5-13-11

Signature of Owner or Applicant — Date: 5-16-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 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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Edinburg, Texas 78542
956-318-2840
956-318-2844

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: 4-10715

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 Existing System
Inspection/Permit No:		
Date Approved:	/ /	06 / 21 / 11

Name: Miguel Garcia

Address: ~~34635~~ 34635 Axis Lane

Edinburg, TX 78540

Phone: 330-6141

Water Supplier: N/A

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

Account/ESI No.: 255375-001

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: Los Venados Ph IV Lot 445 ,

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 9-14-04);

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 _____);

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 _____);

_____ _____ _____

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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1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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956-973-7850

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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: 4-10715

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: Miguel Garcia

Address: 34635 Axis Lane
Edinburg, Tx

Phone: 330-6141

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

Los Venados #4 Lot #445

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Miguel Garcia
Requesting Party (Signature)

6-21-11
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:

6-22-11
Date

Nora 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.

Re: Lot 445, Los Venados Subdivision Phase IV, Hidalgo County, Texas, as per map thereof recorded in Volume 46, Pages 25-34 , Map Records of Hidalgo County, Texas

Special Warranty Deed with Vendor's Lien

2077309

1. Date: January 9, 2010

2. Grantor: Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management, L.L.C, a Texas Limited Liability Company

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: MIGUEL E. GARCIA AND ANNA M. GARCIA

5. Grantee's Mailing Address: P.O. Box 106, San Isidro, Texas 78588

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 FORTY NINE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS ($49,500.00) 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 445, Los Venados Subdivision Phase IV, Hidalgo County, Texas, as per map thereof recorded in Volume 46, Pages 25-34, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following:

   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 1445101, Official Records, Hidalgo County, Texas.

   B. 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.

   C. 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 Seller'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.

D. All zoning laws, regulations and ordinances of municipal, county and/or other governmental authorities, if any, relating to the property, or any part hereof.

E. Anything an on-the-ground A-1 survey would reveal.

F. The taxes for the year 2010 and subsequent years due to change in land usage or ownership.

G. Liens in favor of First National Bank, of record in the Official Records of Hidalgo County, Texas, under Document number 1749867.

H. **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.

I. Grantor hereby reserves to Grantor the groundwater rights, together with appurtenant easements as indicated in an Amendment to the DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS for "Los Venados Subdivision Phase IV, " Hidalgo County, Texas, which amendment is of record by Document Number 1405101.

J. **Right of First Refusal.** If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after written notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.

9. 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):

10. 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.

11. 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.

12. 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.**

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

14. Signature:

Garco, Ltd.
By: Garco Management, L.L.C.
By: _____ President
Richard A. Garza, President

The State of Texas

County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 11th day of Jan, 2010, by Richard A. Garza, President of Garco, Ltd., A Texas Limited Liability Company,on behalf of said L.L.C.as General Partner of Garco, Ltd., a Texas Limited Partnership, on behalf of said 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

Re: Lot 445, Los Venados Subdivision., Phase IV, Hidalgo County, Texas, V 46, P25-34, Map Records of Hidalgo County, Texas.

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10715
Jun. 3, 2011

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

L6446-04-000-0445-00

[1] OWNER: GARCIA E. MIGUEL
GARCIA M. ANNA
10212 N 12TH ST
MCALLEN TX 78504
Telephone No. 778-0212

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS VENADOS IV LOT#445

LOCATION: 0 281 & FM 186

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: OTHE

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: $150,000

[5] SIZE OF STRUCTURE: 3,200 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

[6] USE OF BUILDING: NEW RES HOME

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:50' BACK:15' SIDE:10' SIDE:10'
12" ABOVE NATURAL GROUND WHICH EVER IS GREATER

Prepared by — Date 6/3/11

EFRAIN CEBALLOS — Approved by — Date 6-2-11

Signature of Owner or Applicant — Date 6-3-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0225B 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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1304 South 25th Street
Edinburg, Texas 78542
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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: 2-1321

D-05

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: Maria Orta

Address: 1023 Lark st. Alamo Tx 78516

Phone: (956) 569-8815

	Temporary Service	Final Service
Approved by Environmental Health:	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	06/21/11

Water Supplier: ~~N.A.~~ NHWSC

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

Account/ESI No.: 10032789452131377

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Whitewing #3 Lot 7,

on Whitewing, 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 4/04/03);

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] 6/20/11);

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 [signature] 6/20/11);

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
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: 2-1321

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 Orta

Address: 1023 Lark st.
Alamo TX 78516

Phone: (956)569-8815

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

Whitewing #3 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

Maria Orta — Requesting Party (Signature)
10-21-11 — 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:

10-22-11 — **Date**

County Official

1864973

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

ASSUMPTION WARRANTY DEED

Date: September 10, 2005

Grantor: **Juan Francisco De La Garza**

Grantor's Mailing Address:

1103 Quail
Alamo, Hidalgo County, Texas 78516

Grantee: **Raymundo A. De La Garza**

Grantee's Mailing Address:

9213 Derby
Houston, Harris County, Texas 77075

Consideration:

1. The sum of TEN DOLLARS AND NO CENTS ($10.00) and other good valuable consideration which have been paid this day in cash to Grantor by Grantee, the receipt of which is hereby acknowledged.

2.a The assumption and agreement by Grantee to pay the unpaid balance of the principal and interest due and owing and to become due and owing on that one certain Promissory Note dated December 10, 2004, executed by Juan Francisco De La Garza, payable to the order of Enedina Salazar, in the original principal amount of ELEVEN THOUSAND SIX HUNDRED TWENTY-THREE AND 70/100 DOLLARS ($11,623.70) bearing interest at the rate of Fourteen Percent (14.00%) and payable as set forth therein. The Note is secured by a Vendor's Lien retained in a Deed of even date therewith from Carlos Salazar Construction and Development Corporation, to Juan Francisco De La Garza and recorded under DOC#1489905, Official Records, Hidalgo County, Texas and additionally secured by a Deed of Trust of even date therewith in favor of A. C. Garcia, TRUSTEE, and recorded under DOC #1489906, Official Records, Hidalgo County, Texas. The Deed of Trust has been additionally secured by a Deed of Trust to Secure Assumption and satisfactory payment of the above described Note payable to Enedina Salazar, to which reference is hereby made for all purposes, and the covenant and agreement by Grantee to keep and perform all of the obligations of the Grantor in the above described Deed of Trust.

2b. Grantee hereby expressly assumes the obligation of Juan Francisco De La Garza, under the terms of the instruments creating the loan to indemnify Enedina Salazar and, to the extent of any payment arising from the guarantee or insurance of the indebtedness described above, agreement of assumption being evidence by Grantee's acceptance and signature of this Deed.

Property(including any improvements, if any):

Lot 7, Whitewing #3 Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 42, Pages 16 & 17, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is subject to prior mineral reservations and conveyances of record, if any; oil & gas leases of record, if any; restrictive covenants of record, if any; easements of record, if any; easements, rules, regulations and rights in favor of the water district, if any, in which the property is situated; easements and reservations, as shown on the recorded subdivision plat; applicable zoning and subdivision ordinances and taxes for the year 2005 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

To Grantor, a reservation of the vendor's lien and superior title to the property and its improvements until the note assumed by Grantee has been fully paid according to its terms, at which time this deed will become absolute. Holder's release of the assumed liens will release this vendor's lien without the joinder of Grantor.

Grantor conveys the property described above, together with all and singular the rights and appurtenances to the property, to Grantee and Grantee's heirs, executors, administrators, and assigns to have and to hold forever; and Grantor does hereby bind grantors, Grantor's heirs, executors, administrators, and assigns to warranty and forever defend, all and singular, the above described property to Grantee and Grantee's heirs and assigns against every person lawfully claiming or to claim the property or any part thereof, subject, however, to the lien securing the payment of the note described above.

Words of any gender used in this Deed shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENTATION CONCERNING THE SALE AND PURCHASE OF THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO TITLE TO THIS PROPERTY.

EXECUTED this the 23 **day of** DEC. **2005.**

JUAN FRANCISCO DE LA GARZA, SELLER

AGREED TO AND ACCEPTED this the 23 **day of** December **, 2005.**

RAYMUNDO A. DE LA GARZA, BUYER

AGREEMENT

This is an agreement between Raymundo A De La Garza, Maria Griselda Orta and Jose Edgar Trevino on this 6 day of June 2011 per the following terms and conditions:

Raymundo A De La Garza is selling his property to Maria Griselda Orta and Jose Edgar Trevino for the amount of $20,000.00. The legal description of the property is WHITEWING #3 LOT 7 (1023 LARK ST ALAMO, TX 78516).

Maria Griselda Orta and Jose Edgar Trevino is giving $12,000.00 in cash to Raymundo A De La Garza as down payment; leaving a balance of $8,000.00 payable to Mr. Garza with a 0% interest, Mr. Trevino & Mrs. Orta will be making a total of 26 payments of $300.00 per month and the last payment of $200.00 totaling $8,000.00 at the end of this note starting the first payment on August 5, 2011.

Both parties hereby agree that the warranty Deed will be released to Mr. Trivino and Mrs. Orta when finishes paying for the property in full. Mr. Garza will hold the document until released to Mr. Trevino and Mrs. Orta.

Mr. Trevino and Mrs. Orta will be responsible to paid the property taxes and all other expenses related to this property after this date.

This is the sole agreement between both parties.

Signed this the 06th day of June 2011

Raymundo A De La Garza

José Edgar Trevino - Maria Orta
Jose E. Trevino and Maria G. Orta

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Raymundo A De La Garza, Maria G. Orta and Jose E. Trevino, known to me (or introduced to me by_____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this June 6, 2011

Nancy J Gonzalez

My commission expires 10-19-2012

NANCY J GONZALEZ
Notary Public, State of Texas
My Commission Expires
October 19, 2012

Chapter 232 Texas LGC Application

APPLICATION NO:
2-1321
Jun. 17, 2011

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

W5150-03-000-0007-00

[1] OWNER: RAYMUNDO DE LA GARZA
MARIA ORTA
1032 LARK ST.
ALAMO TX. 78516
Telephone No. 569-8815

[7] LEGAL DESC./NAME OF SUBDIVISION
WHITEWING #3 LOT 7

[2] CONTRACTOR: SELF

LOCATION: 0 LARK DR

[3] WATER SYSTEM: MILI

[8] SEWAGE: PUBLI

[4] PURPOSE OF APPLICATION: MOVED BUILDING
05- RESIDENTIAL MOVE-IN/RELO. BUILD

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 132 Sq. Ft.

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

[6] USE OF BUILDING: RES B-05

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 15' SIDES 6'

Prepared by _____ Date _____

Approved by _____ Date 6-14-11

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI
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: 4-10444

3-25

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:		Exempt
	Date Approved:	/ /	6/20/11

Name: Hugo Morales

Address: Santa Cruz Ranch #2
28½ E Brushline Rd.
Edinburg TX 78539

Phone: (956) 778-1135

Water Supplier: North Alamo water supply corp

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

Account/ESI No.: 254687-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Santa Cruz Ranches #2 Lot 98,

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 11-24-04);

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 [signature]);

N/A 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; 6-20-11 (verified by [signature]);

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; 6-20-11 (verified by [signature]);

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

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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: 4-10444
4-25-

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: Hugo Morales

Address: Santa Cruz Ranch #2 Lot 98.
Edinburg Tx 78539

Phone: (956) 778-1135

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

Santa Cruz Ranches #2 Lot 98

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 Hugo Morales 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) 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:

6-22-11
Date

County Official

CONTRACT FOR DEED

THE STATE OF TEXAS *
*
COUNTY OF HIDALGO *

THIS AGREEMENT is made and entered into this 01ST day of DECEMBER, 2010, between THOMAS GONZALEZ AND WIFE DEBORAH PERALES hereinafter referred to as "SELLER, and HUGO MORALES, A SINGLE MAN hereinafter referred to as "BUYER".

The SELLER, in consideration of the agreements and covenants on the part of the BUYER hereinafter contained agrees to sell and convey to the BUYER, and the BUYER agrees to purchase all of that certain parcel, lot, or piece of land situated in the, County of Hidalgo, State of Texas, described and bounded as follows:

Lot 98, Santa Cruz Ranches No.2, Hidalgo County, Texas, According to the map or plat thereof recorded in volume 45, page 71-74, map records of Hidalgo County, Texas, to which reference is hereby made for all pertinent purposes.

BUYER agrees to pay to SELLER at 4712 N. 34th St, McAllen, Texas 78503, Hidalgo, County for the above described real property, SEVENTY THOUSAND AND 00/100 DOLLARS ($70,000.00) DOLLARS together with interest thereon as hereinafter provided, said purchase price to be paid as follows:

ONE HUNDRED FORTY SIX DOLLARS ($146.00) to be paid at time of closing for contract and recording fees and the balance of SEVENTY THOUSAND AND 00/100 DOLLARS ($70,000.00) DOLLARS, BUYER will pay SELLER, a total of 180 monthly installments of $908.82 plus county tax commencing on the 1ST of January 2011 and ending on the 1st of December 2025.

The BUYER further agrees to pay all city, county, state and municipal taxes and assessments on the said above-described premises, of every nature whatsoever, assessed, levied, or accruing after the date hereof. If BUYER fails to pay any taxes and assessments agreed herein to be paid by BUYER, then BUYER agrees to re-pay to SELLER on the account of such taxes or assessments, together with interest thereon from date of payment until

SELLERS:

THOMAS GONZALEZ

DEBORAH GONZALEZ

SELLERS ADDRESS:
956 8676988
4712 N. 34th St
McAllen, Texas, 78504

BUYERS:

HUGO MORALES

BUYER ADDRESS:
956 778-1135
PO BOX 967
ELSA, TEXAS 78543

SIGNED UNDER OATH BEFORE ME ON THIS THE 29th DAY OF November, 2010 TO CERTIFY WHICH WITNESS MY HAND AND OFFICAL SEAL.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: March 28, 2013

IRENE QUINTANILLA
My Commission Expires
March 28, 2013

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10444
Mar. 30, 2011

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

S1753-02-000-0098-00

[1] OWNER: MORALES, HUGO

P.O. BOX 967
ELSA, TX. 78543
Telephone No. 778-1135

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 4,678 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ RANCHES #2 LOT 98

LOCATION: 0 2812 & BRUSHLINE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $30,000

[11] SPECIAL FLOOD HAZARD AREA: ___YES ☑ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 60' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
18" CENTERLINE OF ROAD.

David Castillo — Prepared by — 3-30-11 Date

Efrain Ceballos — Approved by — 3-21-11 Date

F. Hugo Morales — Signature of Owner or Applicant — 3-30-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0375D
Panel No. /Suffix: 480334 J 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: 4-10562

DCI.

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
			Chando Ram
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Sewer System
	Date Approved:	1 1	6 1/2 11

Name: Affordable homes of South Tx Inc.

Address: 1420 Erie Ave. Mcallen Tx 78501

Phone: 687-6263

Water Supplier: N. A. W. S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Trenton Estates Lot 52 2703 Saturday,

on May 4, 20 11, 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 5-14-08);

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 [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 Chando Ram);

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 Chando Ram);

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
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: 11-10562

B-01.

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: Affordable homes of South Tx

Address: 1420 Erie Ave.
Mcallen Tx 78501

Phone: 687-6263

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

Trenton Estates Lot 52 2703 Saturday

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Tony Fernandez — Requesting Party (Signature)
5-4-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5-20-11 — **Date**

Tim Castillo — **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.

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 04, 2012

_____
Notary Public, State of Texas

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10562
May. 3, 2011

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

T6838-00-000-0052-00

[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: RES. ZONE-B

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON ESTATES LOT # 52

LOCATION: 0 TRENTON & R. LONGORIA

[8] SEWAGE: PUBLI

[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 W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 20' REAR 15' SIDES 6'
MINIMUM ELEV. 18" ABOVE TOP OF ROAD

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: 4

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: 4-10527
B-01

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 System
Date Approved:	/ /	6/16/11

Name: Affordable homes of South Tx

Address: 1420 Erie Ave
McAllen Tx 78501

Phone: 687-6263

Water Supplier: N. A. W. S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Trenton Estates Lot 87 4315 Wednesday

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 5-19-08);

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 Charles Ray);

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 Charles Ray);

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
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: U-10527
B-01

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: Affordable homes of South Tx Inc.

Address: 1420 Erie Ave Mcallen Tx 78501

Phone: 687-6263

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

Lot 87 Trenton Estates 4315 Wednesday

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Tony Fernandez — — 11
Requesting Party (Signature) 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:

6-22-11
Date

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.

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 _____ 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: 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: 2-1165
D-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
			3K 3bedrm/2500sqft Agnetemandoux
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		621-1existing
	Date Approved:	/ /	/ /

Name: Rodrigo Orta

Address: 1301 Coy Drive
Alamo TX, 78516

Phone: 956-533-5667

Water Supplier: North Alamo Water Sup.

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

Account/ESI No.: N/A

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as:
Hacienda San Valentin #2 Lot 19 Coy Drive.

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 1-26-05);

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 [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 Agnete);

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 Antons);

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
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: 2-1165
D-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: Rodrigo Orta.

Address: 1301 Coy drive

Alamo Tx, 78516

Phone: 956-533-5667

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

Hacienda San Valentin #2 L-19

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Rodrigo Orta — Requesting Party (Signature)

6/21/11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

/ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
/ Other (describe) Dmt.

This part to be filled out by receiving county official:

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

6-22-11 — **Date**

H. Cantillo — **County Official**

COPY

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.

Special Warranty Deed with Vendor's Lien

Date: April 22, 2009

Grantor: CUATRO MESQUITES, LTD., A Texas Limited Partnership

Grantor's Mailing Address:

CUATRO MESQUITES, LTD.
1405 Shay Lane
Edinburg, Texas 78539
Hidalgo County

Grantee: RODRIGO ORTA and wife, MARIA MACARENA ORTA

Grantee's Mailing Address: 1006 Short Rd.
San Juan, Hidalgo County, Texas 78589

Consideration: TEN AND NO/100 ($10.00) DOLLARS and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of THIRTY-FOUR THOUSAND AND NO/100 DOLLARS ($34,000.00). 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 CIRO OCHOA, JR., Trustee.

Property (including any improvements):

All of Lot 19, HACIENDA VALENTIN SUBDIVISION NO. 2, Hidalgo County, Texas, according to the map recorded in Volume 48, Page 41-43, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Exceptions to Conveyance and Warranty: To the extent they validly exist:

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 restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any 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 arising from and existing by reason of the Property lying within canal rights of way claimed in fee by Hidalgo County Texas; and taxes for 2009, which Grantee assumes and agrees to pay, but not subsequent assessments for that and

Page 41, Map Records, Hidalgo County, Texas.

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, or 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.

As a material part of the Consideration for this deed, Grantor 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 Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates 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 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.

CUATRO MESQUITES, LTD.,
A Texas Limited Partnership

By its General Partner:
CUATRO MESQUITES MANAGEMENT, LLC

BY: _____
JERRY CANALES, MEMBER

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on April 22, 2009, by JERRY CANALES, as Member of CUATRO MESQUITES MANAGEMENT, LLC, a Texas Limited Liability Company as General Partner of CUATRO MESQUITES, LTD., a Texas Limited Partnership, on behalf of said partnership.

BELIA N. SAENZ
MY COMMISSION EXPIRES
June 15, 2009

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
LAW OFFICE OF L.G. "JERRY" CANALES
217 W. Cano
Edinburg, TX 78539
Tel: (956) 383-2708 Fax: (956) 383-8632

AFTER RECORDING RETURN TO:
RODRIGO ORTA
1006 Short Rd.
San Juan, Texas 78589

Chapter 232 Texas LGC Application

APPLICATION NO: 2-1165
Mar. 11, 2010

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

H0428-02-000-0019-00

[1] OWNER: ORTA, RODRIGO

P.O. BOX 998
SAN JUAN TX, 78589
Telephone No. 467-9294

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 4,104 Sq. Ft.

[6] USE OF BUILDING: RES.HOME.ZONEB

[7] LEGAL DESC./NAME OF SUBDIVISION
HACIENDA VALENTIN #2 LOT 19

LOCATION: 0 EL DORA & ALAMO

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $110,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS.FRONT 25' S. SIDE 15
SIDE 6' REAR 50' 18" 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: MI
Panel No. /Suffix:_____ Pct: 4

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: U-10495
X-95

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: Fernando Rosas

Address: 23901 Alma St
Monte Alto TX
78538

Phone: 956-262-8680

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		46723
Date Approved:	/ /	06/20/11

Water Supplier: North Alamo

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

Account/ESI No.: #10032789494199008

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Lantana Acres #6 Lot 58 ,

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 11-14-07);

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 Ron 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 _____ 6-20-11);

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 _____ 6-20-11);

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

Ron 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
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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: 11-10495
X-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: Fernando Rosas

Address: 23901 Almas st monte Alto TX 78538

Phone: 956-262-8682

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

Lantana Acres #6 58

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 Fernando Rosas 10-2011
Requesting Party (Signature) 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:

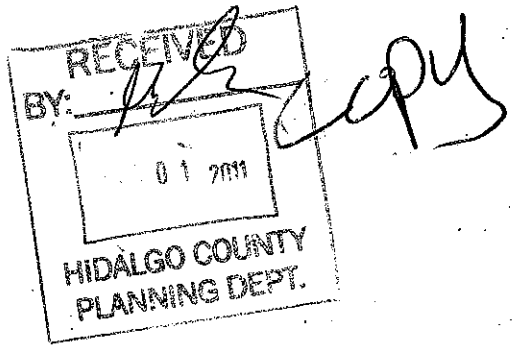
10-20-11
Date

Flor Castillo
County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 8, 2011

Grantor: The Three Grandes, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540



Grantee: Fernando Rosas Madrigal and Angelina Rosas

Grantee's Mailing Address (including county):
23901 Alma St.
Monte Alto, Texas 78538
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 Thirty-Two Thousand Dollars and No Cents ($32,000.00), 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) 58, Lantana Acres No. 6 Subdivision, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 27, 2007, payable to the order of Texas State 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 1806701. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Second Prior Note"), dated August 27, 2007, payable to the order of Santa Cruz Properties, Ltd., 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 1806702. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Second Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages an area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. 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;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. 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;

The Three Grandes, Ltd., a Texas Limited Partnership

BY: El Guy Loco, LLC, a Texas Limited Liability Company, General Partner

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 8 day of March, 2011, by Richard W. Ruppert, President of El Guy Loco, LLC, a Texas Limited Liability Company in its capacity of General Partner of The Three Grandes, Ltd., a Texas Limited Partnership.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

The Three Grandes, Ltd.
P.O. Box 959
Edinburg, Texas 78540

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

CATHARINE R. HELGESON
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-24-2014

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10495
Apr. 14, 2011

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

L2850-06-000-0058-00

[1] OWNER: FERNANDO & ANGELINA ROSAS

25120 CALLE DE ROSA
MONTE ALTO TX,
Telephone No. 756-1000

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 768 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES #6 LOT 58
4-9575 VOIDED SEE PMT.

LOCATION: 0 2812 & JESUS FLORES

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,200

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 25' SOUTHSIDE 10' NORTHSIDE 6'
18" TOP OF 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 **$60.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

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

Rev. 02-19-10

County of Hidalgo

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: 4-10561

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:		Chandra Rue
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer system
Date Approved:	/ /	6 / 16 / 11

Name: Affordable homes of South TX Inc

Address: 1420 Erie Ave. McAllen TX 78501

Phone: 687-6263

Water Supplier: N. A. W. S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Trenton Estates 4503 Monday L-12 .

on May 4, 20 11, 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 5-19-08);

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 [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 Chandra Rue);

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 Chandra Rue);

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

Flor 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: 4-10711 P01.

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: Affordable homes of South Tx

Address: 1420 Erie Ave'

Mcallen Tx 78501

Phone: 687-6263

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

Lot 12 Trenton Estates 4503 Monday

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Tony Fernandez 5-4-11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

10-20-11
Date

Ana Carrillo
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.

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 04, 2012

_____
Notary Public, State of Texas

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10561
May. 3, 2011

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

T6838-00-000-0012-00

[1] OWNER: AFFORDABLE HOMES

1420 ERIEI AVE.
MCALLEN TX. 78501
Telephone No. 330-6159

[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: RES. ZONE-B

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON ESTATES LOT # 12

LOCATION: 0 TRENTON & R. LONGORIA

[8] SEWAGE: PUBLI

[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 W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 20' REAR 15' SIDES 6'
MINIMUM ELEV. 18" ABOVE TOP OF ROAD

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: 4

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: 4-1056 23 D01

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 system
Date Approved:	1 1	6 16 11

Name: Affordable homes of South TX Inc

Address: 1420 Erie Ave
Mcallen TX
78501

Phone: 687-6263

Water Supplier: N. A. W. S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Trenton Estates Lot 73 4315 Thursday

on May 5, 20 11, 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 5/9/08);

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 [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 Chando Rau);

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 Chando Rau);

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
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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: 11-105 (02 BOT.

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: Affordable homes of South tx Inc.

Address: 1420 Erie Ave
Mcallen Tx 78501

Phone: 687-6263

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

Trenton Estates Lot 73 4315 Thursday

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Tony Fernandez 5-4-11
Requesting Party (Signature) 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:

5/24/11
Date

Ana Castillo
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.

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 04, 2012

_____
Notary Public, State of Texas

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10563
May. 3, 2011

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

T6838-00-000-0073-00

[1] OWNER: AFFORDABLE HOMES

1420 ERIE AVE.
MCALLEN TX. 78501
Telephone No. 330-6154

[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: RES. ZONE-B

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON ESTATES LOT # 73

LOCATION: 0

[8] SEWAGE: PUBLI

[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 W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 20' REAR 15' NORTH SIDE 10' SOUTH SIDE 6'
MINIMUM ELEV. 18" ABOVE TOP OF ROAD

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: 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: 2-B23
C-44

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:		50363
Date Approved:	/ /	06/21/14

Name: Faustino Contreras

Address: 119 E Minnesota Rd
Anamo Texas
78516

Phone: 956-331-3021

Water Supplier: NAWSC

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

Account/ESI No.: 255722-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Hermanos Contreras SUBDIVISION LOT 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 5-23-14);

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]);

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 [signature] 6/21/14);

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 [signature] 6/21/14);

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
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: 2-1323
C-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: Faustino Contreras

Address: #19 E Minnisota Rd
Alamo Texas 78516

Phone: 956-331-3021

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

Hermanos Contreras subDivision Lot 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

Faustino Contreras — Requesting Party (Signature)
6-20-2011 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
__✓__ Other (describe) Mut.

This part to be filled out by receiving county official:

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

6-22-11 — **Date**

Ana Castillo — **County Official**

Charge Sierra Title

STC/ BS GF # 308629

1458273

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.

WARRANTY DEED WITH VENDOR'S LIEN

CONFORMS TO STATE BAR FORM 2253 REV. 10-85

Date: April 1, 2005

Grantor: RENE SERGIO RAMIREZ and wife, IRMA B. RAMIREZ

Grantor's Mailing Address (including county): Rt. 1, Box 264
San Juan, Texas 78589
Hidalgo County

Grantee: FAUSTINO CONTRERAS, a married man and NICOLAS CONTRERAS also known as NICOLAS CONTRERAS VEGA, married men

Grantee's Mailing Address (including county):

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a note of even date that is in the principal amount of THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($33,750.00), and is executed by Grantees, payable to the order of WELLS FARGO BANK, N.A., P.O. Box 10399, Phoenix, Maricopa County, Arizona 85064. The note is secured by a vendor's lien retained in favor of WELLS FARGO BANK, N.A., in this Deed and by a Deed of Trust of even date from Grantees to WILLIAM R. GOERTZ, Trustee.

Property (including any improvements):
A tract of land out of Lot 10, Block 50, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 1, Pages 24 through 26, Map Records of Hidalgo County, Texas; said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point on the North line of Lot 10; for the Northwest corner of the following described tract of land; said point being in Minnesota Road and located South 81 degrees 15 minutes East, 891.0 feet from the Northwest corner of Lot 10;

THENCE, with the North line of Lot 10, in Minnesota Road; South 81 degrees 15 minutes East, 198.0 feet to a point, for the Northeast corner hereof;

THENCE, parallel to the West line of Lot 10; South 8 degrees 45 minutes West, at 25.0 feet pass an iron pipe on the South line of Minnesota Road and 1320.00 feet an iron pipe on the South line of Lot 10, for the Southeast corner hereof;

THENCE, with the South line of Lot 10; North 81 degrees 15 minutes West, 198.0 feet to an iron pipe, for the Southwest corner hereof;

THENCE, parallel to the West line of Lot 10; North 8 degrees 45 minutes East, at 1295.00 feet pass an iron pipe on the South line of Minnesota Road and at 1320.00 feet to the PLACE OF BEGINNING, containing 6.0 acres of land more or less.

Reservation from and Exceptions to Conveyance and Warranty:
Subject To:

Right-of-Way Easement dated September 5, 1956, from James E. Pozlin et ux to Texas Eastern Transmissions Corp., by instrument recorded in Volume 873, Page 300, Deed Records of Hidalgo County, Texas.

Right-of-Way Easement dated November 12, 1956, granted from Hidalgo County Irrigation District No. 2 to Texas Eastern Transmissions Corp., by instrument recorded in Volume 877, Page 15, Deed Records of Hidalgo County, Texas.

A Road Easement along the North side of subject property as shown on plat recorded in Volume 1, Pages 24 through 26, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 2.

Easements, or claims of easements, which are not of public record.

Oil and Gas Lease dated January 31, 2000, from Gary L. Jackson and wife, Sandy P. Jackson to Jamex, Inc., filed for record in the Office of the County Clerk of Hidalgo County, Texas, on February 29, 2000, under Clerk's File No. 850170.

All oil, gas, and other minerals reserved in Deeds recorded in Volume 696, Page 301, Deed Records of Hidalgo County, Texas and in Volume 1982, Page 538, Official Records of Hidalgo County, Texas.

Subdivision regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City wherein the subject property lies or holds extra-territorial jurisdiction.

All ad valorem taxes for the year 2005 and all subsequent years.

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 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, and plural nouns and pronouns include the singular.

WELLS FARGO BANK, N.A., at Grantees' request, has paid in cash to Grantors that portion of the purchase price of the property that is evidenced by the Note described. The vendor's lien and superior title to the property are retained for the benefit of WELLS FARGO BANK, N.A., and are transferred to that party without recourse on Grantors.

RENE SERGIO RAMIREZ

IRMA B. RAMIREZ

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 8 day of April, 2005, by **RENE SERGIO RAMIREZ and wife, IRMA B. RAMIREZ.**

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

B. SANTOS
Notary Public
State of Texas
My Comm. Exp. 9-08-2008

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

On: Apr 12,2005 at 04:51P

As a Recording

Document Number: 1458273
Total Fees : 16.00

Receipt Number - 667055
By,
Anna Maria Muniz, Deputy

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:
JOHN KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF:3108629;RS/ayr

Chapter 232 Texas LGC Application

APPLICATION NO:
2-1323
Jun. 20, 2011

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

H2155-00-000-0001-00

[1] OWNER: CONTRERAS, FAUSTINO & NICOLA

119 E. MINNESOTA
ALAMO, TX. 78516
Telephone No. 331-3021

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,512 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE C-44

[7] LEGAL DESC./NAME OF SUBDIVISION
HERMANOS CONTRERAS LOT 01

LOCATION: 0 MINNESOTA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $18,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:40' REAR:60' SIDE:6" SIDE:6"
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date 6/20/11

Approved by — Date 6/20/11

x Faustino Contreras — Signature of Owner or Applicant — Date 6-20-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0425C Pct: 2

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.

AI-27208 **6.A.**

Pipeline Permit

CC CONSENT

Date:	06/28/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

North Alamo Water Supply:
1. NEC Chapin Rd/ Sharp Rd- Bore- Daniel Villarreal- 3/4" service connection
2. Approximately 500' north of Calle Hernandez on the east side of Saenz St- X Rd- Debrah Saenz; 3/4" service connection

BACKGROUND

Fiscal Impact

Attachments

Link: NAWSC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 09:22 AM	APRV
2	Olga Garza	Angela Garcia	06/23/2011 08:32 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/23/2011 01:39 PM	APRV
4	Auditor's Office	Arcilia Duran	06/23/2011 05:54 PM	APRV
Form Started By: Sandra Garcia			Started On: 06/21/2011 01:47 PM	
Final Approval Date: 06/23/2011				

REVISED JANUARY 2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 28th day of June, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. NEC Chapin Rd/ Sharp Rd- Bore- Daniel Villarreal- ¾" service connection
- 2. Approximately 500' north of Calle Hernandez on the east side of Saenz St- X Rd- Debrah Saenz; ¾" serv conn

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

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

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

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

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

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

AI-27236 **7.A.**

457 plan hardship wd form - JV

CC CONSENT

Date:	06/28/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #094404

BACKGROUND

Fiscal Impact

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 02:42 PM	APRV
2	Auditor's Office	Arcilia Duran	06/23/2011 11:23 AM	APRV

Form Started By: Monica Badillo Started On: 06/22/2011 02:33 PM

Final Approval Date: 06/23/2011

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan Employee # 094404

Participar [redacted]

Address [redacted] **City** [redacted]

Social Sec [redacted] **me Pl**

SECTION

I understand [redacted] financ
the withdra[redacted] y finar
distributions, other than this withdrawal due to financial hardship, and [redacted]
me under the Plan, as well as all other plans maintained by the Cor[redacted] This withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deducible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ ——

Have you ever taken a hardship before? NO If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Joel Villarreal Date 6/22/11

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- **S&A** will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

CC 6/28/11

AI-27159 **8.A.**

membership dues - JP 3-2

CC CONSENT

Date:	06/28/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Daisy Zarate, JP3-2
Department:	EXECUTIVE OFFICE
Agenda Category:	Membership Dues

Information

CAPTION

J.P. 3/2:
Approval to renew the 2011 membership dues with the Justice of the Peace and Constables Association of Texas for Judge Jose I. Ochoa in the amount of $ 60.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-066-001-0-810

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

BUDGETARY IMPACT:

$60.00 available funds in req#188721 as of 06/22/11.

Attachments

Link: renewal card & affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2011 03:14 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/22/2011 03:16 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:56 PM	APRV

Form Started By: Monica Badillo Started On: 06/16/2011 02:30 PM

Final Approval Date: 06/23/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Jose Ismael "Melo" Ochoa**, do hereby state that my membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/ employee of Hidalgo County. I further state 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, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. 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: _____
TITLE: **Justice of the Peace**

JUSTICE COURT
HIDALGO COUNTY
PCT. 3 PL. 2
TEXAS
JUSTICE COURT

Before me **Daisy Zarate,** a Notary Public, appeared **Jose Ismael "Melo" Ochoa**, 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.

DAISY ZARATE
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC SEC. 113.064B

COUNTY AUDITOR'S FORM: SFA-CA-041

Justices of the Peace and
Constables Association of Texas
P.O. Box 623
Devine, Tx 78016
Internet Website: www.jpca.com

Judge Phillip Montgomery, Secretary/Treasurer



Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

To:
JUDGE JOSE ISMAEL OCHOA
730 BREYFOGLE ST. SUITE A
MISSION, TX 78572

Dues: **$60.00**

Please return this card with payment. If you have already renewed your membership, please notify this office

96348
Req. 00188721
0-1100-412-00-066-001-
0-810 QQ

INVOICE RECEIVED BY:
AR on 1/3/11
GOODS/SERVICES RECEIVED BY:
on 1/3/11

AI-27126 **8.B.**

Membership Dues for Hidalgo County Farm Bureau

CC CONSENT

Date:	06/28/2011
Submitted By:	Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES
Submitted For:	Barbara Storz
Department:	TX. AGRILIFE EXT. SERVICES
Agenda Category:	Membership Dues

Information

CAPTION

TX. Agrilife Ext. Services:
Requesting approval of membership dues for Hidalgo County Farm Bureau in the amount of $49.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-461-00-380-001-0-810

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

BUDGETARY IMPACT:

Amount available through Req#197991 in the amount of $49.00 as of 6/24/11 for Hidalgo County Farm Bureau.

This agenda item is a request for approval of membership dues. Funds do not need to be encumbered or requisitioned until approval from Court to enter into membership.

Attachments

Link: Membership dues back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 03:36 PM	APRV
2	Erika Zamora	Erika Zamora	06/23/2011 03:44 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 05:59 PM	APRV
4	Dina Trevino	Erika Zamora	06/24/2011 10:40 AM	APRV

Form Started By: Nora Linda Cruz Started On: 06/15/2011 02:49 PM

Final Approval Date: 06/24/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Hidalgo County AgriLife Extension Service, do hereby state that my membership in the Hidalgo County Farm Bureau 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 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, except for the providing of information for a member of the legislature or appearing before a 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 Barbara Starz

TITLE Department Head / CEA-Horticulture

Before me ~~Barbe~~ JP Janie Perales, a Notary Public, appeared Barbara C. Starz, 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.

JANIE PERALES
Notary Public, State of Texas
My Commission Expires
December 21, 2011
(SEAL)

Janie Perales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

HIDALGO COUNTY FARM BUREAU
PO BOX 1699
PHARR, TX 78577-1630

APPROVED BY: Barbara Abrego
DATE: 6-16-11

*Today, each U.S. farmer produces food and fiber for 129 people.

*American farmers produce 16 percent of the world's food on just 7 percent of the world's land.

*Agriculture is the nation's largest employer, with more than 21 million people involved in some phase.

*Food is most affordable in the U.S., where consumers spend less than 10 percent of their income.

*An acre of land, which is roughly the size of a football field, can produce Texas crops in the following quantities: 1,328 lbs. cotton, 14,000 lbs. corn, or 28,800 lbs. oranges

#BYNVRKR
HIDALGO COUNTY AGRILIFE EXTENSION SERVICE
410 N 13TH AVE
EDINBURG, TX 78541-

108
QCJ3

Invoice Received by: on 6/3/11
Goods/Services Received by: on 6/3/11

NOTICE! YOUR FARM BUREAU DUES ARE NOW PAYABLE

Complete and return this portion with your payment in the envelope provided.

HIDALGO COUNTY AGRILIFE
EXTENSION SERVICE
410 N 13TH AVE
EDINBURG, TX 78541-

Please make address corrections here

REMIT TO:

HIDALGO COUNTY FARM BUREAU
PO BOX 1699
PHARR, TX 78577-1630

MEMBERS DUES ARE NOT REFUNDABLE

DATE DUE		
7/1/2011	MEMBERSHIP DUES ▶	$ 49.00
County Contact: (956) 787-8844	TOTAL AMOUNT ▶	$ 49.00

County Office Use Only
Member No. QCJ3 Last Name HIDALGO COUNTY Check# _____ _____

Check no more than six commodities in which you are interested. Circle those to be deleted

☐	Beef/Cattle	☐	Nursery/Greenhouse
☐	Bees/Honey	☐	Other Oilseeds
☐	Broilers/Turkeys	☐	Peanuts
☐	Citrus	☐	Pecans
☐	Cotton	☐	Ratite
☐	Dairy	☐	Rice
☐	Eggs	☐	Sheep/Goats
☐	Feed Grains	☐	Soybeans
☐	Fish, etc.	☐	Sugar
☐	Forage/Hay	☐	Swine
☐	Forestry	☐	Vegetables
☐	Fruits/Berries	☐	Wheat
☐	Horses	☐	Wildlife

MEMBERS MAY RECEIVE ONLY ONE PUBLICATION

☐ Check here if you want to receive the rural lifestyle and organization news publication *Texas Neighbors*

☐ Check here if you want to receive the production agriculture publication *Texas Agriculture*

I want to renew my Farm Bureau membership because I am interested in promoting the welfare of agriculture and the rural way of life.

IMPORTANT NOTICE - KEEP FOR YOUR RECORDS

Farmers and ranchers may be eligible to deduct a portion of their membership dues as a business expense and should check with their tax consultant.

In accordance with current federal income tax law, a portion of your dues in the amount of $9.00 has been estimated to be allocable to lobbying activities, and that portion is not deductible even if payment of your dues qualifies as a business expense.

Dues, gifts or contributions cannot be deductible as a charitable contribution for federal income tax purposes.

SEE REVERSE FOR ADDITIONAL MEMBERSHIP INFORMATION

014324 - 110525

MEMBERSHIP CARD

THIS CERTIFIES THAT
HIDALGO COUNTY AGRILIFE EXTENSION SERVICE
IS A MEMBER OF
HIDALGO
COUNTY FARM BUREAU
(PROVIDED DUES ARE PAID)
EXPIRATION DATE:
7/31/2012
MEMBERSHIP NO.
QCJ3
MEMBERSHIP SINCE:
07/26/2010

TEXAS Farm BUREAU

MEMBERSHIP CARD

THIS CERTIFIES THAT
HIDALGO COUNTY AGRILIFE EXTENSION SERVICE
IS A MEMBER OF
HIDALGO
COUNTY FARM BUREAU
(PROVIDED DUES ARE PAID)
EXPIRATION DATE:
7/31/2012
MEMBERSHIP NO.
QCJ3
MEMBERSHIP SINCE:
07/26/2010

TEXAS Farm BUREAU

AI-27063 **8.C.**

Membership Renewal

CC CONSENT

Date:	06/28/2011
Submitted By:	David Sinder, INDIGENT DEFENSE
Submitted For:	David Sinder
Department:	INDIGENT DEFENSE
Agenda Category:	Membership Dues

Information

CAPTION

Indigent Defense:
Requesting approval to renew membership with Texas Association for Court Administrators for Isidro Sepulveda Jr and David Sinder in the amount of $75.00 each with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-009-003-0-810

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

BUDGETARY IMPACT:

$100.00 available funds in account as of 06/22/11.
$50.00 additional funds as of 06/28/11 pending CC approval. REF: Consent agenda item no. 27218.
This agenda item is a request to renew only. Funds do not need to be encumbered or requisitioned until approval from Court to renew membership.

Attachments

Link: affidavits

Link: membership card

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/13/2011 02:48 PM	APRV
2	Sylvia Solis	Sylvia Solis	06/16/2011 02:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/22/2011 02:51 PM	APRV
4	Auditor's Office	Arcilia Duran	06/23/2011 11:46 AM	APRV

Form Started By: David Sinder Started On: 06/13/2011 09:58 AM

Final Approval Date: 06/23/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, David Sinder, do hereby state that my membership in the T.A.C.A. 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: 6/20/11

TITLE: Compliance Monitor

Before me Alejandro Ochoa, a Notary Public, appeared David Sinder, 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.

ALEJANDRO OCHOA
Notary Public, State of Texas
My Commission Expires
December 21, 2011

SEAL

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Isidro Sepulveda, Jr., do hereby state that my membership in the TACA 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: Isidro Sepulveda Jr. DATE: 6-22-11

TITLE: Idigent Defense Director

Before me, Alejandro Ochoa a Notary Public, appeared Isidro Sepulveda, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ALEJANDRO OCHOA
Notary Public, State of Texas
My Commission Expires
December 21, 2011

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

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

Texas Association for Court Administration

MEMBERSHIP RENEWAL NOTICE

This is a reminder that your membership dues in the Texas Association for Court Administration are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement is encouraged.

The annual renewal fee for a regular membership is $75

Sign your Judge up for membership at the same time and pay $110 for both memberships!

Please make check payable to the Texas Association for Court Administration and mail the check with the renewal card to the following address:

Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

Thank you for your continued support

Texas Association for Court Administration
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, TX 77341-2296

Sam Houston State University
is a member of the Texas State University System

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004284448
$ 00.29⁰
MAILED FROM ZIP CODE

Membership Renewal

Hidalgo County Indigent Defense
ATTN: Isidro Sepulveda, Jr.
100 North Closner, Annex 1
Edinburg, Texas 78539

INVOICE RECEIVED ON 4/28/11
BY Lisa Delia
GOODS RECEIVED ON 4/28/11
BY
ACCOUNT #

Texas Association for Court Administration

MEMBERSHIP RENEWAL NOTICE

This is a reminder that your membership dues in the Texas Association for Court Administration are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement is encouraged.

The annual renewal fee for a regular membership is $75

Sign your Judge up for membership at the same time and pay $110 for both memberships!

Please make check payable to the Texas Association for Court Administration and mail the check with the renewal card to the following address:

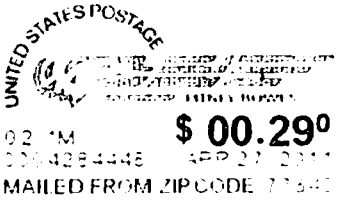
Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

Thank you for your continued support

Texas Association for Court Administration
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, TX 77341-2296

Sam Houston State University
is a member of The Texas State University System





Membership Renewal

Hidalgo County Indigent Defense
ATTN: David Sinder
100 North Closner, Annex 1
Edinburg, Texas 78539

INVOICE RECEIVED ON 4/27/11
BY [signature]
GOODS RECEIVED ON 4/29/11
BY [signature]
ACCOUNT # _____

AI-27198 **9.A.**

Applicant approval - Home Rehab program
CC CONSENT

Date: 06/28/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Irene Montoya
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request for approval of two (2) applicants in the Countywide area under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Carlos & Isela Cuellar Deferred Loan 40%, Loan 60% Reconstruct	CW 85-10-09	Weslaco Precinct #1	HOME 2010	A 0.33 acre tract of land out of Farm Tract 376, West and Adams Tracts Subdivision, Hidalgo County, Texas
Holaquer & Ninfa Vanegas Deferred Loan 40% Loan 60% Reconstruct	CW 85-10-10	Edinburg Precinct #4	HOME 2010	Lot 35, San Carlos Estates Hidalgo County, Texas

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2010 Budget. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

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

BUDGETARY IMPACT:
Utilizing Urban County 2010 HOME funds.

Attachments

Link: synopsis

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	06/21/2011 01:22 PM	APRV
2	Perla Lopez	Perla Lopez	06/23/2011 01:22 PM	APRV
3	Auditor's Office	Arcilia Duran	06/23/2011 06:00 PM	APRV

Form Started By: Estella Webber Started On: 06/21/2011 09:18 AM

Final Approval Date: 06/23/2011

Housing Rehab Program

ENTITY: Countywide Area

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since September 2010, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Carlos & Isela Cuellar

Family of three (3)
Applicant's age is 52, wife age is 52 and daughter ages is 19.

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$1.58
Debt to Income Ratio:	44%
Pay Back:	Yes – 60% payback & 40 % Deferred
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 21,268.00
HUD Income Limits (family of 3):	$ 33,500.00

Existing Dwelling: 3 bedrooms frame home, built in 1997.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide Area

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since September 2010, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Holaquer & Ninfa Vanegas

Family of four (4)
Applicant's age is 35, wife age is 35, daughter ages is 9 and son's age is 7.

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	29%
Pay Back:	Yes – 60% payback & 40 % Deferred
Number of Bedrooms:	3
Square Feet:	1334
Total annual household income:	$ 17,038.00
HUD Income Limits (family of 3):	$ 37,200.00

Existing Dwelling: 3 bedrooms frame home, built in 1985.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-27247 **10.A.**

Workers' Comp. Claims paid by Tristar Risk Management
CC CONSENT

Date:	06/28/2011
Submitted By:	Flora Vazquez, HEALTH BENEFITS
Department:	HEALTH BENEFITS
Agenda Category:	Budget and Management

Information

CAPTION

Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $ 46,116.64 for the period of June 1-15, 2011 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: Invoice

Link: Detail By Org

Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/23/2011 08:45 AM	APRV
2	Roland Garcia	Rolando Garcia	06/23/2011 03:43 PM	APRV
3	Auditor's Office	Arcilia Duran	06/24/2011 10:25 AM	APRV
4	Dina Trevino	Erika Zamora	06/24/2011 11:16 AM	APRV
Form Started By: Flora Vazquez			Started On: 06/22/2011 04:50 PM	
Final Approval Date: 06/24/2011				

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

June 16, 2011

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 87355

Loss Replenishment

Re: Workers Compensation

Losses Paid 6/1-6/15/11 (Check#506756-506911)	46,116.64
TOTAL CURRENT CHARGES	$ 46,116.64
Previous Balance Due	$ 59,898.81
Total Balance Due	$106,015.45

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 6/1-6/15/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
					Alternate Organization 1 Total: 1					94.70
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total: 84					7,687.69
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total: 247					38,334.25
					Grand Total: 332					46,116.64

HIDALGO COUNTY BUDGET OFFICE/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT FOR THE PERIOD OF: **June 1 thru 15, 2011**

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of $ 46,116.64.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses paid: 06/01-15/2011 (Check# 506756-506911)

1).	Hidalgo County	$ 38,334.25
2).	Hidalgo County Headstart Program	$ 7,687.69
3).	Community Service Agency	$ 00.00
4)	Drainage District #1	$ 94.70

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 46,116.64
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of June 28, 2011.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 103,883.36

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

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Employee Benefits Manager — Date 6/22/2011

Dept. of Budget & Management Budget Officer — Date 06/22/2011

Commissioner's Court Approval — Date

APPROVED BY
COMMISSIONERS' COURT
ON: _____

AI-27252 **11.A.**

Authority to Re-Advertise for Lease of Tower Space for HIDTA Task Force
CC CONSENT

Date:	06/28/2011
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to re-advertise a request for bids for "Lease of Tower Space for HIDTA Task Force" inasmuch as no bids were received, including the approval of the procurement packet (i.e. legal notice, specifications....., etc.) as attached hereto.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1-	ACCT. #: 1254-412-00-270-014-0-540
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

Attachments

Link: Draft Packet 2011-192

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	06/23/2011 10:05 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/23/2011 10:06 AM	APRV
3	Auditor's Office	Arcilia Duran	06/24/2011 09:10 AM	APRV

Form Started By: Gricelda Villarreal — Started On: 06/23/2011 09:10 AM

Final Approval Date: 06/24/2011

Bid No: 2011-192-00-00CGA	Buyer III: Gricelda (Cris) Ayala	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY-HIDTA TASK FORCE
"LEASE OF TOWER SPACE"

BID OPENING DATE:

JULY_____, 2011

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Contact Person:

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

LEGAL NOTICE **BID NO: 2011-192-00-00-CGA**

1. Sealed bids will be received for **HIDALGO COUNTY-HIDTA TASK FORCE – "LEASE OF TOWER SPACE"** 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-2011-192-00-00-CGA - HIDALGO COUNTY-HIDTA TASK FORCE – "LEASE OF TOWER SPACE"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, _____, 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-2011-192-00-00-CGA- HIDALGO COUNTY-HIDTA TASK FORCE – "LEASE OF TOWER SPACE".** 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: (IF APPLICABLE)

- 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:

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- 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)
  d) Notation - **HIDALGO COUNTY-HIDTA TASK FORCE – "LEASE OF TOWER SPACE".**
  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
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

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.

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. 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

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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:

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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.

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Bid
for
HIDALGO COUNTY

"HIDTA TASK FORCE – "LEASE OF TOWER SPACE"
BID NO.: 2011-192-00-00-CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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,

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Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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Exhibit "A"

HIDTA TASK FORCE

"LEASE OF TOWER SPACE"

BID NO.: 2011-192-00-00-CGA

SPECIFICATIONS

Hidalgo County is seeking to lease property for "Lease of Tower Space" for the HIDTA Task Force including, but not limited to the following:

Specifications and/or Requirements:

1. Leased property must have shelter to house transmission, reception and rebroadcast equipment.

2. Tower shelter must have electricity and air conditioning system.

3. Tower shelter should be of construction capable of withstanding sustained hurricane force winds.

4. Tower site must have a backup power source, generator preferred, capable of providing electricity for HIDTA equipment and tower operations for a period of forty-eight (48) hours.

5. Height of Tower should be four hundred forty (440) feet or taller and meet the design requirements of EIA/TIA-222-G.

6. Tower must meet all F.A.A. and F.C.C. guidelines and be licensed by the F.C.C. and tower provider shall attach a copy of each F.C.C. Antenna Site Registration.

7. Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the _____ day of _____, 2011. Tower site must be geographically located within 2 nautical miles of the following:

Latitude	Longitude
26-11-10.0N	098-11-19.6 W

This is essential to ensure County Wide radio coverage for mobile radios.

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8. Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

9. Tower rent must include cost of electricity.

10. Lessor throughout the lease term will maintain the property and keep it free of waste and nuisance.

11. Lessor throughout the lease term, at his own expense will maintain air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and all other components of the property.

12. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

13. Lessor agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the Lessor's approval/disapproval.

14. Lessor agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with the Lessee's use of the property.

15. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

16. Tower must have the capability for one circuit to be connected to AT&T.

17. Vendor must provide a bid amount for ALL yearly terms.

18. HIDTA shall be allowed to replace existing equipment used on the property with the prior written consent of awarded bidder without experiencing an increase in monthly rental costs. However, in the event, HIDTA desires to add "new" equipment to the property currently not in place at HIDTA expense, HIDTA shall also seek the prior written consent of awarded bidder, and awarded bidder shall submit a written proposal to HIDTA of the additional rental costs (if any)associated with the new equipment. If the parties reach an agreement for additional rental costs due to the addition of new equipment, then the new equipment may be added.

19. 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 onto Hidalgo County.

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EQUIPMENT TO BE INSTALLED AT TOWER SITE:

1. HIDTA will install the following antennas, lines and transmitters:

    - VHF Antenna @440 feet

2. All cable will be 7/8 inch heliax affixed to tower with approved hardware and be grounded at both top and bottom.

3. HIDTA will install one (1) VHF transmitter and one (1) VHF duplexer at the site.

PREMISES:

Tower Space at the elevation of 440 feet on an approximately 440 foot transmission tower located at Latitude 26°11"10.0' and Longitude 98°11"19.6' for one antenna, together with the nonexclusive right to the use of the tower structure for the transmission cable. Approximately 4 square feet, representing one (1) transmitter cabinet of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in the equipment building located on the property.

Terms and Conditions:

1. The term of the lease contract will be for a period of one (1) year Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessee. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessee to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.

7. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and

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Lessee against such loss and liability, in such amounts as Lessee may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessor.

8. The awarded bidder shall adhere to the following insurance requirements:
   - Property insurance 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 purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to lease services being performed by Lessor hereunder.

   - Bidder shall maintain insurance as described and listed in Insurance Requirements: See exhibit "C" attached. Bidder must also insure property for fire, accident and natural disaster.

The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

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 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA EMAIL TO: cris.villarreal@co.hidalgo.tx.us by no later than **Wednesday, _____, 2011 by 5:00P.M.** Responses will be sent to all applicants/participants via facsimile or via email by no later than, **Friday, _____, 2011 by 5:00P.M.**

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EXHIBIT "B"

BID PAGE

HIDALGO COUNTY HIDTA TASK FORCE
"LEASE OF TOWER SPACE"

Vendor must submit a bid amount for ALL yearly terms.

Initial 1 year term:	
Description	**Bid Amount**
Cost per month	**$**_____
Total cost for 1st of 1 year term (12 months)	**$**_____
Renewal Options 2nd Year term: ***Nine (9), One (1) year terms:	
Description	**Bid Amount**
Cost per month	**$**_____
Total cost for 2nd term of 1 year (12 months)	**$**_____
3rd Year term:	
Cost per month:	**$**_____
Total cost for 3rd term of 1 year (12 months)	**$**_____
4th Year term:	
Cost per month	**$**_____
Total cost for 4th term of 1 year (12 months)	**$**_____
5th Year term:	
Cost per month	**$**_____
Total cost for 5th term of 1 year (12 months)	**$**_____

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6th Year term:	
Description	**Bid Amount**
Cost per month	**$**_____
Total cost for 6th term of 1 year (12 months)	**$**_____
7th Year term:	
Cost per month	**$**_____
Total cost for 7th term of 1 year (12 months)	**$**_____
8th Year term:	
Cost per month	**$**_____
Total cost for 8th term of 1 year (12 months)	**$**_____
9th Year term:	
Cost per month	**$**_____
Total cost for 9th term of 1 year (12 months)	
10th Year term:	
Cost per month	**$**_____
Total cost for 10th term of 1 year (12 months)	**$**_____
Grand Total	
Overall Total Cost for 10 years (120 months)	**$**_____
FCC Antenna Site Registration #	

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BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NO'S:	
CELLULAR NO:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE	

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-11-192-00-00

THIS AGREEMENT is made and entered into this ___ day of _____**, 2011** by and between _____ a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit A-1and Exhibit A-2, incorporated herein at this point for all purposes of ("the Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on _____**, 2011** and expiring on _____**, 2012**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination

2.03 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.04 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however,

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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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of _____ per month for a **one (1) year period**. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on,_____ rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at: _____, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee _____sq feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect

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to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

Addition of New and Replacement Equipment.

7.03 In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor.

DRAFT

The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective _____and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

DRAFT

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR

.

LESSEE
County Of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
1615 So. Closner Ste., J
Edinburg, Texas 78539

With copy to:
Hidalgo County HIDTA Task Force
PO Box 5719
McAllen, Texas 78502

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where

DRAFT

permitted by this Agreement.

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas/

Legal Construction

10.04 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at

DRAFT

the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON _____, 2011

DRAFT

Approved as to form:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

Lessee:
County Of Hidalgo

By: _____
Ramon Garcia, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:

By: _____

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EXHIBIT “A”

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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DRAFT

EXHIBIT “A-1”

LEGAL DESCRIPTION

LEASE OF TOWER SPACE

EXHIBIT “A-2”
PROPERTY LEGAL DESCRIPTION

LEASE OF TOWER SPACE

DRAFT

EXHIBIT “B”
BID PAGE

DRAFT

DRAFT

EXHIBIT "C"

INSURANCE CERTIFICATE

AI-27228 **11.B.**

Invoice Payment-Guzman & Munoz Engineering (C-11-111-04-19)
CC CONSENT

Date:	06/28/2011
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 the following invoices with Guzman & Munoz Engineering and Surveying, Inc. with Contract #C-11-111-04-19-amid purchase orders and work authorizations as indicated below for the provision of Engineering Design, Topography Surveying and Engineering Drainage Services:

Invoice #4626-Work Authorization #2-PO#657600 in the amount of $13,680.00-Mile 12 1/2 North from Mile 5 West to Mile 4 West.
Invoice #4642-Work Authorization #1-PO#657601 in the amount of $14,690.00-FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West.)
Invoice #4643-Work Authorization #3-PO#657599 in the amount of $3,690.00-Drainage Improvement To Mile 6 North Road & Anastasia Road (Sunrise Subd.).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-041-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #657599 for Guzman & Munoz Engineering & Surveying-Amount available as of 6-23-11 $32,700.00 for to WA #3 in relation to Mile 6N & Anastacia Rd. (Sunrise S/D)

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-085-0-731/733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #657601 for Guzman & Munoz Engineering & Surveying; Amount available as of 6-23-11 $63,900.00 in relation to WA #1 for Mile 17N (FM 88-FM 1015).

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-041-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #657600 for Guzman & Munoz Engineering & Surveying-Amount available as of 6-23-11 $46,500.00 for WA #2 in relation to M12 1/2 N (FM 88 aka M. 5W - M4W)

Attachments

Link: INVOICE DOCUMENTATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	06/22/2011 03:42 PM	APRV
2	Budget & Management	Merlen P. Munoz	06/22/2011 03:56 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/23/2011 03:53 PM	APRV
4	Auditor's Office	Arcilia Duran	06/24/2011 11:07 AM	APRV

Form Started By: Vangie Garcia Started On: 06/22/2011 12:03 PM

Final Approval Date: 06/24/2011

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, June 22, 2011 9:59 AM
To: evangelina.garcia@co.hidalgo.tx.us
Subject: Emailing: G & M Inv 4642,4643,4626
Attachments: G & M Inv 4642,4643,4626.pdf

GM Vangie: can you please place the following invoices from Guzman & Munoz on the next CC for approval for payment....
Your message is ready to be sent with the following file or link attachments:

G & M Inv 4642,4643,4626

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 #4642
DATE: 6/20/2011

BILL 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	$6,690.00	$ 6,690.00	$ 13,380.00	60%	$ 8,920.00
Construction Phase Services/ Daily Inspection	$14,400.00	$0	$0	$0	0	$14,400.00
Topography Surveying	$19,200.00	$19,200.00	$0	$19,200.00	100%	$0.00
Engineering Drainage	$ 8,000.00	$0	$8,000.00	$8,000.00	100%	$0.00
Totals	$63,900.00	$25,890.00	$14,690.00	$40,580.00		$23,320.00

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	$40,580.00
LESS PREVIOUS INVOICES	$25,890.00
CURRENT PAYMENT DUE	**$14,690.00**

1-342-431-00-121-035-0-731

PO 657601

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

INVOICE

INVOICE #4643
DATE: 6/20/2011

BIII TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

FOR:
Drainage Improvement to Mile 6 North Road & Anastasia Road (Sunrise Subd)
Contract No. C-11-111-04-19
Work Order # 3-Purchase Order # 657599
$32,700.00

DESCRIPTION	CONTRACT AMOUNT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPLETE	BALANCE TO FINISH
Drainage Study	$ 5,000.00	$5,000.00	$0	$5,000.00	100%	$0.00
Engineering Design for Drainage Study Recommendations	$12,300.00	$0	$3,690.00	$3,690.00	30%	$8,610.00
Construction Phase Services/ Daily Inspection	$ 3,700.00	$0	$0	$0	0	$3,700.00
Topography Surveying for Study & Design	$ 4,200.00	$4,200.00	$0	$4,200.00	100%	$ 0.00
Drainage Easements (3 Parcels)	$ 7,500.00	$0	$0	$0	0	$7,500.00
Totals	$32,700.00	$9,200.00	$3,690.00	$12,890.00		$19,810.00

Project Manager's Signature

ORGINAL CONTRACT SUM	**$32,700.00**
CHANGE BY CHANGE ORDER	$0.00
CONTRACT SUM TO DATE	$32,700.00
TOTAL COMPLETE TO DATE	$12,890.00
LESS PREVIOUS INVOICES	$ 9,200.00
CURRENT PAYMENT DUE	**$ 3,690.00**

1-1342-431-00-121-041-0-731

PO 657599

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

INVOICE

INVOICE #4626
DATE: 6/20/2011

BIll TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

FOR:
Drainage Improvement to Mile 12 ½ North Road, from FM 88 (Mile 5 West) to Mile 4 West
Contract No. C-11-111-04-19
Work Order # 2-Purchase Order # 657600
$46,500.00

DESCRIPTION	CONTRACT AMOUNT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPLETE	BALANCE TO FINISH
Drainage Study	$ 5,000.00	$5,000.00	0	$ 5,000.00	100%	$0.00
Engineering Design for Drainage Study Recommendations	$17,100.00	$0	$13,680.00	$13,680.00	80%	$ 3,420.00
Construction Phase Services/ Daily Inspection	$ 8,600.00	$0	$0	$ 0	0	$ 8,600.00
Topography Surveying for Study & Design	$15,800.00	$15,800.00	$0	$15,800.00	100%	$0.00
Totals	$46,500.00	$20,800.00	$13,680.00	$34,480.00		$12,020.00

ORGINAL CONTRACT SUM	**$46,500.00**
CHANGE BY CHANGE ORDER	$0.00
CONTRACT SUM TO DATE	$46,500.00
TOTAL COMPLETE TO DATE	$34,480.00
LESS PREVIOUS INVOICES	$20,800.00
CURRENT PAYMENT DUE	**$13,680.00**

Project Manager's Signature

1-1342-431-00-121-041-0-733

PO 657600

AI-27214 **11.C.**

Revised Exhibit "A" & End User Service Agreement
CC CONSENT

Date:	06/28/2011
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. Sheriff's Law Enforcement Office:
a. Requesting authority to purchase (4) executive frames 8"x10" black mahogany and (3) Dax wood frames 5"x7" easel back black and (2) plaques in-an instant award kit 10 1/2"x 13" plaque w/3 1/2 " x 11" inserts through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor Staples Business Advantage contract #328-09 through the following requisition #197581;
b. Requesting authority to purchase staff portraits (6) 8"x10" at $15.00/each and (3) 5"x7" at $15.00/pair plus a sitting fee at $25.00/each with Treviño's Photo Center through requisition #197429;

3. **(I. T.) Information Technology:**
Requesting authority to enter into (1) year and execute required End User Service Agreement for a high-speed internet connection, called "Port (NxT1 10.5) with (1) non-managed router at $697.06/month, and (7) Port (speed) with managed router access (10.5=7 T1s) at $260.00 each/month through our membership/participation with (DIR) Department of Information Resource with Department of Information Resources/AT&T contract DIR-SDD-826 through requisition #193574:

BACKGROUND

Requisitions: 197581 197429 193574

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-601

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

BUDGETARY IMPACT:

Item 2a:
Amount available for requisition# 197581 as of 6-23-11 $100.03 for Staples Business Advantage

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Item 2b:
Amount available for requisition# 197429 as of 6-23-11 $210.00 for Trevino's Photo Center.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-534

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

BUDGETARY IMPACT:

Item 3:
Amount available for requisition# 193574 as of 6-23-11 $15,102.36 for Department of Information Resources.

Attachments

Link: Buyboard-Moore Medical LLC

Link: TCPN-SSCi

Link: GSA-Safety Vision, LLC

Link: Revised COOP Vendor's List

Link: AT&T-IT Dept.

Link: backup

Link: STAPLES - Sheriff's Office

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	06/22/2011 03:41 PM	APRV
2	Budget & Management	Merlen P. Munoz	06/22/2011 03:55 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/24/2011 08:18 AM	APRV
4	Matilde Faz	Matilde Faz	06/24/2011 09:49 AM	APRV
5	Manuel Chapa	Manuel Chapa	06/24/2011 11:42 AM	APRV
6	Auditor's Office	Arcilia Duran	06/24/2011 11:51 AM	APRV

Form Started By: Matilde Faz Started On: 06/21/2011 04:20 PM

Final Approval Date: 06/24/2011

Vendor Contract Information

Proposal Documents

Back

Vendor: Moore Medical LLC
Address: 1690 New Britain Ave.
Farmington, CT 6032
Phone: (800) 234-1464
Contact: Bonnie Irish
Email: bid@mooremedical.com
Website: www2.mooremedical.com
Federal ID: 20-2046702
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Equipment #363-10
Effective Date: 4/1/2011
Expiration Date: 3/31/2014
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Freight prepaid by vendor and added to invoice
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
363-10
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Freight will be prepaid and added to invoice. See attached
Return Policy: See attached

[Log Out]

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Consent #2724
6/28/11

SSCI Environmental, Construction and Consulting Services

Company:
Separation Systems Consultants, Inc. (SSCI)

Contract(s):
Environmental Services

Contract Number:
R5068 (All PO's must reference "Per TCPN Contract")

Contract Term:
June 1, 2011 to May 31, 2016

Products and Services:

Documents:

Order Placement:
Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."

Pricing:
Contact vendor for pricing.

Vendor Contacts:
Corporate Headquarters
17041 El Camino Real Ste 200
Houston, Texas 77058
Phone (281) 486-1943
Fax (281) 486-7415
ssci@sscienvironmental.com

Vendor Website:
http://www.sscienvironmental.com/

Consent #27214
6/28/11

GSA eLibrary

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Search: all the words Go

Contractor Information

(Vendors) How to change your company information

Contract #: GS-07F-0022J
Contractor: SAFETY VISION, LLC
Address: 6100 WEST SAM HOUSTON PKWY N
HOUSTON, TX 77041-5113
Phone: (713)896-6600
E-Mail: mcaka@safetyvision.com
Web Address: http://http:/safetyvision.com

Socio-Economic : Small business
SBA Certified Small Disadvantaged business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Contracting Officer:
MARY J. FOSTER
Phone: 817-850-8148
E-Mail: mary.foster@gsa.gov

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category		View Items Available
84	TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE	GS-07F-0022J		Sep 30, 2013	426 4C 426 4S	COOP PURCH DISAST RECOV ARRA COOP PURCH DISAST RECOV ARRA	GSA Advantage! GSA Advantage!

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
6//28/2011	***Moore Medical LLC***	**Public Safety & Fire House Supplies & Equipment**	**363-10**	**4/1/2011 - 3/31/2014**
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
6/28/2011	***Separation Systems Consultants, Inc. (SSCI)***	**Environmental Services**	**R-5068**	**06/01/2011-05/31/2016**
	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
6/29/2010	Galls/Aramark		GS-07F-0157M	
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	
6/28/2011	***Safety Vision, LLC***	**Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response**	**GS-07F-0022J**	**9/30/2013**
	Tactical Gear Now, Inc.		GS-07F-5508R	

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

Requisition

Req # 00193574

PO #

Date: 04/11/11

Consent # 6/28/11

Bill To: x
x

Vendor : 315354
DEPARTMENT OF INFORMATION RESOURCES
P.O. BOX 13564
AUSTIN TX 78711-3564

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-826

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-826 LOC -100 N. CLOSNER BLVD.		
		DO NOT DUPLICATE ORDER		
6.00	MONTH	CO PORT (NxT1 10.5) with Non-Managed Router JULY 2011 THRU DEC 2011	697.06	4,182.36
6.00	EACH	CO Port (Speed) with Managed Router Access (10.5=7 T1s) JULY 2011 THRU DEC 2011	1,820.00	10,920.00
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-534	15,102.36	
			Freight	.00
			Total	15,102.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req #193574

DIR CONTACT #DIR-SDD-826 End User Location	LSO	ATT mileage Range	LATA	Pricing by
LOC- 100 N Closner Blvd	956 383	15	568	Tasha Byerly
Edinburg 78541				
Itemized Service Charges	**QTY**	**Rate**	**Total Monthly Rate**	
Port (NxT1 10.5) with Non-Managed Router	1	697.06	$697.06	
Port (Speed) with Managed Router				
Access (10.5 = 7 T1s)	7	$260.00	$1,820.00	
Increment Charges				
Total			$2,517.06	

12 Month Term Required. If termination occurs before the end of the initial term of the End User monthly recurring charges for the terminated service or service component multiplied by the montl waived or unpaid non-recurring charges are applicable. If End User extends the agreement for ano termination charges will apply within that term.

Req #193574

DATE	AGENCY
6/21/2011	Hidalgo H57
Non-Recurring	
$17,885.00	
$17,885.00	

Service Agreement, 100% of the
ıs remaining in the term, plus any
ther consecutive period, no

Req # 193574

Manufacturer/Product Line /Product Category	Description of MSRP	Customer (MRC) Price	Comments
Example:	Example Service	$104.00	Example of Pricing and discounts.
Internet Services			
Flat Rate MIS	Access: T1 w/ BW - 128 Kbps	$81.90	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 256 Kbps	$101.92	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 384 Kbps	$121.94	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 512 Kbps	$141.96	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 768 Kbps	$149.24	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 1024 Kbps	$154.70	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 1.5 Mbps	$171.08	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: OC3 w/ BW - 2 Mbps	$214.76	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 3 Mbps	$309.40	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: OC3 w/ BW - 4 Mbps	$391.30	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 4.5 Mbps	$400.40	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: OC3 w/ BW - 5 Mbps	$409.50	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 6 Mbps	$455.00	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: OC3 w/ BW - 7 Mbps	$515.06	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 7.5 Mbps	$538.72	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: OC3 w/ BW - 8 Mbps	$569.66	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 9 Mbps	$624.26	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T3 w/ BW - 10 Mbps	$669.76	Equip: Customer Provided -- Install: T
Flat Rate MIS	**Access: NxT1 w/ BW - 10.5 Mbps**	**$697.06**	**Equip: Customer Provided -- Instal Install**
Flat Rate MIS	Access: NxT1 w/ BW - 12 Mbps	$797.16	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T3 w/ BW - 15 Mbps	$897.26	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T3 w/ BW - 20 Mbps	$1,124.76	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T3 w/ BW - 30 Mbps	$1,583.40	Equip: Customer Provided -- Install: T

ACCESS PRICING

Mileage	**Discounted**
0	$156.00
1 - 10	$187.20
11+	$260.00
0 - 10	$1,040.00
11 - 25	$2,080.00
26+	$5,200.00
0 - 10	$1,560.00
11 - 25	$5,200.00
26+	$10,400.00
ICB Required	ICB Required
ICB Required	ICB Required

AT&T SOA Reference No. _____
DIR Contract No. DIR-SDD-826

APPENDIX C
AT&T Managed Internet Service
End User Services Agreement

END USER Legal Name ("End User")	AT&T Corp. (or enter AT&T signing entity) ("AT&T")	AT&T Sales Contact Name Primary Contact
	AT&T Corp.	
END USER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
	55 Corporate Drive Bridgewater, New Jersey 08807 Attn: AT&T Internet Service Contract Management Email: mast@att.com url: http://ma.kweb.att.com Fax: 908-325-0222	Telephone: Fax: Email: Sales/ Branch Manager: Sales Strata (if applicable): Sales Region:
END USER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) Primary Contact
Name / Title: Hidalgo County Telephone: 956-292-7010 Fax: 956-318-2152 Email: END USER Account Number or Master Account Number:		Name: Company Name: Telephone: Fax: Email: Agent Code:
AT&T Branch Contract Contact Information	AT&T Branch Contract Contact Information (continued)	
FMM, Contract Specialist or CPM Name: Address:	Telephone: Email:	

Formatted: Polish
Field Code Changed
Formatted: Polish
Formatted: Polish

This End User Services Agreement ("EUSA") and its schedules are part of the DIR/ Services Contract (for purposes hereof, "the Contract" between AT&T and End User and the Texas Department of Information Resources).

AT&T SOA Reference No. _____
DIR Contract No. DIR-SDD-TMP-826

AT&T Managed Internet Service
End User Services Agreement

In the event of a conflict among terms, the order of descending priority shall be this End User Services Agreement, the Contract, and the applicable AT&T Service Guide.

AGREED:

END USER:

By: _____
(Authorized Signature)

Hon. Ramon Garcia
(Typed or Printed Name)

Hidalgo County Judge
(Title)

6/28/2011
(Date)

AGREED:

Texas Department of Information Resources (DIR):

By: _____
(Authorized Signature)

Cindy Reed
(Typed or Printed Name)

Deputy Executive Director-Operations and Statewide Technology Sourcing
(Title)

(Date)

Legal: _____

AGREED:

AT&T Corp.

By: _____
(Authorized Signature)

(Typed or Printed Name)

(Title)

(Date)

AGREED:

1. **SERVICE**

A. AT&T will provide the following Services to End User under this EUSA:

- **AT&T Managed Internet Service**

The service descriptions and other provisions relating to the Service will be as set forth in this EUSA, the Contract (including the Exhibits thereto), and the appropriate sections of the Service Guide.

B. End User may not resell the Service or any Service Components to third parties without AT&T's prior written consent.

2. **DEFINITIONS**

Capitalized terms used but not defined in this EUSA are defined elsewhere in the contract.

A. "**AT&T CPE**" means equipment provided under this EUSA by AT&T or its suppliers and located on End User's premises.

B. "**Effective Date**" is the date on which the last party signs this EUSA.

C. "**Equipment**" means "**AT&T CPE**".

D. "**Initial Service Period**" for each Service Component is the Service Period stated on the pricing schedule (corresponding to Appendix D of the Contract) that is affixed to this EUSA.

E. "**Scheduled Service Activation Date**" for each Service Component is the date scheduled by AT&T for such Service Component to be activated.

F. "**Service**" means collectively all of the Service Components End User orders or makes use of under this EUSA, as more fully described in the Service Guide.

G. **"Service Activation Date**" for a Service Component, except as specified below, means the date the Service Component is activated, as more fully described in the Service Guide.

H. "**Service Component**" refers to the individual portions of the Service ordered pursuant to this EUSA, as these components are more fully described in the Service Guide.

I. "**Service Guide**" consists of the standard AT&T service descriptions, pricing and other provisions, as revised by AT&T from time to time, relating to Service offered under this EUSA. The Service Guide is located at http://www.att.com/abs/serviceguide or at such other address as AT&T may specify by posting or email notice.

J. "**Service Period**" for each Service Component consists of the Initial Service Period for such Service Component and all applicable Renewal Periods for such Service Component (as described in Section 3.B.).

3. **TERM, RENEWALS, AND BILLING**

A. All Service Components have an Initial Service Period of one year.

B. If Contract No. DIR-SDD-826 is extended, the End User's shall have the option to extend this EUSA for one additional consecutive 1-year term, not to ever be for a period longer than one year beyond the Contract termination/expiration date. In the event an option is available to exercise, the End User shall provide AT&T with written notice of its intent to extend at least thirty (30) days before the last day of the applicable Initial Service Period or Renewal Period and such notice will be effective thirty (30) days after AT&T receives such notice.

C. Unless otherwise specified on the pricing schedule, billing for any Service Component will begin on the Service Activation Date of the Service. However, if by End User's actions or omissions the Service Activation Date for a Service Component does not occur by the Scheduled Service Activation Date, billing will begin on the day after the Scheduled Service Activation Date for such Service.

4. **TERMINATION**

A. End User may terminate this EUSA and/or any Service Component during the initial Service Period, or during any subsequent Renewal Period, by giving AT&T at least thirty (30) days' prior written notice and payment of any applicable Termination Charges set forth in this Attachment.

B. AT&T may discontinue providing the Service to the public (including End User), upon 12 months written notice, or a Service Component, upon 120 days written notice.

C. AT&T may terminate this EUSA immediately upon written notice if End User does not order a Service Component within ninety (90) days of the Effective Date of this EUSA.

D. If End User fails to rectify a violation of AT&T's Acceptable Use Policy (the "AUP") within thirty (30) days after receiving notice thereof from AT&T, then AT&T may terminate this EUSA or suspend Service, except that Service may be suspended without notice (i) in response to a court order or government demand, or (ii) if AT&T determines, in its reasonable discretion, that the violation is likely to cause AT&T to be in violation of law or expose AT&T to irreparable harm or cause harm to the integrity or normal operation of AT&T's network or AT&T's ability to provide services to other customers.

E. End Users may issue a written notice of default to AT&T upon the occurrence of a material breach of any covenant, warranty or provision of this End User Services Agreement. End User shall give AT&T thirty (30) days from receipt of notice to cure said default. If AT&T fails to cure said default within the timeframe allowed, (which may be longer than thirty (30) days if the defaulting party is proceeding diligently to cure the breach), the End User may, at its option and in addition to any other remedies it may have available, cancel and terminate this End User Services Agreement. In exercising its rights under this provision, End Users agree to use DIR, without creating liability for DIR, to communicate all required notices to AT&T. AT&T agrees to hold DIR harmless in fulfilling its role as communicator of notices under this provision.

F. This End User Service Agreement may be terminated if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments or by the Texas Legislature on behalf of state agencies. In the event of non-appropriation, AT&T shall be provided thirty (30) days written notice from DIR, on behalf of the End User, of the intent to terminate.

G. Except in the instances of termination under subparagraph E and F above for which no termination fees shall apply, upon termination of this EUSA and/or any Service Component by End User or AT&T under this Section 4, or by AT&T under the Contract, End User will be responsible with respect to each terminated Service Component for payment of all charges incurred as of the effective date of termination, and except in the case of termination by AT&T pursuant to Section 4.B. of this EUSA, payment of the following Termination Charges: (i) all access facilities termination charges, as may be applicable under the terms and conditions of the Contract for access services, and (ii) a termination fee equal to 100% of the scheduled payments for each non-Local Access Service Component, for each of the months remaining in the initial term of twelve (12) months.

5. **RESPONSIBILITIES OF THE PARTIES**

A. End User agrees to be bound by and shall assure that Users comply with the AUP. The AUP details the types of End User and User activities that are prohibited. The AUP may be revised from time to time, and is available for review at: http://www.ipservices.att.com/policy.html, or at such other address as AT&T may specify by posting or email notice. If End User wishes to be notified of any modifications to the AUP, End User may visit such address and subscribe to the AUP modification notification service.

B. Except for IP addresses expressly registered in End User's name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and End User shall have no right to use such IP addresses upon termination or expiration of this EUSA.

C. AT&T will use reasonable commercial efforts in providing the Service. However, AT&T does not guarantee network security, or the integrity of any data which is sent, backed up, stored or subject to load balancing or that AT&T security procedures will prevent the loss of, alteration of, or improper access to, End User data and information. Except as set forth in the Service Guide, AT&T will not provide support directly to, or in interface with, any User.

6. **LOCAL ACCESS**

Pricing for local access from AT&T shall be provided at the pricing set forth in Appendix D of the Contract. End User is responsible for obtaining Local Access. "Local Access" refers to the connection between the End User premises and the nearest AT&T point of presence and is required for the Service. End User may choose to have AT&T provide the Local Access or to have the Local Access provided by another carrier. Local Access provided by AT&T under this EUSA may be used only for the Service. AT&T will not manage Local Access provided by another carrier, and AT&T will not be responsible for the availability of such Local Access. End User will not be able to use the Service if Local Access is unavailable.

7. **EQUIPMENT AND SOFTWARE**

A. If AT&T installs AT&T CPE on End User's premises for the purpose of enabling AT&T to provide the Service to End User, End User will have no right, title or interest in such AT&T CPE. End User shall keep the AT&T CPE free from all liens, charges, and encumbrances. End User is liable for damage to or loss of AT&T CPE (including damage or loss caused by force majeure events) except to the extent caused by AT&T or its suppliers.

B. All Third Party Software provided under this EUSA is provided on an "AS IS" basis, except that AT&T will pass through to End User any warranties available from its Third Party Software suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers. End User must refer to the following URL regarding associated software licensing provisions:
http://stage.business.att.com/acs/software_license.doc. In addition, no maintenance, repair or other support is provided for Third Party Software, except as expressly stated in the Service Guide or the terms and conditions provided with the Third Party Software, respectively.

8. **DOMAIN NAME SYSTEM SERVICES**

a. End User may, from time to time, request AT&T to host End User's IP addresses or domain names, in accordance with the terms and conditions set forth herein and at the following web site, which site may be revised from time to time: https://mis-att.bus.att.com/mys/dns_res_terms.html.

B. Except for the actual domain names expressly registered in End User's name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be non-transferable and End User shall have no right to use, and shall release to AT&T, such IP addresses upon termination or expiration of this EUSA.

C. End User is responsible for registration of its domain names and payment of any domain name registration fees.

9. **PRICING**

A. The pricing for the Service as ordered by End User, which shall be consistent with the prices set forth in Appendix D to the DIR Contract No. DIR-SDD-826, is shown on the attached Pricing Schedule, and is fixed for the Service Period.

B. The pricing for AT&T-provided Local Access, if applicable, is based among other things on the installation location selected by End User and may change if the End User selected installation location changes. Local Access charges do not include any required local access special construction costs, special build-out costs or other costs incurred by AT&T in connection with the local access loop. All such costs, if any, shall be End User's responsibility.

10. **RESPONSIBILITIES OF DIR**

A. Billing. DIR is the billing agent on behalf of AT&T for the ISP Services ordered under this EUSA. DIR shall bill End User at the applicable Effective Rates set forth in Appendix D to DIR Contract No. DIR-SDD826.

End User shall pay in full the invoices or interagency voucher received from DIR within thirty (30) days of receipt, without set off, counterclaim or reduction. Section 771.008, Government Code, applies to interagency payments under this EUSA. The parties expressly agree that Chapter 2251, Government Code, will be used to govern payments and disputes for political subdivision-End Users. End Users acknowledge and agree that DIR shall retain a portion of funds received for its costs.

In accordance with Chapter 2251, Government Code, DIR shall pay AT&T for the Services rendered to the End User under this End User Services Agreement calculated at the Wholesale Rates, as defined in DIR Contract No. DIR-SDD-826. AT&T agrees to look solely to DIR for payments of sums due it under this EUSA. DIR shall be obligated to make timely payment of all invoices irrespective of whether or not DIR receives payment from the End User.

B. DIR Not Responsible for End User Performance.

Except as expressly set forth in this EUSA, DIR is not responsible for the End User's performance or failure to perform under this EUSA. Except as set forth in subparagraphs 4 E and 4F hereof (wherein DIR provides notices to AT&T on behalf of End Users), neither AT&T nor End User shall look to DIR to enforce any provision of this EUSA except as related to DIR's billing duties set forth herein. Should DIR become an End User, it shall be responsible for its performance of the applicable End User covenants in this EUSA.

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00197429
PO #
Date: 06/14/11

Bill To: x
x

Vendor : 38687
TREVINO'S PHOTO CENTER
1101 N. CAGE, STE C-5
PHARR TX 78577
FAX (210)781-8044

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COMMAND STAFF PORTRAITS SIX- 8" X 5" THREE- 5" X 7" DO NOT DUPLICATE ORDER		
6.00	EACH	OM PORTRAIT 8"X10"	15.00	90.00
3.00	PR	OM PORTRAIT 5"X7"	15.00	45.00
3.00	EACH	OM SITTING FEE	25.00	75.00
1.00				.00
		Account No	Encumbrance	
		1-1100-421-00-280-001-0-339	210.00	
			Freight	.00
			Total	210.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00197581
PO #
Date: 06/16/11

Consent
#27214
6/28/2011

Bill To: x
x

Vendor : 319449
STAPLES BUSINESS ADVANTAGE
3711 BRIARPARK DRIVE, SUITE 275
HOUSTON TX 77042
FAX (866)572-8032

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		FRAMES TO BE USED TO PUT NEW COMMAND STAFF PHOTOS DO NOT DUPLICATE ORDER		
4.00	EACH	EXECUTIVE FRAMES 8" X 10" BLACK & MAGOGONY, ITEM# NUD17401	12.43	49.72
3.00	EACH	DAX WOOD FRAMES, EASEL BACK, BLACK, 5" X 7", IETM# DAX1826H3T	6.99	20.97
2.00	EACH	PLAQUE IN - AN INSTANT AWARD KIT, 10 1/2" X 13", PLAQUE W/ 3 8 1/2" X 11" INSERTS, ITEM# DAXN100BT	14.67	29.34
		Account No	Encumbrance	
		1-1100-421-00-280-001-0-601	100.03	
			Freight	.00
			Total	100.03
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req # 197581

Your Order: Review Item Information

View Printable Version

- To edit quantities or packing slip notes, enter your changes and click **'Update Order'**.
- Click on the column headings to sort item information.
- You can also save this order as a shopping list.
- To continue placing your order, click **'Submit'**.

Customer's Item No.	MFR Item No.	UOM/Qty	Your Price	Qty.	Item Total	Packing Slip Note	Expected Delivery Date	Remove an Item
							View All	



Executive Frames, 8" x 10", Black/Mahogany
Staples Item No. NUD17401

NUD17401	EA/1	$12.43	4	$49.72	Delivery Date	☐



Dax Wood Frames, Easel Back, Black, 5" x 7"
Staples Item No. DAX1826H3T

DAX1826H3T	EA/1	$6.99	3	$20.97	Delivery Date	☐



Plaque-In-An-Instant Award Kit, 10 1/2" x 13" Plaque w/3 8 1/2" x 11" Inserts, Black
Staples Item No. DAXN100BT

DAXN100BT	EA/1	$14.67	2	$29.34	Delivery Date	☐

Customer's Item No.	MFR Item No.	UOM/Qty	Your Price	Qty.	Item Total	Packing Slip Note	Expected Delivery Date	Remove an Item

Total: $100.03

Continue Shopping | Clear Order | Update Order | Submit

Your Shopping List Options

- Save this order as a new shopping list or add to an existing shopping list.

Create New Shopping List

Assign a List name: Create New List

Save this order to an existing Shopping List

AI-27180 **11.D.**

Maintenance Agreement

CC CONSENT

Date:	06/28/2011
Submitted By:	Tanya Delira, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Agreements:

Sheriff's Office:

1. Requesting authority to enter into a (1) one year renewal support/service agreement for the OWS500 Call Accounting Support Subscription with Metropolis Technologies, Inc. for the Sheriff's Office through Requisition# 197452 in the amount of $795.00/year effective as of August 1, 2011.

Elections Department:

2. Requesting authority to enter into a 12-month software renewal maintenance agreement with Election Systems & Software, Inc. (ES&S) for the Elections Department through the following requisition #197443 for the following services. Effective: 09/01/11 - 08/31/12.

Planning:

3. Requesting authority to enter into a 48-month new copiers (capital) lease agreements and approval to execute required Master Agreement through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor IKON Office Solutions, Inc. contract #299-08 for (4) copiers. (1) Ricoh Aficio MP 2851SP at $125.40/month (lease) plus $48.40/month (B/W images per month) with the total of $173.80/month (1304 S. 25th St. in Edinburg) and (3) Ricoh Aficio MP 2851SP at $112.00/month (lease) plus $48.40/month (B/W images per month) with the total of $160.40/month through the following requisition #195978 (Pct 1 Planning Substation in Weslaco 1902 Joe Stephens
Ave; Mission Substation 2401 N. Moorefield; Edinburg Main Office at 1302 s. 25th St.) . Effective: Upon approval (1-1100-419-10-210-001-0-780/432/855)

Health Department:

4. Requesting authority to enter into a theatre advertisement and approval to execute required Regional Insertion Order Agreement with National CineMedia LLC through requisition #197574 the total amount of $7,951.16 for Public Service Announcements Screen Advertisement from 06/24/2011- 08/11/2011 (1-1293-441-00-340-012-1-540);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

"Sheriff-Computer Svcs" - Req. #197452 for Metropolis Technologies, Inc.; funds available as of 6-23-11.

FISCAL YEAR: 2011 ACCT. #: 1-1283-414-00-130-010-8-336

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

BUDGETARY IMPACT:

"HAVA-General Compliance-Computer Svcs"-Req #197443 for Election Systems & Software, Inc.; funds available as of 6-23-11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

Planning Dept- Req #195978 for Ikon Office Solutions, INc.; funds available as of 6-23-11.

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-012-1-540

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

BUDGETARY IMPACT:

"IMMV Div. Local-Advertising"-Req #197574 for National Cinemedia, LLC; funds available as of 6-23-11.

Attachments

Link: metropolis

Link: ES&S

Link: IKON

Link: cinemedia

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/22/2011 10:32 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/23/2011 01:27 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/23/2011 03:28 PM	APRV
4	Auditor's Office	Arcilia Duran	06/24/2011 10:29 AM	APRV
5	Court Administrator		06/24/2011 02:41 PM	NEW

Form Started By: Tanya Delira Started On: 06/20/2011 08:13 AM

Final Approval Date: 06/24/2011

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00197452
PO #
Date: 06/14/11

Bill To: x
x

Vendor : 294292

METROPOLIS TECHNOLOGIES, INC.
6278 N FEDERAL HIGHWAY #413
FORT LAUDERDALE FL 33308

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	CALL ACCOUNTING SUPPORT SUBSCRIPTION (12 MONTHS) (INCLUDES 24/7 SUPPORT, SOFTWARE UPDATES, QUARTERLY AREA CODE UPDATES, QUARTERLY PREFIX UPDATES AND QUARTERLY RATE TABLE UPDATES.)	795.00	795.00
		Account No	Encumbrance	
		1-1100-421-00-280-001-0-336	795.00	
			Freight	.00
			Total	795.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Metropolis Technologies, Inc.
Support Renewal Dept
6278 N. Federal Highway #413
Ft. Lauderdale, FL 33308

Hidalgo County Sheriff's Dept
Michael Garza Accounts Payable/Telecom Dept
711 El Cibolo Rd
Edinburg, TX 78539

Support Expiration Pending

06/07/11

Dear Hidalgo County Sheriff's Dept, Edinburg, TX:

Our records indicate that your support subscription for your OfficeWatch Call Accounting software will soon expire. A support subscription entitles you to 24-hour support 7 days a week, quarterly rate table updates, area code updates, prefix table updates, and updates to the most recent version of your software (available on-demand from the Metropolis website). We pride ourselves on our excellent customer service and software which is why the great majority of our clients renew their support subscription every year.

To renew your support subscription, please sign the enclosed service agreement and remit payment as indicated on the enclosed Courtesy Invoice.

Please note: If you do not have a support subscription and you experience any problems with your system, including revenue generation issues, our technical support staff will be unable to assist you or your vendor until your support subscription payment arrives by mail.

If you choose to not renew your support subscription, you may disregard this notice and your support service will automatically expire. If your subscription expires, you may rejoin for a $250 processing fee in addition to the price listed on the Courtesy Invoice.

We at Metropolis Technologies thank you for your purchase and we will strive to provide the highest quality of service and software.

Sincerely,

Marcela Umana
954-414-2900 x801 / renewals@metropolis.com

Courtesy Invoice

Metropolis Technologies, Inc
6278 N. Federal Highway #413
Fort Lauderdale, FL 33308

BILL TO:
Hidalgo County Sheriff's Dept
Michael Garza Accounts Payable/Telecom Dept
711 El Cibolo Rd
Edinburg, TX 78539

P.O. Number	Invoice #	Date	Terms
	416058-0811	06/07/11	Due on receipt

Item #	Description	Cost
OWS500	Call Accounting Support Subscription (12 months) (includes 24/7 support, software updates, quarterly area code updates, quarterly prefix updates and quarterly rate table updates.)	$795
	Total	$795

To ensure uninterrupted service of your system and to avoid a $250 reactivation fee, please remit payment within 30 days of the invoice date listed above.

Questions? Please call our Support Renewals department at 954-414-2900 x801 (renewals@metropolis.com)

Metropolis Technologies, Inc.
Tel 954-414-2900
Fax 954-301-0819
6278 N. Federal Highway #413
Ft. Lauderdale, FL 33308

Service Agreement

Customer: Hidalgo County Sheriff's Dept **Date: 06/07/11**

Address: 711 El Cibolo Rd

City: Edinburg **State: TX** **Zip: 78539**

This agreement covers: OfficeWatch-Extension 500 Call Accounting Software distributed by Metropolis Technologies, Inc.

Metropolis Technologies, Inc. agrees to provide service for the system above, effective 08/01/11 for a period of 12 (twelve) months for the price of US$795.

This is a legal Agreement between Hidalgo County Sheriff's Dept (the "Customer") and Metropolis Technologies, Inc. ("MTI") covering the provision of standard product support services by MTI to the Customer. As long as the Customer maintains this service agreement current, MTI will supply the services as described herein. This Agreement will terminate automatically if the user uses or permits the use of the Software in any manner not permitted by this Agreement. The Customer will not: (a) disassemble, reverse engineer, decompile, or otherwise attempt to discover the source code of the Software; (b) translate, modify, or create any derivative work of the Software; (c) disclose, publish, sublicense, sell, lend, rent, lease, or transfer the Software; (d) copy or reproduce the Software, except to produce sufficient copies of the Software for safe usage; (e) operate the Software on more than one computer at a time, unless specified as a network version.

Services Provided: The services provided under this Agreement include support services 24 hours a day, 7 days a week. MTI will also provide four (4) data file updates per year and the latest version of the Software, to be downloaded via the Internet. This Agreement does not cover equipment relocation, system reconfiguration, program changes or equipment failure due to physical abuse, misuse, water, lightning, fire, theft or acts of nature. This agreement does not cover service or maintenance on any equipment not specifically mentioned above.

Payment Terms: Payment is due prior to commencement of this agreement.

Assignment and Subcontracting: Neither party shall assign this Agreement or any right granted or to be granted under it without the prior written consent of the other.

Liabilities and Responsibilities: Excluding a breach of MTI's intellectual property rights or indemnification obligations herein, in no event shall MTI be liable for any indirect, incidental special, exemplary, punitive or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by either party or any third party, whether in an action in contract, tort, statutory or otherwise (any legal theory), even if the other party or any other person has been advised of the possibility of such damages, shall be limited to the amount which has been actually paid to MTI in consideration of this contract.

Dispute Resolution: The parties to this Agreement shall exert their best efforts to resolve any disagreements emerging in the course of fulfilling their obligations under this Agreement. Every reasonable attempt shall be made to resolve such disagreement quickly, simply and inexpensively by negotiation in attempts to meet one anothers needs. The parties agree that unresolved disputes arising from this Agreement shall be submitted for binding arbitration and heard by the American Arbitration Association. Each party shall bear its own costs of arbitration. MTI reserves the right to use this contract's termination clause as a final resolution for any dispute.

Termination: The Customer has the right to terminate this contract at any time with no notice. Should the Customer terminate this contract, no monies will be refunded by MTI. MTI reserves the right to terminate this agreement at any time by refunding the amount which has been actually paid to MTI in consideration of this contract on a prorated basis based on the number of days remaining in the contract term.

Entire Agreement: These terms and conditions supersede all prior oral and written understandings between the parties on the topic of this Agreement, and constitute the entire agreement between them relating to the services covered. On these topics there are no understandings or representations, expressed or implied, not specifically set out in this Agreement.

Applicable Law: This Agreement shall be governed by the law of Broward County, State of Florida.

In Witness whereof, the parties hereto have caused this agreement to be properly executed intending that it shall be legally binding upon them.

Hidalgo County Sheriff's Dept
Customer

_____
Signature Date

_____
Printed Name/Title

METROPOLIS TECHNOLOGIES, INC.



06/07/11
Signature Date

Marcela Umana
Printed Name

REQUIRED: Email new support code to: (michael.garza@co.hidalgo.tx.us)_____

METROPOLIS TECHNOLOGIES



Why you Should Love your Metropolis Call Accounting Software!



911 Triple Alert
Users are alerted about emergency 911 calls via Audible/visual alarms, SMS and Email



Trunk Analysis
Minute-by-minute trunk details, summary and usage



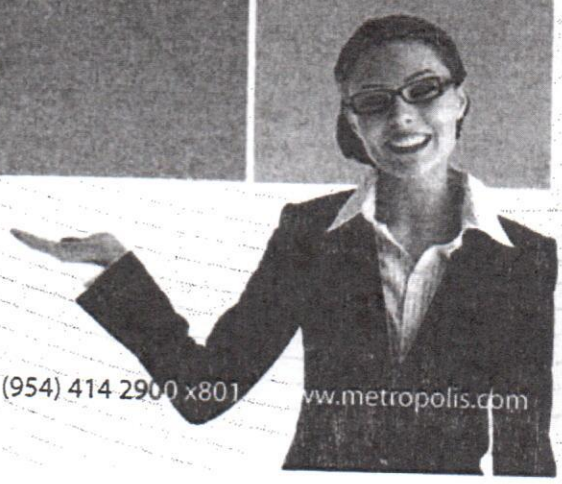
ProActive Reporting
Over 200 report options, which can be delivered automaically. Email, print or save the reports you find important.



Fraud Alerts
Email triggers VoIP alerting, build a custom "watch list" for numbers attempting to abuse your system.

Why Renew your Support with Metropolis?

Rate Table and Area Codes	End User Training	Technical Support	Software Updates
Access to quarterly rate table and area code updates. Available at Metropolis update website	Metropolis offers trainings via Webex on multiple occasions per month. Learn how to maximize the use of your telemanagement software on a step-by-step tour. Register online at www.metropolis.com/trreg	Live 24/7/365 Technical Support to address problems over the telephone or by using remote access repair services.	Access to periodic software upgrades to ensure you have the latest and greatest version (available at Metropolis update website)



Contact **Matthew Rotchas** renewals@metropolis.com (954) 414 2900 x801 www.metropolis.com

Requisition

Req # 00197443

PO #

Date: 06/14/11

Bill To: x
x

Vendor : 219541
ELECTION SYSTEMS & SOFTWARE, INC.
6055 PAYSPHERE CIRCLE
CHICAGO IL 60674

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: Mel Esparza
956-318-2570

Contract No: C-05-004-05-24

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-05-004-05-24		
		DO NOT DUPLICATE ORDER		
1.00		Software Maintenance Agreement- Unity ERM Election Reporting Manager	2,734.89	2,734.89
		Account No	Encumbrance	
		1-1283-414-00-130-010-8-336	2,734.89	
			Freight	.00
			Total	2,734.89
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

RECD JUN 13 2011

Election Systems & Software, Inc.
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

INVOICE NO.	PAGE
779381	1
INVOICE DATE	
06/10/11	

BILL TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	SMA 2011-2012	NET 90 DA	851854	2861	ES&S DEL

QTY ORDERED	DESCRIPTION	UNIT PRICE	UOM / DISC. %	EXTENDED PRICE
1	Coverage Date 09/01/11-08/31/12 Election Ref: NA Sftwr Maint Agrmt-Unity ERM Election Reporting Manager	2734.890000	EA	2,734.89

0	USD	.00
		.00
		.00
FREIGHT DISCOUNT		.00
SHIPPING & HANDLING		.00
TOTAL		2,734.89
		USD

INVOICE NO.	ACCOUNT NO.	AMOUNT
779381	H31042	2,734.89 USD

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!

Election Systems & Software
(877) 377-8683

Requisition

Req # 00195978

PO #

Date: 05/20/11

Bill To: x
x

Vendor : 223751

IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
FAX (478)471-2311

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req. #51

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Replacing 4 Canon Copiers(With 9 Months remaining of contract #429301-1008606A9) for 4 Ricoh MP 2851SP Copier Machines. Acct. 1-1100-419-10-210-001-0-442=$3,229.80; 1-1100-419-10-210-001-0-432=$1,355.20; and 1-1100-419-10-210-001-0-855=$70.00		
		DO NOT DUPLICATE ORDER		
6.00	MONTH	One Ricoh Aficio MP 2851SP-$75.00; ARDR DF3030 (50 Sheet)-$13.00; Finisher SR790 (1,000 Sheet)-$15.00; Bridge Unit BU3020-$3.00; PS 500 Large Capacity Tray-$16.40; Digital QC 120/15 Network Powerfilter-Surge Protector-$1.00; Data Overwrite Security System-$2.00; This machine will be at the Main Office in the back-1304 S. 25th St. (Product Class #98526) for the rest of the year: July 2011 to Dec. 2011=6 months [Acct. 442]	125.40	752.40
6.00	MONTH	Equipment Total Service-(4,000 B/W images per month with overages @ $0.095 =$48.40 for the rest of the year (Product Class #96339) $48.40 x 6 months [Acct. 432]	48.40	290.40
6.00	MONTH	3 Ricoh Aficio MP 2851SP Copier Machines-$75.00; ARDR DF3030 (50 Sheet)-$13.00; Finisher SR790 (1,000 Sheet)-$15.00; Bridge Unit BU3020-$3.00; FAC38 Cabinet-$3.00; Digital QC 120/15 Network Powerfilter-Surge Protector-$1.00; Data Overwrite Security System-$2.00 = $112.00 per copier machine($112.00 x 3 copiers = $336.00) (Product Class #98526) For the rest of the year...July 2011 - Dec. 2011 [Acct. 442] These machines wil be located at: 1) Pct. 1 Planning Substation in Weslaco-1902 Joe Stephens Ave; 2) Pct. 1 Planning Substation in Mission-2401N. Moorefield; and 3) Edinburg Main Office at front office-1302 S. 25th St.-	336.00	2,016.00
6.00	MONTH	Equipment Total Service-(4,000 B/W images per month with overages @ $0.0095) -$48.40 x 3 copiers=$145.20 x for 6 months (July 2011 - Dec. 2011) =$1,016.40 (Product Class #98526) [Acct. 442]	145.20	871.20
6.00	MONTH	late fees (Product Class 96339)	10.00	60.00
		Account No	Encumbrance	
		1-1100-419-10-210-001-0-432	1,161.60	
		1-1100-419-10-210-001-0-780	2,768.40	
		1-1100-419-10-210-001-0-855	60.00	
			Freight	.00

Authorized By: _____

Requisition

Req # 00195978

PO #

Date: 05/20/11

Bill To: x
x

Vendor : 223751
IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
FAX (478)471-2311

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Total	3,990.00

Authorized By: _____

Proposal for Hidalgo County Planning Dept.



PREPARED BY:
Aissa Garcia – Account Executive
Mobile: (956) 607-6465
Email: aissa.garcia@ricoh-usa.com

PREPARED FOR:
Hidalgo County Planning Dept.

Date Submitted: June 20, 2011

IKON Document Efficiency At Work.®
A RICOH COMPANY



Aissa Garcia
Account Executive
IKON Office Solutions, Inc.
1400 N. McColl, Ste. 103
McAllen, TX 78501
(956) 607-6465
aissa.garcia@ricoh-usa.com

IKON Document Efficiency At Work.
A RICOH COMPANY

Reservation of Rights—In response to your request, we have reviewed and are responding to the terms and conditions in your RFP or invitation. Based on our review of the information provided by you, IKON is confident that contracts acceptable to us may be reached promptly following any award. Specifically, we recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. In an effort to expedite the finalization of our agreements, we have noted the following topics for our discussion, which are either not addressed in your request or for which we request further clarification:

- To the extent you lease from us or IKON Financial Services, customary terms and conditions related to equipment financing, subject to customary non-appropriation rights;
- Mutually acceptable terms related to the measurement and calculation of service levels, including customary terms related to reporting requirements and remedies;
- Standard industry service termination and default, rights and remedies, including reasonable written notice requirements and cure periods;
- Risk of loss and insurance requirements during possession of provided equipment;
- Assignment rights subject to prior credit approval;
- Standard industry warranties for service and support and the transfer of applicable manufacturer product warranties, as well as customary limitations of implied warranties;
- Mutual indemnification for third party claims arising from acts of misconduct in connection with the performance of services; and
- Mutual liability protections for consequential and similar damages.

As is customary for transactions of this type, any acknowledgements made by each of us are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Proprietary and Confidential Statement—The enclosed materials are proprietary to IKON Office Solutions, Inc. ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

Irma Castillo
Hidalgo County Planning Dept.
1304 S. 25th Ave.
Edinburg, TX 78539



Dear Ms. Castillo,

Thank you for taking the time to speak with me regarding your copier situation. Based on our conversation, I have put together a proposed solution that we believe will meet your goals of:

- New technology to increase efficiency and increase speed
- Adding scanning capabilities
- Complete lease forgiveness on current lease contract # **429301-1008606A9**

At IKON Office Solutions, Inc., a Ricoh company, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by IKON's world class service and expertise.

Thank you for giving us the opportunity to present the following proposal. On behalf of your IKON team, we appreciate the time you have committed to considering our recommendations. We look forward to serving all of your document needs and increasing your document efficiency.

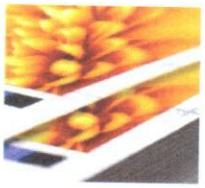
Sincerely,

Aissa Garcia
Account Executive
Office 956-687-9156
Mobile 956-607-6465
Aissa.garcia@ricoh-usa.com

IKON Document Efficiency At Work.®
A RICOH COMPANY

Reservation of Rights—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Ricoh MP 2851SP





The Ricoh MP 2851SP delivers exceptional results to businesses seeking versatile digital copying, productive network scanning and printing. Featuring professional image quality and a space-saving design, these models incorporate an array of impressive features that will substantially increase user productivity.

Key Features of the Ricoh MP 2851SP

- 28 PPM monochrome output speed, Low cost per page output
- 3 machines will have a 1,100-sheet paper capacity, a 500-sheet finisher and cabinet stand
- 1 machine will have a 2,200-sheet paper capacity, a 500-sheet finisher and the additional paper capacity trays
- Device is print and scan enabled - providing both black & white and color scanning functionality
- Warm up time of 22 seconds and 4.5 seconds monochrome first print speed
- ESP Power Filter
- Energy Star® compliant
- Warm up time less than 45 seconds



IKON Document Efficiency At Work.®

A RICOH COMPANY

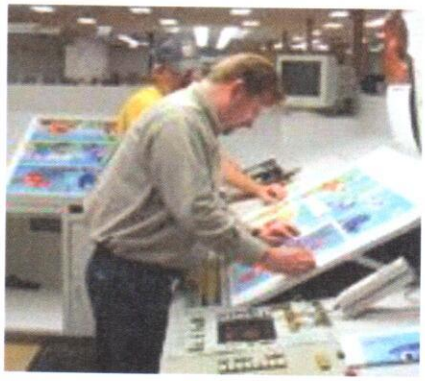
www.ikon.com











IKON Document Efficiency *At Work.*®

A RICOH COMPANY

Proprietary and Confidential Statement—The enclosed materials are proprietary to IKON Office Solutions, Inc., a Ricoh company ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

Financial Considerations

Investment Details:
Ricoh MP 2851SP



Current Situation:

4 Canon IR3025's – 16,000 copies/month
8 months remaining on current contract # 429301-1008606A9

$655.00 Monthly (48 mths)

Financial Considerations for 48 Months

Equipment Breakdown	TASB Purchase Pricing	48 Mo Pricing	Planning Dept. 48 Mo Pricing
1. Ricoh Aficio MP 2851SP	$3,202.00	$78.00	$75.00
ARDR DF3030 (50 Sheet)	$676.00	$16.00	$13.00
Finisher SR790 (1,000 Sheet)	$764.00	$19.00	$15.00
Bridge Unit BU3020	$130.00	$3.00	$3.00
PS 500 Large Capacity Tray	$772.00	$19.00	$16.40
Digital QC 120/15 Network Powerfilter-Surge Protector	$110.00	$3.00	$1.00
Data Overwrite Security System	$210.00	$5.00	$2.00
Total Purchase Price	$5,864.00		
Equipment Total Monthly Lease Payment			$125.40
Service – (4,000 B/W images per month with overages @ $0.0095)			$48.40
		Grand Total	$173.80

Equipment Breakdown	TASB Purchase Pricing	48 Mo Pricing	Planning Dept. 48 Mo Pricing
2. Ricoh Aficio MP 2851SP	$3,202.00	$78.00	$75.00
ARDR DF3030 (50 Sheet)	$676.00	$16.00	$13.00
Finisher SR790 (1,000 Sheet)	$764.00	$19.00	$15.00
Bridge Unit BU3020	$130.00	$3.00	$3.00
FAC38 Cabinet	$111.00	$3.00	$3.00
Digital QC 120/15 Network Powerfilter-Surge Protector	$110.00	$3.00	$1.00
Data Overwrite Security System	$210.00	$5.00	$2.00
Total Purchase Price	$5,203.00		
X3	$15,609.00		
Equipment Total Monthly Lease Payment			$112.00
Service – (4,000 B/W images per month with overages @ $0.0095)			$48.40 X3
		Grand Total	$160.40
		X 3	$481.20

48 Month Lease Option for 4 MP 2851's- Grand Total - $655.00

Total equipment purchase price for all 4 MP 2851's - $21,473.00
(Please see attached TASB Pricing Sheet for further break downs of each machine and service)

Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by IKON Customer Service Technicians (You will incur no additional charges for parts or labor)

**NOTE: All rates are Property Tax Inclusive and based off of the TASB BuyBoard Contract # 299-08
Complete Lease Forgiveness on current lease Contract # 429301-1008606A9

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A RICOH COMPANY

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	Planning Dept. 48 Mo Pricing
Ricoh Aficio MP2851SP							
BASE UNIT							
Ricoh Aficio MP2851SP	MP2851SP	$7,600	3,202	135	97	78	$75
COPIER ACCESSORIES							
ARDF DF3030 (50 Sheet)	414143	$1,330	676	29	20	16	$13
Platen Cover Type 3800C	412551	$95	52	2	2	1	$1
1 Bin Tray BN3030	414127	$325	161	7	5	4	$3
Finisher SR3050 (500 Sheet)	414130	$1,045	514	22	16	13	$11
1,000 Sheet Finisher SR790	412730	$1,480	764	32	23	19	$15
Booklet Finisher SR3000 1,000 Sheet Finisher	412851	$3,150	1,578	67	48	38	$33
Bridge Unit BU3020	414125	$240	130	5	4	3	$3
Punch Unit Kit PU3000	412855	$765	389	16	12	9	$8
Internal Shift Tray SH3010	414140	$325	165	7	5	4	$3
PS500 Large Capacity Tray	410958	$1,470	772	33	23	19	$16.40
Paper Feed Unit Type PB 3030	413673	$1,313	641	27	19	16	$13
FAC 38 Cabinet	414520	$207	111	5	3	3	$3
Key Counter Bracket Type H	412552	$100	50	2	2	1	$1
Optional Counter Interface Unit Type A	413012	$62	32	1	1	1	$1
ESP Digital QC 120/15 Network - (Powerfilter)	D5133NT	$170	115	5	3	3	$1
FAX OPTION ACCESSORIES							
Fax Option Type 3351	415285	$1,100	578	24	18	14	$12
32MB Memory Unit Type B	001342MIU	$195	94	4	3	2	$2
G3 Interface Unit Type 3350	414084	$680	348	15	11	8	$7
Handset Type 1018	410781	$68	36	2	1	1	$1
PRINT/SCAN OPTION							
PostScript 3 Unit Type 3350	414120	$570	290	12	9	7	$6
IEEE802.11a/b/g Wireless Interface Type J	414008	$565	303	13	9	7	$6
IEEE1284 Interface Board Type A	411699	$105	53	2	2	1	$1
Bluetooth Interface Unit Type 3245	412866	$378	233	10	7	6	$5
Gigabit Ethernet Board Type A	402547	$340	220	9	7	5	$5
File Format Converter Type E	414007	$605	318	13	10	8	$7
3L68-19 USB Keyboard MP2550/MP3350	100256FNG	$449	428	18	13	10	$9
SECURITY OPTIONS							
Data Overwrite Security Unit Type I	413955	$420	210	9	6	5	$2
HDD Encryption Unit Type A	414021	$390	207	9	6	5	$4
					TOTAL FOR MP2851		**$112.00**
							X 3
SUPPLIES					**TOTAL FOR 3 MP2851's**		**$336.00**
TONER TYPE 2120D/25335627	841337	$231					
STAPLES TYPE K 5000/CTG	410801	$44					
STAPLES TYPE K REFILL	410802	$78					
Staple Type S for SR3000 (Saddle Stitch) (Uses Type K Refill	412874	$50					
Marker Type 30	334049	$31					

TASB

IKON Office Solutions GTX IMP

CANON / RICOH DIGITAL BLACK&WHITE, COLOR AND PROFESSIONAL SERVICES

TERM	SEG 1	SEG 2	SEG 3	SEG 4a	SEG 4b	SEG 5a	SEG 5b	SEG 6
	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy
12 MONTH	0.0149	0.011	0.0085	0.0066	0.0064	0.0058	0.0056	0.0051
36 MONTH RATE	0.0156	0.0115	0.0089	0.0068	0.0066	0.006	0.0058	0.0053
48 MONTH RATE	0.0163	0.0121	0.0093	0.0071	0.0068	0.0063	0.006	0.0055
60 MONTH RATE	0.0171	0.0127	0.0098	0.0075	0.0072	0.0066	0.0062	0.0057
OVERAGES	0.0145	0.0095	0.0086	0.0062	0.0060	0.0055	0.0054	0.0050

MONTHLY VOLUME	1,000-2,500	2,500-5,000	5,000-10,000	10,000-20,000	20,000-30,000	30,000-40,000	40,000-75,000	75,000 +
		B/W Service for MP 2851SP:	4,000 B/W images per month = 4,000 x $0.0121 = $48.40 (overages @ .0095)					
		B/W Service for MP 2851SP:	4,000 B/W images per month = 4,000 x $0.0121 = $48.40 (overages @ .0095)					
		B/W Service for MP 2851SP:	4,000 B/W images per month = 4,000 x $0.0121 = $48.40 (overages @ .0095)					
		B/W Service for MP 2851SP:	4,000 B/W images per month = 4,000 x $0.0121 = $48.40 (overages @ .0095)					
						TOTAL FOR ALL 4 MP 2851'S		$193.60

Price included Service Parts/Labor, Black Toner and Staples. Excluded Connectivity Support.

*** Required Minimum Volume**

TERM	C1100/IPC-1	CLC4/5100	MPC2000/2500 /3000	MPC3500/4500 /6000/7500	C2550/3080/3480	C4080/4580/5185	C5058U/5068U	CPP550/650/C7000/6 000VP/6000
	Color*	Color*	B/W or Color**	B/W or Color**		B/W or Color**	B/W or Color**	Color*
12 MONTH	0.1200	0.0680	0.0750	0.0750	0.0660	0.0660	0.0830	0.0520
36 MONTH RATE	0.1250	0.0700	0.0770	0.0770	0.0679	0.0679	0.0850	0.0540
48 MONTH RATE	0.1313	0.0720	0.0790	0.0790	0.0712	0.0712	0.0870	0.0560
60 MONTH RATE	0.1378	0.0740	0.0810	0.0810	0.0748	0.0748	0.0890	0.0580
OVERAGES COLOR	0.1100	0.0660	0.0720	0.0720	0.0640	0.0640	0.0810	0.0500
BLACK/WHITE CPC	0.0200	0.0130	0.0110	0.0090	0.0110	0.0100	0.0120	0.0120
MONTHLY VOLUME COLOR	1,000-2,500	10,000 +	2,500 +	5,000 +	2,500 +	5,000 +	5,000 +	10,000 +
RIP Fees	$45/month	$50/month	$30/month	$30/month	$30/month	$30/month	$30/month	$50/month
No charge for Embedded RIPs								

Price included Service Parts/Labor, Toners and Staples . Excluded Connectivity Support.

*** Required Minimum COLOR Volume. ** Select ether Black/White or Color as minimum.**

SERVICE TOTALS 16,000 B/W images per month @ $0.0121 =	$193.60
TOTAL MONTHLY SERVICE FEE	**$193.60**
	Overages @ $0.0095

Managed Printer Fleet Pricing

All LaserJet Printe BuyBoard Pricing
B/W Printer .03/impression*
116 .25/impression*
* Only Laser Jets
*All Printers need to have Director of Service approval

IMAGE PLUS Management

STATE AND LOCAL GOVERNMENT
Product Schedule

IKON Document Efficiency At Work.®
A RICOH COMPANY

Product Schedule Number: _____
State and Local Government Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and HIDALGO, COUNTY OF _____, as Customer ("Customer" or "you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Master Agreement.

CUSTOMER INFORMATION

HIDALGO COUNTY PLANNING DEPT. Customer (Bill To) 1304 S 25TH AVE. Product Location Address EDINBURG HIDALGO TX 784539 City County State Zip	IRMA CASTILLO Billing Contact Name SAME Billing Address *(if different from location address)* City County State Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
956-318-2840	956-318-2844	IRMA.CASTILLO@HCHD.ORG

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
4	RICOH MP2851 SP

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
48	$ 655.00	☒ Monthly ☐ Quarterly ☐ Other: _____	☐ 1st Payment ☐ 1st & Last Payment ☐ Other: _____

Guaranteed Minimum Images*°		Cost of Additional Images°		Meter Reading/Billing Frequency
Black/White	Color	Black/White	Color	☐ Monthly ☒ Quarterly ☐ Other: _____
16,000	N/A	.0095	N/A	

* Based upon Minimum Payment Billing Frequency
° Based upon standard 8 ½" x 11" paper size. Paper sizes greater than 8 ½" x 11" may count as more than one image.

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date.

2. You, the undersigned Customer, have applied to us to use the above-described items ("Product") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**

Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**

3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: IKON OFFICE SOLUTIONS, INC.**
By: X _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

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IKON Document Efficiency At Work.®
A RICOH COMPANY

IKON OFFICE SOLUTIONS, INC.
IMAGE MANAGEMENT PLUS COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is accepted by you and apply during IKON's normal business hours, excluding weekends and IKON recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

EQUIPMENT SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00am and 5:00pm, Monday to Friday excluding public holidays. IKON will also provide the supplies required to produce images on the Equipment covered under the Image Management Plus Product Schedule (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

RESPONSE TIME COMMITMENT

Includes Staples X_____

IKON will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

IKON will service the Equipment to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Equipment is again Operational. You agree to make the Equipment available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will, on a quarterly basis, present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both you and IKON. The Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may be extended for a term up to 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment for not less than the remaining term of the existing Image Management Plus Product Schedule or Amendment, must be agreed to and signed by you and IKON. The Image Management Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule or Amendment will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your IKON Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Equipment in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at IKON's service center, or IKON will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments. Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your IKON sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and mutually convenient date and time. IKON will follow up within 8 business hours of a call or e-mail to one of our account management team members requesting a metrics review. IKON will, upon your request, be pleased to annually review your business environment and discuss ways in which we may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local IKON office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total on the non-performing unit will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. IKON is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Product Schedule within in a two (2) day timeframe. *To ensure the most timely response please call 1-888-ASK-IKON.*

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of _____ _____, 20___.

CUSTOMER

By:_____

Name:_____

Title:_____

Date:_____

IKON OFFICE SOLUTIONS, INC.

By:_____

Name:_____

Title:_____

Date:_____

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IKON Document Efficiency At Work® A RICOH COMPANY

Equipment Removal Authorization

Equipment Leased by Customer from IKON, IOS Capital, or IKON Financial Services

CUSTOMER INFORMATION

Customer Name	Hidalgo, County of	Date Prepared	6/20/11
Contact Name	Irma Castillo	Phone	956-318-2840
Email	irmacastillo@hchd.org	Fax	956-318-2844

☐ Check if Additional Product Description page(s) attached

TERMS AND CONDITIONS

This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are currently leased by you from IKON, IOS Capital or IKON Financial Services, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by IKON. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, and (2) the request shall be governed by this Authorization Except for the obligations of IKON to pick-up and remove the identified equipment, IKON does not assume any obligation, payment or otherwise, under your lease agreement, which shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you under your lease agreement.

EQUIPMENT INFORMATION

Make /Model /Serial Number	Canon/IR3025/MTV12436	Contact	Irma Castillo
Pick-Up Address	1304 S. 25th Ave	Phone	956-318-2840
City	Edinburg	State / Zip Code	Tx / 78539
Make /Model /Serial Number	Canon/IR3025/MTV12435	Contact	Irma Castillo
Pick-Up Address	1304 S. 25th Ave.	Phone	956-318-2840
City	Edinburg	State / Zip Code	Tx / 78539
Make /Model /Serial Number	Canon/IR3025/MTV12387	Contact	Irma Castillo
Pick-Up Address	1902 Joe Stephens Ave.	Phone	956-318-2840
City	Weslaco	State / Zip Code	Tx / 78596
Make /Model /Serial Number	Canon/IR3025/MTV12713	Contact	Irma Castillo
Pick-Up Address	2401 N. Moorefield	Phone	956-318-2840
City	Mission	State / Zip Code	Tx / 78572

CUSTOMER	
Authorized Signature	
Signature Printed Name	
Title	
Date	

IKON OFFICE SOLUTIONS, INC.	
Authorized Signature	
Signature Printed Name	
Title	
Date	

Revised 01/09

[TEXAS]

IKON Office Solutions, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

ADDENDUM ("Addendum"), dated as of the 20TH day of JUNE, 2011, to that certain Master Agreement no. 1008606 ("Agreement"), dated as of the 20TH day of JUNE, 2011, between IKON Office Solutions, Inc. ("we" or "us") and Hidalgo, County of, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. **Section 19-Non-Appropriation of Funds**: The caption/heading of Section 19 of the Agreement shall be and hereby is amended to read as follows: "19. Non-Appropriation."; and subsection (a) of Section 19 of the Agreement shall be deleted in its entirety and substituted with the following subsection (a) in lieu thereof:

> "(a) You intend to remit all Payments and other charges due to us under any Schedule to this Master Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Master Agreement and the non-appropriation did not result from an act or omission, then a "Non-Appropriation" shall be deemed to have occurred."
>
> Clause (i) of subsection (b) of Section 19 is hereby deleted in its entirety and substituted with the following clause (i) in lieu thereof:
>
> "(i) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you,"

2. Section 20 of the Agreement is hereby deleted in its entirety.

3. All capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

X _____
Authorized Signature Date

_____
Print Authorized Signer Name Title

IKON Office Solutions, Inc.

_____
Authorized Signature Date

_____
Print Authorized Signer Name Title

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Requisition

Req # 00197574

PO #

Date: 06/16/11

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
7.00	EACH	ON SCREEN ADVERTISING FOR TOPIC: "BACK TO SCHOOL IMMUNIZATIONS" DATES: 06/24/11 - 8/11/11 THEATRE MAIN PLACE 6 SCREENS $1.00 EACH X 7 WEEKS ON SCREEN REGIONAL SEGMENT 1 0:15	6.00	42.00
70.00	EACH	ON SCREEN ADVERTISING FOR TOPIC: "BACK TO SCHOOL IMMUNIZATIONS" DATES: 06/24/11 - 8/11/11 THEATRE MOVIES 10 - 10 SCREENS AT $10.00 EACH X 7 WEEKS ON SCREEN REGIONAL SEGMENT 1 0:15	16.00	1,120.00
119.00	EACH	ON SCREEN ADVERTISING FOR TOPIC: "BACK TO SCHOOL IMMUNIZATIONS" DATES: 06/24/11 - 8/11/11 THEATRE MOVIES 17 - 17 SCREENS AT $18.00EACH x 7 WEEKS ON SCREEN REGIONAL SEGMENT 1 0:15	18.00	2,142.00
56.00	EACH	ON SCREEN ADVERTISING FOR TOPIC: "BACK TO SCHOOL IMMUNIZATIONS" DATES: 06/24/11 - 8/11/11 THEATRE MOVIES 8 -8 SCREENS AT $5.00 X 7 WEEKS: ON SCREEN REGIONAL SEGMENT 1 0:15	5.00	280.00
119.00	EACH	ON SCREEN ADVERTISING FOR TOPIC: "BACK TO SCHOOL IMMUNIZATIONS" DATES: 06/24/11 - 8/11/11 THEATRE: TINSELTOWN MISSION 17 SCREENS AT $18.00 EACH X 7 WEEKS: ON SCREEN REGIONAL SEGMENT 1 0:15	18.00	2,142.00
7.00	EACH	LOBBY ENTERTAINMENT NETWORK 0:15 DATES: JUNE 24, 2011 - AUGUST 11, 2011 THEATRE: MAIN PLACE $5.00 PER WEEK X 7 WEEKS	5.00	35.00
7.00	EACH	LOBBY ENTERTAINMENT NETWORK 0:15 DATES: JUNE 24, 2011 - AUGUST 11, 2011 THEATRE: MOVIES 10 $5.00 PER WEEK X 7 WEEKS	15.00	105.00
7.00	EACH	LOBBY ENTERTAINMENT NETWORK 0:15 DATES: JUNE 24, 2011 - AUGUST 11, 2011 THEATRE: MOVIE 17 $5.00 PER WEEK X 7 WEEKS	15.00	105.00
7.00	EACH	LOBBY ENTERTAINMENT NETWORK 0:15 DATES: JUNE 24, 2011 - AUGUST 11, 2011 THEATRE: MOVIES 8 $5.00 PER WEEK X 7 WEEKS	5.00	35.00
7.00	EACH	LOBBY ENTERTAINMENT NETWORK 0:15 DATES: JUNE 24, 2011 - AUGUST 11, 2011 THEATRE: TINSELTOWN MISSION $5.00 PER WEEK X 7 WEEKS	15.00	105.00

Authorized By: _____

Requisition

Req # 00197574

PO #

Date: 06/16/11

Bill To: x
x

Vendor : 370681

NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78501 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78502 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78503 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78504 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78505 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78516 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78537 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78539 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78540 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78541 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78542 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78543 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER	59.78	59.78

Authorized By: _____

Requisition

Req # 00197574

PO #

Date: 06/16/11

Bill To: x
x

Vendor : 370681

NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		(160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78557 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)		
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78570 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78572 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78573 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78574 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78577 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78579 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTOLIO OF SITES, 78589 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78596 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	ONLINE BANNER AD MED/RED (300X250), SKYSCRAPER (160X600), LEADERBOARD (728X90) NCM PORTFOLIO OF SITES, 78599 (PROJECTED IMPRESSIONS 5984 / 1000 = 5.98 X NEW COST PER WEEK 9.99 TOTAL $59.78)	59.78	59.78
1.00	EACH	CREATIVE SERVIES	525.00	525.00
		Account No	Encumbrance	
		1-1293-441-00-340-012-1-540	7,951.16	
			Freight	.00
			Total	7,951.16

ADVERSISE: "BACK TO SCHOOL IMMUNIZATIONS"
"IN SUPPORT OF IMMUNIZATION PROGRAM"

Authorized By: _____

Requisition

Req # 00197574

PO #

Date: 06/16/11

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

5/27/2011

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

Advertiser Information	Billing Information	
Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Delia Garza delia.garza@hchd.org	Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Delia Garza delia.garza@hchd.org	Account Director: Connie Franco Phone: (956) 318-0810 Fax: (956) 380-0885 Connie.Franco@ncm.com Order #: 205658.9 Proposal Type : New Contract Original Proposal #: N/A

Start Date	End Date	Type of Advertising	Duration/ Qty	Weight	Job #	TheatreCode	Theatre Name	State	# of Screens	# Wks	Net Rate	Net Media
6/24/2011	8/11/2011	On Screen Regional Segment 1 0:15	0:15	Best Available	217359	CNK114	Main Place	TX	6	7	$1.00	$42.00
6/24/2011	8/11/2011	On Screen Regional Segment 1 0:15	0:15	Best Available	217359	CNK212	Movies 10	TX	10	7	$16.00	$1,120.00
6/24/2011	8/11/2011	On Screen Regional Segment 1 0:15	0:15	Best Available	217359	CNK093	Movies 17	TX	17	7	$18.00	$2,142.00
6/24/2011	8/11/2011	On Screen Regional Segment 1 0:15	0:15	Best Available	217359	CNK108	Movies 8	TX	8	7	$5.00	$280.00
6/24/2011	8/11/2011	On Screen Regional Segment 1 0:15	0:15	Best Available	217359	CNK261	Tinseltown Mission	TX	17	7	$18.00	$2,142.00
6/24/2011	8/11/2011	LEN Regional 0:15*	0:15	Best Available		CNK114	Main Place	TX		7	$5.00	$35.00
6/24/2011	8/11/2011	LEN Regional 0:15*	0:15	Best Available		CNK212	Movies 10	TX		7	$15.00	$105.00
6/24/2011	8/11/2011	LEN Regional 0:15*	0:15	Best Available		CNK093	Movies 17	TX		7	$15.00	$105.00
6/24/2011	8/11/2011	LEN Regional 0:15*	0:15	Best Available		CNK108	Movies 8	TX		7	$5.00	$35.00
6/24/2011	8/11/2011	LEN Regional 0:15*	0:15	Best Available		CNK261	Tinseltown Mission	TX		7	$15.00	$105.00
									58			

Online Products

Start Date	End Date	Type of Advertising	Job #	Location	State	Projected Impressions	# Wks	Net CPM	Net Media
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78501	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78502	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78503	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78504	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78505	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78516	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78537	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78539	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78540	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78541	TX	5,984	6	$9.99	$59.78

ncm MEDIA NETWORKS

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

5/27/2011

Start Date	End Date	Type of Advertising	Job #	Location	State	Projected Impressions	# Wks	Net CPM	Net Media
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78542	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78543	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78557	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78570	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78572	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78573	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78574	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78577	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78579	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78589	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78596	TX	5,984	6	$9.99	$59.78
6/24/2011	8/4/2011	Online Banner Ad Med/Rec (300x250), Skyscraper (160x600), Leaderboard (728x90)	217353	NCM Portfolio of Sites , 78599	TX	5,984	6	$9.99	$59.78

Payment Method:		Comments & Special Instructions:
___X__ Check	_____ Pay in Full	
_____ Credit Card	___X__ Monthly	
_____ Purchase Order	_____ NET 30	
PO Number:		

Total Media	$7,426
Media Services	$0
Creative Services	$525
Other Services	$0
Fulfillment/Staffing Fees	$0
Total Due	$7,951

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

* Lobby Entertainment Network

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM.

Advertiser Name/Title: Date:

National CineMedia, LLC: * Date: 6/2/11

* Pending Creative approval and client signature of NCM I.O.

ncm MEDIA NETWORKS

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

5/27/2011

Job Number(s): 217359

Contract Number: 205658.9

A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

Accounting/Finance Contract Approval Date 6/1/11

NCM MEDIA NETWORKS

Regional Insertion Order Agreement Terms and Conditions

1. NCM Services. Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH UNEXCUSED FAILURE BY NCM WILL BE LIMITED TO NCM'S REPERFORMANCE SOLELY OF THOSE OBLIGATIONS WITH RESPECT TO WHICH THE FAILURE OCCURRED WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER AND WILL NOT AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT.

2. In-Theatre Advertising. All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or movie rating. Any screen count or theatre locations for In-Theatre Advertising set forth on an Order are approximate and the actual screen count and theatre locations will be mutually agreed upon by the parties or selected by NCM in its reasonable discretion.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 2.0 (the "Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the Terms and Section III(c) of the Terms is deleted. The terms of this Agreement will control over any contradictory terms set forth in the Terms in the event of a conflict between this Agreement and the Terms.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order under the terms set forth on that Order and in these Terms and Conditions. If Advertiser fails to pay NCM any amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 to 20 business days (dependent upon Advertising vehicle selected) in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising.

6. Content.

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content"), as well as the Advertising itself, is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at http://adspecs.ncm.com/www/html/specs.html. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo it other branding of a third party without the prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason, provided that NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate for the exhibition of the Advertising and the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising solely in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("NCM Content"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. Promotional Materials. All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("Promotional Materials") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. Certain Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre/affiliate approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials will be free from defects in materials or

Regional Insertion Order Agreement Terms and Conditions

workmanship. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination for breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Denver, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.

Creative Production Order Form

Job #: 217359
Estimated Start Date: 6/24/2011

Advertiser Information	Billing Information	Account Director: Connie Franco
Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Delia Garza delia.garza@hchd.org	Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Delia Garza delia.garza@hchd.org	Phone: (956) 318-0810 Fax: (956) 380-0885 Connie.Franco@ncm.com

Creative Description:
:15 sec Immunize

Product:
On Screen Regional Segment 1 0:15

Notes / Special Instructions:
new creative for immunization promotion.

Related Job Numbers:

Media Services:

Description	Fee
Media Fee: NCM to Produce Internally	$0.00
Sub Total:	**$0.00**

Creative Services:

Description	Fee
Animation Ad (10sec – With VO)	$525.00
Sub Total:	**$525.00**

Grand Total: $525.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:
National CineMedia
Attention: Sales Operations
9110 East Nichols Avenue Suite 200
Centennial, Colorado 80112

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

ncm. MEDIA NETWORKS

AI-27155 **11.E.**

Approval of Final Construction Contract-Loma Lind Heights Subdivision-Pct 3, 3rd Call BCAP

CC CONSENT

Date:	06/28/2011
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 05-23-11) for C-CAP-11-129-05-23 Road & Drainage Construction for Loma Linda Subdivision between Hidalgo County and Saenz Utility Contractors, LTD in the amount of $493,464.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-421-0-731/733

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

BUDGETARY IMPACT:

Available funds as of 6/23/11 are $522,688.75.

Obj Code 731 = $330,194.25
Obj Code 733 = $192,494.50

Attachments

Link: loma linda contract.27155

Link: ai req.27155

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/16/2011 02:32 PM	APRV
2	Budget & Management	Erika Zamora	06/16/2011 03:13 PM	APRV
3	Perla Lopez	Perla Lopez	06/23/2011 11:21 AM	APRV
4	Auditor's Office	Arcilia Duran	06/24/2011 10:29 AM	APRV

Form Started By: Yvette Islas Started On: 06/16/2011 01:25 PM

Final Approval Date: 06/24/2011

HIDALGO COUNTY PRECINCT #3
BORDER COLONIA ACCESS PROGRAM
ROUND III

TECHNICAL SPECIFICATIONS FOR TURN KEY

LOMA LINDA HEIGHTS SUBDIVISION

Loma Linda Circle (N)	CSJ#M1080421
Linda Vista Street	CSJ#M1080421
Loma Linda Drive	CSJ#M1080421
Loma Linda Circle (S)	CSJ#M1080421
Loma Linda Circle (W)	CSJ#M1080421
Loma Linda Circle (E)	CSJ#M1080421
Street "A"	CSJ#M1080421
Street "B"	CSJ#M1080421
Street "C"	CSJ#M1080421

JAVIER HINOJOSA ENGINEERING
416 E. DOVE AVENUE
McALLEN, TEXAS 78504
(956) 668-1588
FAX: (956) 994-8102
E-mail: javhin@rgv.rr.com
TBPE FIRM NO. F-1295

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5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
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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
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    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**
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    b. Prevailing Wage Rate
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19) **Exhibit E**
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    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-11-129-05-11-YSI "ROAD & DRAINAGE CONSTRUCTION FOR LOMA LIND HEIGHTS 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 **$150.00.** 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, MAY 04, 2011** at **2:30 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-11-129-05-11-YSI "ROAD & DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS 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, MAY 11, 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.) and Urban County Program CDBG funds.

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 **30th day of MARCH, 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-11-129-05-11-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS 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-11-129-05-11-YSI-- HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS SUBDIVISION"** and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, MAY 11, 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-CAP-11-129-05-11-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS 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 LOMA LINDA HEIGHTS 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

18. Schedule of Events

Bid Opening, 9:30 AM	**Wednesday, May 11, 2011**
Award of Contract	Monday, May 23, 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 LOMA LINDA HEIGHTS SUBDIVISION"
BID NO.: CAP-11-129-05-11-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: Saenz Utility Contractors, Ltd.

Address: 22290 N. FM 88 Edcouch, Tx 78538

By: Pedro Saenz

Printed Name: Pedro Saenz

Title: Manager

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, May 11, 2011 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. M1080421
Loma Linda Heights 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 evidence 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 **150 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 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 shall 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. The repair of any landscape areas, fences, etc. damaged during construction shall be the responsibility of the Contractor.

12. The Contractor shall at all times provide access to existing homes.

13. Relocation of all mailboxes to be considered incidental to price bid for Right of Way Preparation. All mailboxes relocated shall be as equal to existing mailboxes and shall not be damaged during relocation. If mailboxes are damaged during relocation, Contractor shall be responsible for replacement of mailbox.

14. Installation of SW3P Measures shall be coordinated with the Precinct No. 3 Inspector and/or Engineer. SW3P Measures at a minimum will consist of sediment control fence at project Right of Ways and inlet erosion control logs. These measures will be at no direct payment, cost to be incidental to price bid for drainage lines and inlets.

15. The Contractor shall take all measures necessary in order to control dust during construction. There will be no direct payment for this item and it is to be considered incidental to price bid for roadway excavation.

BID FORM

Company Name:	Saenz Utility Contractors, Ltd.
Signature:	Pedro Saenz
Printed Name:	Pedro Saenz

BID FORM

HIDALGO COUNTY PRECINCT NO. 3
BORDER COLONIA ACCESS PROJECT
CAP-11-129-05-11-YSI
ROAD AND DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS 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	48.68	STA	Preparing ROW	Five hundred ninety	Dollars	$	$
				Zero	Cents	590.00	28,721.20
110	8,252	CY	Excavation (Roadway)	Six	Dollars	$	$
				Ten	Cents	6.10	50,337.20
247	15,965	SY	8" Flex Base (Compl in place) (TY E GR 4)	Five	Dollars	$	$
				Fifty	Cents	5.50	87,807.50
310	3,196	GAL	ASPH Matrl (MC-30)	Six	Dollars	$	$
				Zero	Cents	6.00	19,176.00
340	13,260	SY	1 1/2" ASPH Conc (TY D)	Seven	Dollars	$	$
				eighty	Cents	7.80	103.428.00
502	5	MO	Barricades, Sign and Traffic Handling	One thousand two hundred	Dollars	$	$
				Zero	Cents	1,200.00	6,000.00
530	275	SY	Turnouts (ASPH-CONC-PAV)(PBS-2)	Twenty	Dollars	$	$
				Zero	Cents	20.00	5,500.00

Roadway Subtotal	$ 300,969.90

Company Name:	Saenz Utility Contractors, Ltd.
Signature:	Pedro Saenz
Printed Name:	Pedro Saenz

DRAINAGE

530	598	SY	Driveway (ASPH-CON-PAV) (PB-1)	Twelve Dollars Seventy-five Cents	$	12.75	$ 7,624.50
530	1,385	SY	Driveway (Concrete 3000 PSI)	Thirty-two Dollars Zero Cents	$	32.00	$ 44,320.00
464	50	LF	8" PVC Pipe	Twenty-five Dollars Zero Cents	$	25.00	$ 1,250.00
464	40	LF	15" RCP Culvert Pipe	Twenty-two Dollars Zero Cents	$	22.00	$ 880.00
464	979	LF	18" RCP Culvert Pipe	Twenty-four Dollars Zero Cents	$	24.00	$ 23.496.00
465	10	EA	Type "A" Inlet (All Depths)	Two thousand nine hundred fifty Dollars Zero Cents	$	2,950.00	$ 29,500.00
465	1	EA	Type "CC" Inlet (All Depths)	Two thousand nine hundred fifty Dollars Zero Cents	$	2,950.00	$ 2,950.00
465	6	EA	Type "A" Manhole (All Depths)	Two thousand five hundred Dollars Zero Cents	$	2,500.00	$ 15,000.00
464	3	EA	Tie To Exist. Curb Inlet with 8" PVC Pipe	Six hundred eighty-five Dollars Zero Cents	$	685.00	$ 2,055.00
529	9,686	LF	18" Low Profile Curb & Gutter	Five Dollars fifty Cents	$	5.50	$ 53,273.00
529	490	LF	48" Valley Gutter	Eighteen Dollars Zero Cents	$	18.00	$ 8,820.00
402	1,069	LF	Trench Protection	One Dollars Zero Cents	$	1.00	$ 1,069.00
542	61	SY	6" Rein. Concrete Spillway (Concrete 3000 PSI)	Thirty-seven Dollars Zero Cents	$	37.00	$ 2,257.00

Drainage Subtotal	$ 192,494.50

Bid Total	**$** 493,464.40

OPENED
9:47
5-11-11
Witnessed

BIDDER/COMPANY NAME: Saenz Utility Contractors, Ltd.
AUTHORIZED SIGNATURE: Pedro Saenz
PRINTED NAME: Pedro Saenz
TITLE: Manager

Company Name:	Saenz Utility Contractors, Ltd.
Signature:	Pedro Saenz
Printed Name:	Pedro Saenz

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 **150 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% of Bid _____ 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,

Saenz Utility Contractors, Ltd.
Name of Firm

By: Pedro Saenz 05/11/10
Signature Date

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OR REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER

Manager
Title

22290 N. FM 88
Address

Edcouch, Tx 78538

(956)262-8506
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

Company Name:	Saenz Utility Contractors, Ltd
Signature:	Pedro Saenz
Printed Name:	Pedro Saenz

SAFECO

SAFECO Insurance Company
PO Box 34526
Seattle, WA 98124-1526

FIRST NATIONAL SURETY

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Saenz Utility Contractors Ltd

as Principal, hereinafter called the Principal,

and the FIRST NATIONAL INSURANCE COMPANY OF AMERICA,

of Seattle, a corporation duly organized under

the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County as Obligee, hereinafter called the Obligee,

in the sum of 5% Greatest Amount Bid

Dollars ($ 5%), 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 for Loma Linda Heights 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 10th day of May, 2011.

Witness

Saenz Utility Contractors Ltd (Seal)
Principal

Pedro Saenz, Manager
Title

DEBBIE VALDEZ
Witness

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By Andy Alvarez
ANDY ALVAREZ
Attorney-in-Fact

® A registered trademark of SAFECO Corporation

FRP

Liberty Mutual.

POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS: No. 12885

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

**********ANDY ALVAREZ; RON DUNAGAN; SHELIA DUNAGAN; McAllen, Texas**********

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009.

Dexter R. Legg — **Dexter R. Legg, Secretary**

T A Mikolajewski — **Timothy A. Mikolajewski, Vice President**

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 10th day of May, 2011.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1928 STATE OF WASHINGTON

Dexter R. Legg

Dexter R. Legg, Secretary

S-1049/DF 3/09

WEB PDF

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-11-129-05-23

This Agreement, entered into this **23rd** day of **May,** 2011, by and between Hidalgo County, (hereinafter called the "OWNER," and **Saenz Utility Contractors, LTD** (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:

LOMA LINDA HEIGHTS SUBDIVISION

Hereinafter called the project, for the sum of **($493,464.40) Four Hundred Ninety Three Thousand Four Hundred Sixty Four Dollars and Forty 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 150 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 23**, 2011.

CONTRACTOR: Pedro Saenz
Print Name & Title: Pedro Saenz, Manager
Name of Firm: Saenz Utility Contractors, Ltd.
Address: 22290 FM 88
Edcouch, Texas 78538
Fed I.D. #/SS #: 47-0875517

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 1st day of JUNE,

2011, by Pedro Saenz, Manager of and on behalf of Saenz Utility Contractors, Ltd.
(Name & Title) (a Texas Corporation),

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2011

Jose L. Saenz
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

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 .....)

Pedro Saenz, being first duly sworn, deposes and says that:

(1) He is Pedro Saenz, of Saenz Utility Contractors, Ltd, 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) Pedro Saenz

Manager
(Title)

Subscribed and sworn to before me on this 11th

Day of May

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2011

Jose L. Saenz, NOTARY PUBLIC
Title

TEXAS STATUTORY PAYMENT BOND

(PUBLIC WORKS)

Bond# 6682196

KNOW ALL MEN BY THESE PRESENTS: That SAENZ UTILITY CONTRACTORS, LTD

(hereinafter called the Principal), as Principal, and First National Insurance Company of America,

a corporation organized and existing under the laws of the State Washington licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto Hidalgo County

(hereinafter called the Obligee), in the amount of Four Hundred Ninety Three Thousand Four Hundred Sixty Four and 40/100**** Dollars,

($ 493,464.40) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 23rd day of May , 2011 , for Hidalgo County Pct#3 Border Access Colonia Project Road and Drainage Construction for Loma Linda Heights Subdivision Contract No. C-CAP-11-129-05-23

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herem.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument 23rd day of May , 2011 .

ATTEST:

By: _____

(Seal)

PRINCIPAL: SAENZ UTILITY CONTRACTORS, LTD

By: Pedro Saenz

SURETY: First National Insurance Company of America

By: Andy Alvarez

Andy Alvarez, Atty-in-Fact

APPROVED AS TO FORM:

By: _____

Obligee

S-4118/GEEF 11/97

TEXAS STATUTORY PERFORMANCE BOND

(PUBLIC WORKS)

Bond#6682196

KNOW ALL MEN BY THESE PRESENTS, That SAENZ UTILITY CONTRACTORS, LTD

(hereinafter called the Principal), as Principal, and First National Insurance Company of America

a corporation organized and existing under the laws of the State Washington licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Hidalgo County

(hereinafter called the Obligee), in the amount of Four Hundred Ninety Three Thousand Four Hundred Sixty Four and 40/100**** (Dollars)

($ 493,464.40) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 23rd day of May , 2011 , for Hidalgo County Pct#3 Border Access Colonia Project Road and Drainage Construction for Loma Linda Heights Subdivision Contract No. C-CAP-11-129-05-23

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 23rd day of May , 2011 .

ATTEST:

By: _____

(Seal)

PRINCIPAL: SAENZ UTILITY CONTRACTORS, LTD

By: Pedro Saenz

SURETY: First National Insurance Company of America

By: Andy Alvarez

Andy Alvarez, Atty-in-Fact

APPROVED AS TO FORM:

By: _____

Obligee

S-4117/GEEF 11/97

IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING THE TERRORISM RISK INSURANCE ACT OF 2002

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of America, First National Insurance Company of America, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a $100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond or any generally applicable rules of law.

At this time there is no premium change resulting from this Act.



SAFECO

State of Texas Surety Bond Claim Notice

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code, any notice of claim to the named surety under this bond(s) should be sent to:

SAFECO Surety
Adams Building
4634 154th PL NE
Redmond, WA 98052

Mailing Address:
SAFECO Surety
PO Box 34526
Seattle, WA 98124

Phone: (425) 376-6535
Fax: (425) 376-6533
www.SAFECO.com

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4183618

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

Bond# 6682196

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint. **ANDY ALVAREZ, RON DUNAGAN, SHEILA DUNAGAN, ALL OF THE CITY OF MCALLEN, STATE OF TEXAS**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100********** ****** DOLLARS ($ 50,000,000.00**********)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 14th day of October, 2010.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of October, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, 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 or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 23rd day of May, 2011.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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, Pedro Saenz, authorized representative for Saenz Utility Contractors, Ltd,
Company/Vendor

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

will be acquired within 10 working days after notification from the Urban County Program Coordinator 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 the Urban County Program Coordinator 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.

Pedro Saenz
Authorized Representative

May 11, 2011
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Urban County Program Coordinator 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 Urban County Program Coordinator 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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2011

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

Willis of Texas, Inc
1826 North Loop 1604 West
Suite 375
San Antonio TX 78248

CONTACT NAME:

PHONE (A/C, No, Ext): 210-979-7470 **FAX (A/C, No):** 210-979-7474

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	41262
INSURER B: Travelers Casualty Ins. Co. of Amer	19046
INSURER C: Travelers Indemnity Co. of Connecti	25682
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Saenz Utility Contractors, LTD
22290 North FM 88
Edcouch TX 78538

COVERAGES **CERTIFICATE NUMBER:** 1244708095 **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			CO6447N9966	6/3/2011	6/3/2012	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	[X] 5000						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			BA6428N539	6/3/2011	6/3/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [ ] OCCUR			CUP5463B477	6/3/2011	6/3/2012	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [X] RETENTION $ 10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		UB6471N935	6/3/2011	6/3/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						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
A	Real & Personl Property Equipment Floater Rental Equipment			6606468N92A	6/26/2010	6/26/2011	Building Limit: Limit per item	$318,750 $465,000 $300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Loma Linda Heights Subdivision; Contract No. C-CAP-11-129-05-23

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

Harmon Hamann

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The ACORD name and logo are registered marks of ACORD

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Pedro Saenz, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: Bid Bond, Performance and Payment Bonds
3. Certificates: HUB and DBE certified
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.

Pedro Saenz
Authorized Signature

May 11, 2011
Date

Saenz Utility Contractors, Ltd.
Company

22290 N. FM 88
Address

Edcouch, TX 78538
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	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 E ☐ 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. Pedro Saenz

CERTIFICATE HOLDER

Hidalgo County
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

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 employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

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.

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 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

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 MIN	AC-1.5 MAX	AC-3 MIN	AC-3 MAX	AC-5 MIN	AC-5 MAX	AC-10 MIN	AC-10 MAX	AC-20 MIN	AC-20 MAX	AC-20 MIN	AC-20 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 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	

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

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.

ITEM 529
CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER

529.1. Description. Construct hydraulic cement concrete curb, gutter, and combined curb and gutter.

529.2. Materials. Furnish materials conforming to:
- Item 360, "Concrete Pavement"
- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

Use Class A concrete or material specified in the plans. Use Grade 8 coarse aggregate for extruded Class A concrete. Use other grades if approved bythe Engineer.

529.3. Construction. Provide finished work with a well-compacted mass and a surface free from voids and honeycomb, in the required shape, line, and grade. Round exposed edges with an edging tool of the radius shown on the plans. Mix, place, and cure concrete in accordance with Item 420, "Concrete Structures." Construct joints at locations shown on the plans. Cure for at least 72 hr.

Furnish and place reinforcing steel in accordance with Item 440, "Reinforcing Steel." Set and maintain a guideline that conforms to alignment data shown on the plans, with an outline that conforms to the details shown on the plans.

A. Conventionally Formed Concrete. Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement. Pour concrete into forms, and strike off with a template 1/4 to 3/8 in. less than the dimensions of the finished curb unless otherwise approved. After initial set, plaster surface with mortar consisting of 1 part hydraulic cement and 2 parts fine aggregate. Brush exposed surfaces to a uniform texture.

Place curbs, gutters, and combined curb and gutters in 50-ft. maximum sections unless otherwise approved.

B. Extruded or Slipformed Concrete. Hand-tamp and sprinkle subgrade or foundation material before concrete placement. Provide clean surfaces for concrete placement. If required, coat cleaned surfaces with approved adhesive or coating at the rate of application shown on the plans or as directed. Place concrete with approved self-propelled equipment. The forming tube of the extrusion machine or the form of the slipform machine must be easily adjustable vertically during the forward motion of the machine to provide variable heights necessary to conform to the established gradeline. Attach a pointer or gauge to the machine so that a continual comparison can be made between the extruded or slipform work and the grade guideline. Other methods may be used when approved.

Finish surfaces immediately after extrusion or slipforming.

529.4. Measurement. This Item will be measured by the foot.

529.5. 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 "Concrete Curb," "Concrete Curb (Mono)," or "Concrete Curb and Gutter" of the type specified. This price is full compensation for surface preparation of base, equipment, labor, materials, tools, and incidentals.

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: Pedro Saenz
Print Name: Pedro Saenz
Title: Manager
Telephone Number: (956)262-8506
Date: 05/11/2011

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. 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)
Saenz Utility Contractors, LTD

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.)
22290 FM 88

Requester's name and address (optional)

City, state, and ZIP code
EDCOUCH, TEXAS 78538

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
4	7	–	0	8	7	5	5	1	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 ► Pedro Saenz Date ► 6/01/11

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: Saenz Utility Contractors, Ltd. **Telephone No. (** 956 **)** 262-8506

dba Name:

Legal Name: Saenz Utility Contractors, Ltd.

Mailing Address : 22290 FM 88 **Fax No. (** 956 **)** 262-6493

Physical Address: FM 88 & Mile 19 1/2

City, State, Zip Edcouch, Texas 78538 **Tax I.D. No.** 47-0875517

Remit to Address : 22290 FM 88 **City, State, Zip** Edcouch, Texas 78538

E-Mail Address: saenzutility@yahoo.com

Representative(s) Name(s) & Title(s) Pedro Saenz, Manager ; Juan Saenz, Partner

Type of Organization (check one): ____ Individual ✓ Partnership ____ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify
State Identification No. 47-0875517 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** April 2002 **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:
Pedro Saenz, Manager ; Juan Saenz, Partner

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): 1470875517900 **or are Certificate(s) attached?:** ☐ Yes ☑ No

What type of product(s) is/are solicited by your company?: Labor installation of water, sewer, storm sewer lines and paving improvements

Would you like to be provided with specifications for procurements of such products?: ☑ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:____ **Entry Date:** ____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: ☑ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: 1470875517900 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?: 0 %
(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.

2152188

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.**

Saenz UTILITY CONTRACTORS, Ltd.

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

Pedro Saenz

Signature of person doing business with the governmental entity

11-4-10

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 10th day of May, 2011.

Pedro Saenz

Saenz Utility Contractors, Ltd.

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.

(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.

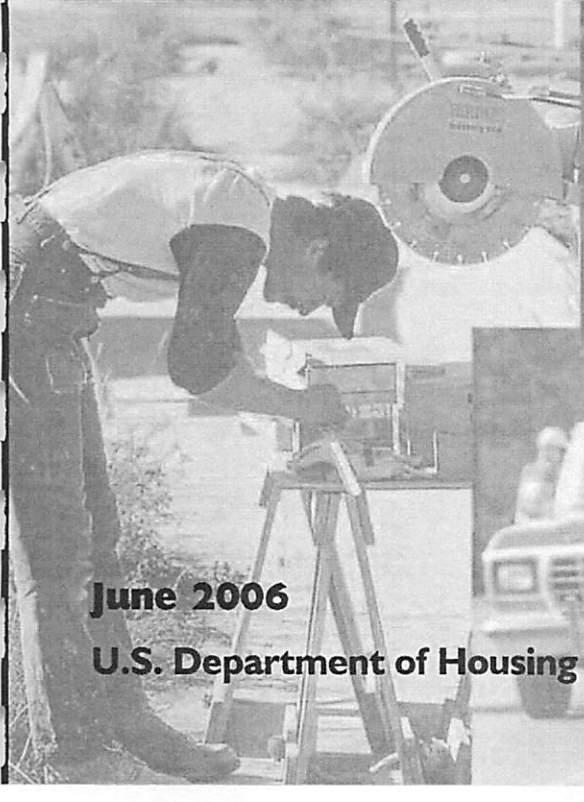
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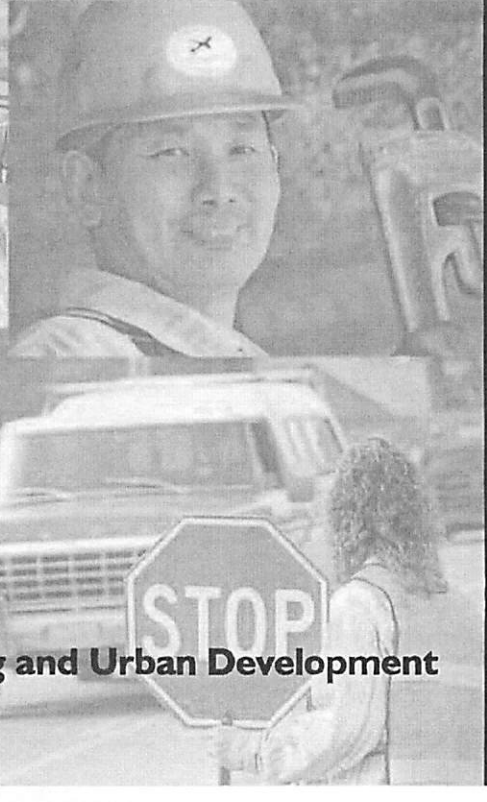
END OF GENERAL DECISION



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

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

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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

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.

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.

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											
			O											
			S											
			O											
			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*

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, 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 519.861

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: - 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: _____
Enlgineer (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
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

				na Linda Heights Street "B" M1080421	Loma Linda Heights Street "C" M1080421			
tem	Code	Item Description	Unit					
		PAVING						
100		Preparing ROW	STA	1.55	1.21	48.68	$590.00	$28,721.20
110		Excavation (Roadway)	CY	327	202	8252.00	$6.10	$50,337.20
247		FL BS (Compl In Place) (TY E, GR4)	SY	638	390	15965.00	$5.50	$87,807.50
310		ASPH Matrl (MC-30)	GAL	128	78	3196.00	$6.00	$19,176.00
340		ASPH CONC (TY D)	SY	552	323	13260.00	$7.80	$103,428.00
502		Barricades, Signs and Traffic Handling	MO	0.25	0.25	5.00	$1,200.00	$6,000.00
530		Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	0	0	275.00	$20.00	$5,500.00
		DRAINAGE						
530		Driveway (ASPH-CONC-PAV) (PB-1)	SY	29	0	598.00	$12.75	$7,624.50
530		Driveway (Concrete 3000 PSI)	SY	9	32	1385.00	$32.00	$44,320.00
464		8" PVC Pipe	LF	12	0	50.00	$25.00	$1,250.00
464		15" RCP Culvert Pipe	LF	0	0	40.00	$22.00	$880.00
464		18" RCP Culvert Pipe	LF	221	0	979.00	$24.00	$23,496.00
465		Type "A" Inlet (All Depths)	EA	0	0	10.00	$2,950.00	$29,500.00
465		Type "CC" Inlet (All Depths)	EA	0	0	1.00	$2,950.00	$2,950.00
465		Type "A" Manhole (All Depths)	EA	2	0	6.00	$2,500.00	$15,000.00
464		Tie To Exist. Curb Inlet with 8" PVC Pipe	EA	1	0	3.00	$685.00	$2,055.00
529		18" Low Profile Curb & Gutter	LF	318	250	9686.00	$5.50	$53,273.00
529		48" Valley Gutter	LF	0	0	490.00	$18.00	$8,820.00
402		Trench Protection	LF	233	0	1069.00	$1.00	$1,069.00
542		6" Rein. Concrete Spillway (Concrete 3000 PSI)	SY	0	0	61.00	$37.00	$2,257.00
				$25,720.55	$9,777.50	TOTAL ESTIMATE		$493,464.40

Form 253 (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, 1998

Exhibit E-F

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: _____

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

Exhibit E-K

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.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

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 RT.	(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											
			R											
			O											
			R											
			O											
			R											
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			O											
			R											

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 Stat. 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 519.531

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.:

					Original Schedule Value			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
		(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

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

Loma Linda Heights 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: Saenz Utility Contractors, LTD

Project Engineer: Javier Hinojosa Engineering

From:	marcie.jackson
To:	"Valde "; Yvette Islas; "Norma Ceballos"
Cc:	"Eralio Palacios"; "Katia Garcia"; "Javier Hinojosa"
Subject:	Final negotiated contract - Loma Linda Heights Subdivision
Date:	Thursday, June 16, 2011 9:07:25 AM

Yvette,

Please submit:

Approval of final negotiated contract for Precinct 3 – 3rd Call Border Colonias Project: Loma Linda Heights Subdivision (CSJ: 3C1080421)

Contractor: Saenz Utility Contractors, LTD
Project Engineer: Javier Hinojosa Engineering
Account: 1-1312-431-00-123-421-0-731 & 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-27123 **11.F.**

Authority to Advertise Legal Consultant to Assist with Negotiation of Contracts

CC CONSENT

Date:	06/28/2011
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications -requirements, legal notice etc.) as attached hereto for "Hidalgo County - Legal Consultant to Assist with Negotiation of Contracts" RFQ No. 2011-175.

BACKGROUND

Proposed Schedule of Events:

1st Advertisement: June 25, 2011
2nd Advertisement: July 02, 2011

Acceptance of RFQ: July 13, 2011

Fiscal Impact

FISCAL YEAR:	2011	ACCT. #:	1-1100-415-18-160-001-0-540
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

$23,548.08 available funds in p.o.# 650320 for expenses related to advertising of procurement packet.

FISCAL YEAR:	2011	ACCT. #:	1-1100-415-30-125-006-0-333
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

GENERAL LITIGATION-LEGAL SERVICES:
Available funds as of 06/23/2011. However, no funds are required at this stage of procurement process. Funds would need to be identified when engaging into contract.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	06/22/2011 10:14 AM	APRV
2	Budget & Management	Erika Zamora	06/22/2011 11:26 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/23/2011 10:33 AM	APRV
4	Auditor's Office		06/24/2011 02:41 PM	PEND

Form Started By: Yolanda Velasquez

Started On: 06/15/2011 02:40 PM

Final Approval Date: 06/24/2011

RFQ NO: 2011-175-07-13-YZV	Buyer: YOLANDA Z VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

"LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS"

ACCEPTANCE DATE

JULY 13, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Hidalgo County–Legal Consultant to Assist with Negotiation of Contracts",** in accordance with the requirements attached hereto as Exhibit "A." RFQ's should address all requirements set forth. Submitters 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** 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, "**RFQ No: 2011-175-07-13-YZV- Hidalgo County-"LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS"** 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, JULY 13, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE WITH THE FOLLOWING REFERENCE: RFQ NO: 2011-175-07-13-YZV-HIDALGO COUNTY- "LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS"

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, July 06, 2011, at 5:00 p.m. Responses will be sent to all applicants by Friday July 08, 2011 at 5:00 p.m**. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. 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 submitter, or to reject all RFQ's and re-advertise.

4. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFQ.

5. No RFQ may be withdrawn within sixty (90) days from the scheduled time to accept RFQ's.

6. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications Submitter shall acknowledge receipt of all addenda as a part of their RFQ.

7. County reserves the right to accept or reject any or all RFQ's

8. Costs are to be net F.O.B. destination County Prepaid.

9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

10. Funds for this procurement have been provided through the County's budget for this fiscal year only. County on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of an RFQ 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.

11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

12. **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

13. **BILLING AND PAYMENT INSTRUCTIONS**:

- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY-LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS"** 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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

14. **SCHEDULE OF EVENTS**

RFQ'S Acceptance Date:	**JULY 13, 2011**
Award of Contract	2011
Commence Work or Deliver Products	2011

15. **~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT:~~**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

  All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications~~.

16. **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.

17. **DISCLOSURE OF CONFLICT OF INTEREST**:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

18. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

19. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

20. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

21. Successful submitter will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

22. Any contract award to a successful proposer will be in effect until: **a)** the contract expires; **b)** delivery and acceptance of products, and/or performance of services ordered, or; **c)** terminated by County with thirty (30) day's written notice prior to cancellation.

23. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

24. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

25. Successful submitter 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

26. 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.

27. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

28. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

29. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Proposal for
HIDALGO COUNTY-
"LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS"
RFQ № 2011-175-07-13-YZV

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS

RFQ NO: 2011-175-00-00

DRAFT

The County of Hidalgo will be accepting Statements of Qualifications from qualified legal firms and/or practitioners (offerors) to provide professional legal services to designated officers and employees of the County of Hidalgo to assist with contract negotiation process to ensure compliance with all local, state and federal laws. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, MONTH 00, 2011. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted

Deliver Submittal to:
RFQ Number: **2011-175-00-00-YZV**
"LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS"

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

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

The following outlines the Request For Qualifications:

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 or via email: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN DAY, MONTH 00, 2011, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, MONTH 00, 2011.**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

SECTION I -GENERAL TERMS AND CONDITIONS

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 participant 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 locate at 100 North. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PARTICIPANT AFFIDAVIT:
Participants to this RFQ must submit a signed Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Participant's Affidavit, (2) that the Respondent does not have Conflict of Interest as described in the Participant's Affidavit, Or (3) That the Respondent has not and will not attempt to lobby directly or indirectly as described in the Participant's Affidavit.

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

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

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the 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 proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PACKETS:
Hidalgo County requires submitters, when hand delivering RFQ's, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PACKETS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

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

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

TERM OF CONTRACT:
The initial term of the contract shall be for **One (1)Year**, with Hidalgo County Commissioner's Court sole discretion to extend for one (1) additional year extension based on prior year's performance evaluation and contingent upon fees remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

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 thirty (30) day's written notice prior to cancellation.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

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SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

MINIMUM FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent registered and licensed to practice in the State of Texas firm, that have experience in the area of "contract negotiation".

1) Must be licensed to practice in the State of Texas, and in good standing with the Texas Bar Association;
2) Possess current licenses, certifications and/or registrations;
3) Five (5) years minimum experience related to "contract negotiations" to political subdivisions;
4) The vendor must possess and demonstrate excellent negotiation, communication, leadership and presentation skills.
5) Five examples of similar work product/deliverables produced for other entities are required with preference to political subdivisions (i.e. federal, state, municipalities, school districts, etc);

Additionally, this section should include a description of the firm's project personnel and their most recent similar (and varied) projects. For each project, a current client contract name and telephone 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 proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, the AMERICAN BAR ASSOCIATION, ETC. The law firm(s) should add copies of their Professional Liability

PROJECT OVERVIEW:

Hidalgo County currently has all contracts reviewed as to form only by Commissioner's Court Legal Counsel. Commissioner Court desires to initiate and implement a "pilot program" to engage a qualified and interested vendor to actively negotiate contracts on an "as needed basis" for Hidalgo County.

1. Consultant shall be responsible for reviewing all draft specifications, requirements, and/or scopes of work or services for completeness and applicability of project's intent and purpose, before presentation to Commissioner's Court for approval;

2. The contractor shall be responsible for reviewing documentation and other records related to contracts to ensure continuity between user's intent and purpose, specifications, requirements, scopes of work/services;

3. **The contractor shall lead high level negotiations, formulate negotiation strategies, in the development of training materials for the education and professional of purchasing staff;**

4. Advise on contracting requirements and options regarding acquisition of goods and services.

5. Collaborate with staff and representatives of user department to review current and anticipated contracting and procurement requirements.

6. Identify and understand revenue potential, contract business requirements, regulations governing local, state and grant fund sources requirements, confidentiality obligations, warranties, liabilities, termination clauses, breach and remedies.

7. Support the staff in addressing countywide organizational policy process and/or procedural barriers to competition, and recommend the appropriate corrective actions, as well as, legislative changes necessary to enhance competition;

8. Plan, prepare and coordinate presentations for County Officials relating to the contract negotiation as may be requested by County Commissioner's Court;

9. Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve the process of contract negotiations.

10. Incorporate additional information to participants in packets that are in the best interest to Hidalgo County and facilitate the negotiation process and/or tabulation and analysis process;

11. Directly negotiate (on behalf of Hidalgo County Commissioner's Court) all aspects of a financial contract that will result in the best terms, conditions fees, pricing, interest rates, or other pertinent financial provisions that are in the best interest of Hidalgo County.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Once ranked by Commissioners Court participant is to provide a fee proposal based on the scope of services.

SECTION III: SELECTION AND SCHEDULES

EVALUATION SYSTEM:
The evaluation consists of a 100 point scoring system

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

SELECTION PROCEDURES:
The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Statement of Qualifications on short notice at a later time.

RFQ/SCORING AND RANKING:
Hidalgo County Commissioners' Court and/or Evaluation Committee (selected and/or designated by Commissioners' Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Request for Qualifications.

After the SOQ's have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioners' Court for the purpose of ranking.

NEGOTIATION PROCESS:
After ranking has been finalized, a fee proposal will be requested from the top ranked firm.

DRAFT

AI-27080 **11.G.**

Extension for Hidalgo County "Fiberglass Manholes"
CC CONSENT

Date:	06/28/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise additional sixty (60) day grace period extension as provided in current contract for “Fiberglass Manholes” for Hidalgo County under the same rates, terms and conditions with Ferguson Waterworks Inc. effective July 14, 2011 through September 11, 2011 while procurement process is completed and awarded.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various

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

BUDGETARY IMPACT:

See attached exp report for possible funding sources and availability of funds. Services are on an as needed basis. Funds will be required at time of purchase.

Attachments

Link: exp report

Link: ext letter.27080

Link: contract.27080

Link: insurance.27080

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/22/2011 10:31 AM	APRV
2	Budget & Management	Erika Zamora	06/22/2011 11:19 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/23/2011 10:05 AM	APRV
4	Auditor's Office	Arcilia Duran	06/23/2011 01:43 PM	APRV

Form Started By: Yvette Islas Started On: 06/14/2011 09:53 AM

Final Approval Date: 06/23/2011

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
1-1100-412-00-002-001-0-671	93RD DC-BLDG&OTHR STRUC R&M SUPPL	501.00	.00	.00	.00	501.00	.00
1-1100-412-00-003-001-0-671	139TH DC-BLDG&OTHR STRUC R&M SUPPL	600.00	.00	.00	.00	600.00	.00
1-1100-412-00-005-001-0-671	275TH DC-BLDG&OTHR STRUC R&M SUPPL	379.00	.00	.00	.00	379.00	.00
1-1100-412-00-007-001-0-671	370TH DC-BLDG&OTHR STRUC R&M SUPPL	265.00	261.89	.00	.00	3.11	98.83
1-1100-414-00-130-001-0-671	ELECTIONS DEPT-BLDG&OTHR STRUC R&M SUPPL	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-415-00-115-002-0-731	CO WIDE ADM-ROADS	33,500.00	2,406.85	31,093.15	31,093.15	.00	100.00
1-1100-415-15-140-001-0-671	TAX OFF-BLDG&OTHR STRUC R&M SUPPL	265.00	.00	237.92	237.92	27.08	89.78
1-1100-415-40-180-001-0-671	CO CLERK-BLDG&OTHR STRUC R&M SUPPL	1,131.15	776.94	261.40	261.40	92.81	91.80
1-1100-419-40-220-001-0-671	FACILITIES MGMT-BLDG&OTHR STRUC R&M SUPP	164,313.91	38,417.55	59,448.81	59,448.81	66,447.55	59.56
1-1100-421-00-280-001-0-671	SHERIFF-BLDG&OTHR STRUC R&M SUPPL	6,000.00	.00	1,277.74	1,277.74	4,722.26	21.30
1-1100-423-00-320-001-0-671	ADULT PROB-BLDG&OTHR STRUC R&M SUPPL	100.00	.00	41.20	41.20	58.80	41.20
1-1100-423-21-280-002-0-671	JAIL-BLDG&OTHR STRUC R&M SUPPL	110,000.00	3,539.80	40,022.20	40,022.20	66,438.00	39.60
1-1100-423-32-330-001-0-671	JUV DET HM-BLDG&OTHR STRUC R&M SUPPL	10,000.00	5,671.66	2,313.46	2,313.46	2,014.88	79.85
1-1100-432-00-121-001-0-671	PCT1 SANITATION-BLDG&OTHR STRUC R&M SUPP	8,600.00	94.60	4,182.28	4,182.28	4,323.12	49.73
1-1100-432-00-123-001-0-671	PCT3 SANITATION-BLDG&OTHER STRUC R&M SUP	3,000.00	1,355.19	1,277.41	1,277.41	367.40	87.75
1-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	33,370.25	33,370.25	.00	.00	.00	100.00
1-1100-441-00-340-001-0-671	HEALTH ADM-BLDG&OTHR STRUC R&M SUPPL	375.00	.00	125.00	125.00	250.00	33.33
1-1100-452-00-121-013-0-671	PCT1 PARKS-BLDG & OTHR STRUC R&M SUPPL	11,500.00	1,538.29	6,369.55	6,369.55	3,592.16	68.76
1-1100-452-00-122-008-0-671	PCT2 PARKS-BLDG & OTHR STRUC R&M SUPPL	3,000.00	396.04	119.74	119.74	2,484.22	17.19
1-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	29,769.58	.00	.00	.00	29,769.58	.00
1-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-452-00-123-008-0-671	PCT3 PARKS-BLDG & OTHR STRUC R&M SUPPL	30,000.00	13,757.69	1,512.05	1,512.05	14,730.26	50.90
1-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	8,200.00	3,092.49	.00	.00	5,107.51	37.71
1-1100-452-00-124-009-0-671	PCT4 PARKS-BLDG&OTHR STRUC R&M SUPPL	2,000.00	.00	544.09	544.09	1,455.91	27.20
1-1100-461-00-380-001-0-671	TX AGRILIFE EXT-BLDG&OTHR STRUC R&M SUPP	1,100.00	506.62	488.54	488.54	104.84	90.47
1-1100-466-00-122-082-0-671	PCT2 CRC (S.TOWER)-BLDG & OTHR STRUC R&M	150.00	14.32	.00	.00	135.68	9.55
1-1200-431-00-121-004-0-671	PCT1 ADM-BLDG&OTHR STRUC R&M SUPPL	4,727.79	108.49	1,988.89	1,988.89	2,630.41	44.36
1-1200-431-00-121-005-0-671	PCT1 RD MAINT-BLDG & OTHR STRUC R&M SUPP	7,000.00	.00	5,928.32	5,928.32	1,071.68	84.69
1-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	340,644.45	125,513.25	150,075.80	150,075.80	65,055.40	80.90
1-1200-431-00-121-005-0-731	PCT1 RD MAINT-ROADS	4,348.92	4,348.92	.00	.00	.00	100.00
1-1200-431-00-121-181-0-731	PCT1 COLONIA SAENZ-ROADS	3,174.07	.00	821.40	821.40	2,352.67	25.88

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1200-431-00-121-185-0-731	PCT1 COLONIA WHALEN ROAD-ROADS	8,382.56	8,382.56	.00	.00	.00	100.00
1-1200-431-00-121-228-0-731	PCT1 DIAZ SUBDIVISION-ROADS	22,268.69	.00	22,268.69	22,268.69	.00	100.00
1-1200-431-00-121-387-0-731	PCT1 LA MESA SUBDIVISION-ROADS	27,793.13	19,129.22	.00	.00	8,663.91	68.83
1-1200-431-00-121-804-0-731	PCT1 WES MER SUBDIVISION-ROADS	7,958.92	7,958.92	.00	.00	.00	100.00
1-1200-431-00-122-004-0-671	CW MECH SHOP-BLDG&OTHR STRUC R&M SUPPL	200.00	.00	.00	.00	200.00	.00
1-1200-431-00-122-005-0-671	PCT2 ADM-BLDG & OTHER STRUC R&M SUPPL	1,500.00	20.74	893.73	893.73	585.53	60.96
1-1200-431-00-122-006-0-671	PCT2 RD MAINT-BLDG & OTHER STRUC R&M SUP	1,000.00	.00	8.36	8.36	991.64	.84
1-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	83,068.75	20,964.27	23,769.53	23,769.53	38,334.95	53.85
1-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	337,375.12	299,628.25	4,910.00	4,910.00	32,836.87	90.27
1-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	73,045.00	42,030.00	.00	.00	31,015.00	57.54
1-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	247,877.83	125,915.46	115,522.37	115,522.37	6,440.00	97.40
1-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	143,541.69	21,980.00	120,728.77	120,728.77	832.92	99.42
1-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	40,000.00	13,929.00	.00	.00	26,071.00	34.82
1-1200-431-00-122-048-0-731	PCT2 INTERSECTION OF OWASSA & TOWER-ROAD	196,000.00	.00	.00	.00	196,000.00	.00
1-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-SIOUX)-ROADS	302,900.00	227,447.82	75,306.20	75,306.20	145.98	99.95
1-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	780,232.19	82,586.62	23,939.97	23,939.97	673,705.60	13.65
1-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	474,000.00	42,846.88	.00	.00	431,153.12	9.04
1-1200-431-00-122-240-0-731	PCT2 EL CHARRO #2-ROADS	323.46	.00	.00	.00	323.46	.00
1-1200-431-00-122-891-0-731	PCT2 LOS ENCINOS #2 SUBD-ROADS	2,146.30	.00	.00	.00	2,146.30	.00
1-1200-431-00-123-004-0-671	PCT3 ADM-BLDG & OTHR STRUC R&M SUPPL	500.00	.00	.00	.00	500.00	.00
1-1200-431-00-123-005-0-671	PCT3 RD MAINT-BLDG & OTHR STRUC R&M SUPP	16,620.45	2,644.60	4,207.29	4,207.29	9,768.56	41.23
1-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	156,156.46	33,238.27	56,862.87	56,862.87	66,055.32	57.70
1-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	358,209.20	163,257.04	139,207.75	139,207.75	55,744.41	84.44
1-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	99,543.78	7,697.50	.00	.00	91,846.28	7.73
1-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	105,078.31	35,883.92	69,194.39	69,194.39	.00	100.00
1-1200-431-00-123-093-0-731	PCT3 SILVER SPUR (S EXP 83- BUS 83 N)-RD	97,828.40	6,952.87	87,342.89	87,342.89	3,532.64	96.39
1-1200-431-00-123-397-0-731	PCT3-LA SUENA SUBDIVISION-ROADS	555.92	.00	.00	.00	555.92	.00
1-1200-431-00-124-005-0-671	PCT4 ADM-BLDG & OTHER STRUC R&M SUPPL	600.00	.00	233.08	233.08	366.92	38.85
1-1200-431-00-124-007-0-671	PCT4 RD MAINT-BLDG & OTHER STRUC R&M SUP	2,000.00	103.38	278.18	278.18	1,618.44	19.08
1-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	81,000.00	32,229.38	39,734.82	39,734.82	9,035.80	88.84
1-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	220,161.07	117,290.88	28,271.67	28,271.67	74,598.52	66.12
1-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
1-1243-412-00-023-002-0-671	PROBATE COURT-BLDG&OTHR STRUC R&M SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
1-1247-412-50-100-001-0-671	LAW LIBRARY-BLDG&OTHR STRUC R&M SUPPL	1,500.00	.00	.00	.00	1,500.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1280-431-00-121-946-1-673	PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP	1,541.80	.00	.00	.00	1,541.80	.00
1-1280-431-00-121-947-1-673	PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE	25,290.82	.00	.00	.00	25,290.82	.00
1-1280-431-00-121-948-1-673	PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE	22,535.37	.00	.00	.00	22,535.37	.00
1-1280-431-00-121-949-1-673	PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES	39,232.32	.00	.00	.00	39,232.32	.00
1-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	.00	.00	.00	27.98	.00
1-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	6,000.07	631.11	4,781.39	4,781.39	587.57	90.21
1-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	.00	.00	.00	39.66	.00
1-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	5,000.54	51.29	4,626.21	4,626.21	323.04	93.54
1-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	.00	.00	.00	11.14	.00
1-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	3,500.44	14.73	3,085.27	3,085.27	400.44	88.56
1-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
1-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	6,000.39	5,935.00	.00	.00	65.39	98.91
1-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	2,400.12	25.10	1,959.90	1,959.90	415.12	82.70
1-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	1,000.44	.00	.00	.00	100.00
1-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	2,000.62	1,835.00	.00	.00	165.62	91.72
1-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	.00	.00	.00	99.70	.00
1-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	1,500.27	52.40	1,375.10	1,375.10	72.77	95.15
1-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	.00	.00	.00	48.11	.00
1-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	.00	.00	.00	88.21	.00
1-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	.00	.00	.00	54.82	.00
1-1280-431-00-121-973-1-673	PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES	9,514.37	.00	.00	.00	9,514.37	.00
1-1280-431-00-121-974-1-673	PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI	2,681.03	.00	.00	.00	2,681.03	.00
1-1280-431-00-121-975-1-673	PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES	13,644.55	.00	.00	.00	13,644.55	.00
1-1280-431-00-121-976-1-673	PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES	25,546.47	.00	.00	.00	25,546.47	.00
1-1280-431-00-121-977-1-673	PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP	28,295.77	.00	.00	.00	28,295.77	.00
1-1280-431-00-121-978-1-673	PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE	3,028.10	.00	.00	.00	3,028.10	.00
1-1280-431-00-121-979-1-673	PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP	51,344.38	.00	.00	.00	51,344.38	.00
1-1280-431-00-121-980-1-673	PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES	3,139.33	.00	.00	.00	3,139.33	.00
1-1280-431-00-121-981-1-673	PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES	57,843.11	.00	.00	.00	57,843.11	.00
1-1280-431-00-121-982-1-673	PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL	8,234.22	.00	.00	.00	8,234.22	.00
1-1280-431-00-121-983-1-673	PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S	19,382.50	.00	.00	.00	19,382.50	.00
1-1280-431-00-121-984-1-673	PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE	20,954.88	.00	.00	.00	20,954.88	.00
1-1280-431-00-121-985-1-673	PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES	7,597.36	.00	.00	.00	7,597.36	.00
1-1280-431-00-121-986-1-673	PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL	70,641.70	.00	.00	.00	70,641.70	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1280-431-00-121-987-1-673	PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL	23,307.71	.00	.00	.00	23,307.71	.00
1-1280-431-00-121-988-1-673	PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU	2,762.96	.00	.00	.00	2,762.96	.00
1-1280-431-00-121-989-1-673	PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE	19,893.85	.00	.00	.00	19,893.85	.00
1-1280-431-00-121-990-1-673	PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE	5,176.48	.00	.00	.00	5,176.48	.00
1-1280-431-00-121-991-1-673	PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI	19,825.43	.00	.00	.00	19,825.43	.00
1-1280-431-00-121-992-1-673	PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES	10,805.17	.00	.00	.00	10,805.17	.00
1-1280-431-00-121-993-1-673	PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP	4,998.57	.00	.00	.00	4,998.57	.00
1-1280-431-00-121-994-1-673	PCT1-46-0642-MILE 19N-R&B SUPPLIES	1,870.28	.00	.00	.00	1,870.28	.00
1-1280-431-00-121-995-1-673	PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES	34,554.36	.00	.00	.00	34,554.36	.00
1-1280-431-00-121-996-1-673	PCT1-46-0667-JUAREZ ST-R&B SUPPLIES	4,734.06	.00	.00	.00	4,734.06	.00
1-1280-431-00-121-997-1-673	PCT1-46-0668-MILE 17 N-R&B SUPPLIES	4,998.96	.00	.00	.00	4,998.96	.00
1-1280-431-00-121-998-1-673	PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES	7,874.67	.00	.00	.00	7,874.67	.00
1-1280-431-00-121-999-1-673	PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI	3,243.43	.00	.00	.00	3,243.43	.00
1-1280-431-00-122-983-1-673	PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP	8,446.69	.00	.00	.00	8,446.69	.00
1-1280-431-00-122-984-1-673	PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP	2,709.13	.00	.00	.00	2,709.13	.00
1-1280-431-00-122-985-1-673	PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE	2,040.10	.00	.00	.00	2,040.10	.00
1-1280-431-00-122-986-1-673	PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES	2,815.19	.00	.00	.00	2,815.19	.00
1-1280-431-00-122-987-1-673	PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP	3,167.17	.00	.00	.00	3,167.17	.00
1-1280-431-00-122-988-1-673	PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE	2,168.81	.00	.00	.00	2,168.81	.00
1-1280-431-00-123-952-0-673	PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES	6,105.05	2,200.00	.00	.00	3,905.05	36.04
1-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	13,679.33	14.47	7,224.28	7,224.28	6,440.58	52.92
1-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	2,175.91	2,000.00	.00	.00	175.91	91.92
1-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	15,076.61	1,963.77	12,036.23	12,036.23	1,076.61	92.86
1-1280-431-00-123-958-0-673	PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE	10,658.99	4.02	6,175.98	6,175.98	4,478.99	57.98
1-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	8,361.43	261.88	2,108.12	2,108.12	5,991.43	28.34
1-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	4,763.15	4,600.00	.00	.00	163.15	96.57
1-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	9,812.67	.00	6,098.32	6,098.32	3,714.35	62.15
1-1280-431-00-123-964-0-673	PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES	2,157.45	1,800.00	.00	.00	357.45	83.43
1-1280-431-00-123-966-0-673	PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES	3,327.53	1,321.40	678.60	678.60	1,327.53	60.10
1-1280-431-00-123-967-0-673	PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES	2,914.31	2,800.00	.00	.00	114.31	96.08
1-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	4,535.95	1,500.00	.00	.00	3,035.95	33.07
1-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	6,451.53	4,555.62	544.38	544.38	1,351.53	79.05
1-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	3,987.83	96.38	3,063.62	3,063.62	827.83	79.24
1-1280-431-00-123-972-0-673	PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP	6,972.67	3,000.00	.00	.00	3,972.67	43.03

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	7,919.81	7,500.00	.00	.00	419.81	94.70
1-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	13,915.05	1,800.00	.00	.00	12,115.05	12.94
1-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	7,603.15	7,500.00	.00	.00	103.15	98.64
1-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	5,653.49	5,650.00	.00	.00	3.49	99.94
1-1280-431-00-123-979-0-673	PCT3-52-0620-TWO MILE RD-R&B R&M SUPPLIE	6,624.77	.00	6,624.77	6,624.77	.00	100.00
1-1280-431-00-123-980-0-673	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU	3,343.15	2,500.00	.00	.00	843.15	74.78
1-1280-431-00-123-982-0-673	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU	9,825.45	1,678.85	6,221.15	6,221.15	1,925.45	80.40
1-1280-431-00-124-981-1-673	PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES	6,154.46	.00	.00	.00	6,154.46	.00
1-1280-431-00-124-982-1-673	PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES	7,118.66	.00	.00	.00	7,118.66	.00
1-1280-431-00-124-983-1-673	PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI	1,637.83	.00	.00	.00	1,637.83	.00
1-1280-431-00-124-984-1-673	PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI	12,677.54	.00	.00	.00	12,677.54	.00
1-1280-431-00-124-985-1-673	PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES	1,637.83	.00	.00	.00	1,637.83	.00
1-1280-431-00-124-986-1-673	PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE	23,764.24	.00	.00	.00	23,764.24	.00
1-1280-431-00-124-987-1-673	PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES	5,116.65	.00	.00	.00	5,116.65	.00
1-1280-431-00-124-988-1-673	PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES	4,043.66	.00	.00	.00	4,043.66	.00
1-1280-431-00-124-989-1-673	PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP	6,574.55	.00	.00	.00	6,574.55	.00
1-1280-452-00-123-984-1-671	PCT3-66-0910-IRRG/PLUMB SYSTEM-BLD&OTHER	17,800.00	.00	.00	.00	17,800.00	.00
1-1280-452-00-123-985-1-671	PCT3-66-0916-ANZALDUA PRK TCKT BLD-BLD&O	24,512.50	9,181.07	1,599.61	1,599.61	13,731.82	43.98
1-1280-452-00-123-986-1-671	PCT3-66-0918-BLD RPR/CONTENT DAMAGES-BLD	20,680.00	5,489.36	.00	.00	15,190.64	26.54
1-1280-452-00-123-988-1-671	PCT3-66-0914-PRK EQUIP/CONTENTS-BLDG&OTH	50,131.62	.00	.00	.00	50,131.62	.00
1-1287-431-00-123-087-3-671	EECBG-BLDG&OTHR STRUC R&M SUPPL	6,372.92	.00	.00	.00	6,372.92	.00
1-1287-431-00-220-046-3-671	EECBG-BLDG&OTHR STRUC R&M SUPPL	17,272.89	.00	.00	.00	17,272.89	.00
1-1292-441-00-350-001-1-671	WIC ADM-BLDG&OTHR STRUC R&M SUPPL	5,000.00	39.65	342.80	342.80	4,617.55	7.65
1-1295-423-00-330-028-0-671	WESL B/C-BLDG&OTHR STRUC R&M SUPPL	15,000.00	3,873.73	3,954.40	3,954.40	7,171.87	52.19
1-1297-423-00-320-020-1-671	SATF-BLDG&OTHR STRUC R&M SUPPL	9,731.89	2,757.60	3,919.15	3,919.15	3,055.14	68.61
1-1297-423-00-320-030-1-671	CRTF-BLDG&OTHR STRUC R&M SUPPL	620.30	.00	555.51	555.51	64.79	89.56
1-1311-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	19,752.99	.00	.00	.00	19,752.99	.00
1-1311-431-00-121-105-1-731	BERNAL-ROADS	2,467.64	.00	.00	.00	2,467.64	.00
1-1311-431-00-121-230-1-731	DIMAS #3-ROADS	53,732.25	.00	.00	.00	53,732.25	.00
1-1311-431-00-121-244-0-731	EL MESQUITE-ROADS	51,163.91	.00	.00	.00	51,163.91	.00
1-1311-431-00-121-245-1-731	EL MONTE-ROADS	2,587.00	.00	.00	.00	2,587.00	.00
1-1311-431-00-121-495-0-731	NORTH CAPISALLO-ROADS	44,859.48	.00	.00	.00	44,859.48	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1311-431-00-121-865-1-731	DIMAS #1-ROADS	1,403.35	.00	.00	.00	1,403.35	.00
1-1311-431-00-121-897-1-731	MEL GRAY-ROADS	2,257.77	.00	.00	.00	2,257.77	.00
1-1311-431-00-122-240-1-731	EL CHARRO #2-ROADS	9,703.70	.00	.00	.00	9,703.70	.00
1-1311-431-00-122-406-1-731	LAS BRISAS-ROADS	370,162.20	.00	.00	.00	370,162.20	.00
1-1311-431-00-122-503-1-731	NORTHSIDE VILLAGE #2-ROADS	4,478.66	.00	.00	.00	4,478.66	.00
1-1311-431-00-122-557-1-731	PENTECOSTAL-ROADS	60,847.71	.00	.00	.00	60,847.71	.00
1-1311-431-00-122-693-0-731	SOUTH SIDE VILLAGE-ROADS	37,955.76	.00	.00	.00	37,955.76	.00
1-1311-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	40,283.88	.00	.00	.00	40,283.88	.00
1-1311-431-00-123-014-1-731	ACEVEDO S/D #4-ROADS	149,327.72	.00	.00	.00	149,327.72	.00
1-1311-431-00-123-015-0-731	ACOSTA S/D-ROADS	72,473.94	.00	.00	.00	72,473.94	.00
1-1311-431-00-123-250-0-731	EL SOL S/D #1-ROADS	1,940.00	.00	.00	.00	1,940.00	.00
1-1311-431-00-123-251-0-731	EL SOL S/D #2-ROADS	3,300.00	.00	.00	.00	3,300.00	.00
1-1311-431-00-123-312-0-731	HAVANA S/D-ROADS	59,329.37	.00	.00	.00	59,329.37	.00
1-1311-431-00-123-325-1-731	HILDA S/D #3-ROADS	32,565.88	.00	.00	.00	32,565.88	.00
1-1311-431-00-123-384-1-731	LA HOMA RD N S/D-ROADS	7,373.00	.00	.00	.00	7,373.00	.00
1-1311-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	46,181.16	.00	.00	.00	46,181.16	.00
1-1311-431-00-123-427-1-731	LOS EBANOS S/D-ROADS	41,233.92	.00	.00	.00	41,233.92	.00
1-1311-431-00-123-488-1-731	MUNOZ ESTATES-ROADS	102,121.59	.00	.00	.00	102,121.59	.00
1-1311-431-00-123-784-1-731	VILLA CAPRI S/D-ROADS	4,371.25	.00	.00	.00	4,371.25	.00
1-1311-431-00-124-129-0-731	CALMA ESTATES #2-ROADS	12,484.27	.00	.00	.00	12,484.27	.00
1-1311-431-00-124-130-0-731	CALMA ESTATES #3-ROADS	27,210.61	.00	.00	.00	27,210.61	.00
1-1311-431-00-124-363-1-731	L & R GARZA-ROADS	34,148.02	.00	.00	.00	34,148.02	.00
1-1311-431-00-124-541-0-731	PALMA S/D #1-ROADS	73,148.63	.00	.00	.00	73,148.63	.00
1-1311-431-00-124-543-0-731	PALMA S/D #2-ROADS	71,772.12	.00	.00	.00	71,772.12	.00
1-1311-431-00-124-585-1-731	RAMBO ESTATES-ROADS	39,565.36	.00	.00	.00	39,565.36	.00
1-1312-431-00-121-063-0-731	BALLI ESTATES-ROADS	390,547.50	.00	.00	.00	390,547.50	.00
1-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	66,763.75	110.00	35,783.65	35,783.65	30,870.10	53.76
1-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	271.20	.00	.00	.00	271.20	.00
1-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	271.20	.00	.00	.00	271.20	.00
1-1312-431-00-121-181-0-731	COLONIA SAENZ-ROADS	46,287.83	.00	.00	.00	46,287.83	.00
1-1312-431-00-121-185-0-731	COLONIA WHALEN ROAD-ROADS	93,354.64	93,354.64	.00	.00	.00	100.00
1-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
1-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	56,454.56	.00	56,454.56	56,454.56	.00	100.00
1-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	1,281.33	.00	.00	.00	1,281.33	.00
1-1312-431-00-121-362-0-731	L & P-ROADS	5,420.88	.00	.00	.00	5,420.88	.00
1-1312-431-00-121-387-0-731	LA MESA SUBDIVISION-ROADS	158,112.08	75,088.08	83,024.00	83,024.00	.00	100.00
1-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	21,608.92	9,641.15	.00	.00	11,967.77	44.62
1-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	149,324.98	.00	.00	.00	149,324.98	.00
1-1312-431-00-121-687-0-731	SO. PALM GARDENS EST.#1-ROADS	1,901.86	.00	.00	.00	1,901.86	.00
1-1312-431-00-121-688-0-731	SO. PALM GARDENS EST.#2-ROADS	3,799.50	.00	.00	.00	3,799.50	.00
1-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
1-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
1-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	84,757.48	84,757.48	.00	.00	.00	100.00
1-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
1-1312-431-00-121-860-0-731	CHAPA #2-ROADS	6,345.52	.00	.00	.00	6,345.52	.00
1-1312-431-00-121-895-0-731	MARY ANN-ROADS	23,763.00	.00	.00	.00	23,763.00	.00
1-1312-431-00-121-896-0-731	MCKEE #1-ROADS	30,237.62	.00	27,079.63	27,079.63	3,157.99	89.56
1-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	17,365.04	.00	.00	.00	17,365.04	.00
1-1312-431-00-122-460-1-731	MESQUITE ACRES SUBD-ROADS	30.00	.00	.00	.00	30.00	.00
1-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	195,162.89	.00	.00	.00	195,162.89	.00
1-1312-431-00-122-890-0-731	LOS ENCINOS #1 SUBD-ROADS	23,131.09	.00	.00	.00	23,131.09	.00
1-1312-431-00-122-891-0-731	LOS ENCINOS #2 SUBD-ROADS	48,159.62	.00	.00	.00	48,159.62	.00
1-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	171,868.11	.00	.00	.00	171,868.11	.00
1-1312-431-00-123-055-0-731	ARIEL HINOJOSA SUBD-ROADS	92,800.00	85,893.00	.00	.00	6,907.00	92.56
1-1312-431-00-123-079-0-731	BASHAM #14-ROADS	140,015.25	111,405.75	.00	.00	28,609.50	79.57
1-1312-431-00-123-082-0-731	BASHAM #18-ROADS	25,613.23	.00	.00	.00	25,613.23	.00
1-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	.00	.00	.00	317,837.00	.00
1-1312-431-00-123-324-0-731	HILDA SUBDIVISION #2-ROADS	18,960.21	.00	.00	.00	18,960.21	.00
1-1312-431-00-123-380-0-731	LA HOMA GROVE ESTATES-ROADS	2,847.00	.00	.00	.00	2,847.00	.00
1-1312-431-00-123-397-0-731	LA SUENA SUBDIVISION-ROADS	183,468.08	.00	.00	.00	183,468.08	.00
1-1312-431-00-123-421-0-731	LOMA LINDA HEIGHTS-ROADS	330,194.25	.00	.00	.00	330,194.25	.00
1-1312-431-00-123-470-1-731	MONICA ACRES-ROADS	2,562.00	.00	.00	.00	2,562.00	.00
1-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
1-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
1-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
1-1312-431-00-124-274-0-731	FOSTER SUBDIVISION-ROADS	59,889.34	3,048.39	33,038.25	33,038.25	23,802.70	60.26

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	86,200.00	.00	.00	.00	86,200.00	.00
1-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
1-1312-431-00-124-401-0-731	LAKEVIEW SUBVISION-ROADS	267,295.85	.00	.00	.00	267,295.85	.00
1-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	96,384.25	.00	.00	.00	96,384.25	.00
1-1312-431-00-124-657-0-731	SEMINARY VILLAGE SUBD-ROADS	103,524.20	30,054.02	.00	.00	73,470.18	29.03
1-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
1-1312-431-00-124-882-0-731	LA FLOR ESTATES-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-883-0-731	LA FLOR GARDENS-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-886-0-731	LABORSITA-ROADS	317.38	.00	.00	.00	317.38	.00
1-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	173,071.10	173,071.10	.00	.00	.00	100.00
1-1315-431-00-122-016-0-731	TXDOT-"I" ROAD-ROADS	367,212.53	72,611.28	.00	.00	294,601.25	19.77
1-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	597,422.59	.00	.00	.00	597,422.59	.00
1-1315-431-00-124-023-0-731	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD	9,750.00	.00	.00	.00	9,750.00	.00
1-1331-431-00-121-016-0-731	CO,2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
1-1331-431-00-123-010-0-731	CO,2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
1-1334-431-00-121-025-0-731	CO,2004-PCT1-ROADS	7,780.51	.00	.00	.00	7,780.51	.00
1-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	268,714.80	94,363.29	51,284.36	51,284.36	123,067.15	54.20
1-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
1-1336-431-00-123-045-0-731	CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	43,502.50	8,800.00	34,702.50	34,702.50	.00	100.00
1-1336-431-00-123-051-0-731	CO,2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
1-1336-431-00-123-080-0-731	CO,2006-PCT3 M4N (TOMGILL-FM2221)-ROADS	1,241.62	.00	1,241.62	1,241.62	.00	100.00
1-1336-431-00-123-081-0-731	CO,2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
1-1336-431-00-124-031-0-731	CO,2006-PCT4 TRENTON(I RD-FM493)-ROADS	500,000.00	.00	.00	.00	500,000.00	.00
1-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	2,877,736.47	314,879.24	.00	.00	2,562,857.23	10.94
1-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	122,799.04	122,799.04	.00	.00	.00	100.00
1-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	16,663.80	16,663.80	.00	.00	.00	100.00
1-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	290,307.00	.00	.00	.00	290,307.00	.00
1-1342-431-00-122-049-0-731	CO2010A&B-PCT2 TOWER RD(OWASSA-SIOUX)-RD	448,870.54	148,913.25	228,389.85	228,389.85	71,567.44	84.06
1-1342-431-00-122-055-0-731	CO2010A&B-PCT2 CHAVEZ(OWASSA-SIOUX)-ROAD	468,870.55	.00	.00	.00	468,870.55	.00

MISSION, TEXAS 78572
956-584-8199 Phone, Cellular 956-227-3885
FAX: 956-584-8608 OR 956-584-7487
Email: CARLOS.ZUNIGA@FERGUSON.COM

WATERWORKS
-MUNICIPAL PIPE

Fax

To:	YVETTE S. ISLAS	**From:**	CARLOS J. ZUNIGA
Fax:	956-292-7612	**Pages:**	2-INCLUDING COVER
Phone:		**Date:**	06/17/11
Re:		**CC:**	

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☑ **Please Reply** ☐ **Please Recycle**

- **Comments:**

Yvette,

Please find the form you requested that we acknowledge receipt of.

Thank you,

Carlos Zuniga

Jun-17-2011 02:55 PM ferguson waterworks 9565847487

New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 14, 2011

Ferguson Waterworks, Inc.
1900 West Expressway 83
Mission, Texas 78572
Via E-Mail: juan.ortega@ferguson.com & carlos.zuniga@ferguson.com
Re: E-10-248-05-15
Fiberglass Manholes-Hidalgo County

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise a sixty (60) day extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of June 21, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, June 17, 2011, via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 6/17/2011

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,

Yvette S. Islas
Hidalgo County Purchasing Department

Jun-17-2011 02:55 PM ferguson waterworks 9565847487

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-10-248-06-15

May 26, 2010

Juan Ortega
Ferguson Waterworks Inc.
1900 West Expressway 83
Mission, Texas 78572

Via: Certified Mail #7099-3220-0002-9744-8680
Via Email: **juan.ortega@ferguson.com**

Re: Renewal/Extension- **C-09-026-07-14**
"Fiberglass Manholes-Hidalgo County

Dear Mr, Ortega:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **June 15, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **June 8, 2010** via facsimile to (956) 956-318-2629 or email to: cris.villarreal@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Juan Ortega Date: 6/11/10

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,

Gricelda Villarreal

Gricelda (Cris) Villarreal, Buyer III
Hidalgo County Purchasing Department

RECEIVED JUL 22 2009

REQUIREMENTS AGREEMENT
C-09-026-07-14

THIS AGREEMENT (the "Agreement") is entered into effective as of **July 14, 2009** and between **Ferguson Waterworks, Inc.** "("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County **"FIBERGLASS MANHOLES,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "RFB Packet") for a period one (1) year; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Fiberglass Manholes"** in the areas of **HIDALGO COUNTY** projects for a period of **one(1) year** from **July 14, 2009** to **July 13, 2010** with the option to renew for an additional one (1) year under the same rates, terms, and conditions, and /or sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" (the "Vendors Bid"). Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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

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

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

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

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
Ferguson Waterworks
Attn: Juan Ortega, Branch Manager
PO Box 4080
McAllen, Texas 78502

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

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

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon 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).

m. **Insurance.** 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 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.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, July 14, 2009.

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

HIDALGO COUNTY

By: _____

Juan D. Salinas, III, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Vendor: **Ferguson Waterworks**

By: _____

Printed Name: Juan Ortega

Title: Branch Manager

Exhibit "A"

Hidalgo County

"Fiberglass Manholes"

Bid No.:09-026-05-13-CGV

GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "**Fiberglass Manholes**" on an "**As Needed Basis**" including, but not limited to, the following:

TERMS, CONDITIONS, AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

5. Insurance requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

6. Hidalgo County reserves the right to award to one (1) or multiple vendors.

7. This contract is not limited to the user departments only. Other Hidalgo County departments, not stated herein, may be included and may utilize this contract

8. All bid prices for items shall take into consideration shipping/handling, and delivery costs.

9. Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.

10. **Manholes must meet the minimum of all the following specifications:**

    - Fiberglass Manholes must be constructed of glass fiber-reinforced polyester resin containing chemically enhanced silica. They shall be constructed of a monolithic design to prevent infiltration through the manhole. Interior surface of manhole shall be smooth for improved corrosion resistance and reduced sludge build-up.
    - Nominal inside diameter of the manhole shall be 48". Thickness of the manholes shall be .50" nominal. Height shall be selected in accordance with the project plan and/or engineers specifications.
    - Manholes must withstand requirements of AASHTO H-20Axle Loads, meet ASTM D 3753 and accept Standard Ring and Cover and must be able to be used with all types of pipe, including but not limited to concrete, clay, steel, iron, and PVC.

11. Price must include ring, covers and 4 (four) plastic spacers.

12. Please include manhole structural and corrosion warranty and pamphlets/literature with your submission.

13. Must be available in the following diameters:

    42", 48", 54", 60", 72" and 92"

14. Cleanout manholes must be available in the following diameter: 36"

15. Lengths: in one foot increments from 3' to 25'

    - Cone Top Openings: Concentric – 22 ½". 32", 38"

      Eccentric-22 ½"

    - Standard Thickness: Standard Wall: 0.25" – 0.5"

      Heavy Wall: 0.5"

    - Average weight: 60 lb/ft

    - Flexural Strength:

Cone: 15.4×10^3 psi

Pipe: 22.5×10^3 psi

- Compressive Strength: 18.9×10^3 psi

16. **Contract Term:**
    - The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.
    - Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

17. **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:

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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) 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) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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.

e) **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 CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **May 6, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, May 8, 2009**.

Ferguson Waterworks

HIDALGO COUNTY

"Fiberglass Manholes"
RFB No.:09-026-05-13-CGV

Exhibit "B"

BID PAGE FORM

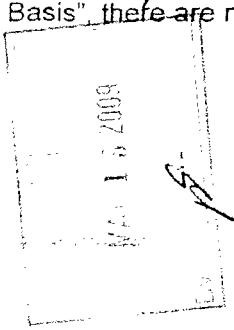
1. All bid prices for items shall take into consideration shipping/handling, and delivery costs.
2. Items must be available in the following diameters, including but not limited to the following:

Size	42" diameter	48" diameter	54" diameter	60" diameter	72" diameter	92" diameter 84
3'	$ 1032.49	$ 1048.04	$ 1179.15	$ 1204.71	$ 1379.15	$ 2826.93
4'	$ 1113.60	$ 1141.37	$ 1309.15	$ 2404.44	$ 1683.60	$ 3182.49
5'	$ 1192.49	$ 1230.26	$ 1464.71	$ 1670.26	$ 1902.49	$ 3536.04
6'	$ 1311.37	$ 1323.60	$ 1700.26	$ 1784.71	$ 2144.71	$ 3893.60
7'	$ 1395.82	$ 1415.82	$ 1790.00	$ 1899.15	$ 2420.26	$ 4249.15
8'	$ 1479.15	$ 1504.71	$ 1891.37	$ 2120.26	$ 2593.60	$ 4604.71
9'	$ 1562.49	$ 1598.04	$ 1988.04	$ 2299.15	$ 2916.93	$ 4960.26
10'	$ 1648.04	$ 1685.82	$ 2083.60	$ 2534.71	$ 3099.15	$ 5438.04
11'	$ 1795.82	$ 1774.71	$ 2179.15	$ 2718.04	$ 3284.71	$ 5871.37
12'	$ 1962.49	$ 1862.49	$ 2274.71	$ 2941.37	$ 3469.15	$ 6284.71
13'	$ 2055.82	$ 1973.60	$ 2370.26	$ 3144.71	$ 3652.49	$ 6608.04
14'	$ 2149.15	$ 2045.82	$ 2466.93	$ 3289.15	$ 3836.93	$ 7131.37
15'	$ 2243.60	$ 2126.93	$ 2562.49	$ 3548.04	$ 4021.37	$ 7554.71
16'	$ 2326.93	$ 2201.37	$ 2654.15	$ 3686.93	$ 4203.60	$ 7978.04
17'	$ 2430.26	$ 2309.15	$ 2753.60	$ 3848.04	$ 4389.15	$ 8401.37
18'	$ 2521.37	$ 2409.15	$ 2850.26	$ 3999.15	$ 4572.49	$ 8824.71
19'	$ 2615.82	$ 2494.93	$ 2945.82	$ 4148.04	$ 4755.82	$ 9248.04
20'	$ 2706.93	$ 2584.15	$ 3040.26	$ 4298.04	$ 4940.26	$ 9675.82
21'	$ 2788.16	$ 2672.49	$ 3165.82	$ 4519.15	$ 5268.04	$ 9980.26
22'	$ 2895.82	$ 2773.60	$ 3291.37	$ 4771.37	$ 5493.60	$ 10522.49
23'	$ 2990.26	$ 2877.00	$ 3416.93	$ 5008.04	$ 5770.26	$ 10945.82
24'	$ 3084.71	$ 2978.04	$ 3542.49	$ 5244.71	$ 6046.93	$ 11369.15
25'	$ 3179.15	$ 3080.26	$ 3668.04	$ 5481.37	$ 6323.60	$ 11,792.49
* A	584.21	748.42	960.00	1240.00	1737.89	2620.00

3. Is custom manhole fabrication with PVC stubouts/bottoms/bench and inverts and 12" high manhole cone neck extensions available? Yes $ See * A
4. All purchases will be on an "As Needed Basis", ~~there are~~ no set quantities to be purchased.

OPENED 9:45 a.m.

Witnessed



5 The term of the contract will be for one (1) year with the County's option to extend an additional one (1) year, under the same rates, terms and conditions.

BIDDER/COMPANY NAME:	Ferguson Waterworks
AUTHORIZED SIGNATURE:	
PRINT NAME/TITLE:	Juan Ortega Branch Manager
ADDRESS:	1900 West Expressway 83
CITY, STATE, ZIP CODE:	Mission, Texas 78572
PHONE NUMBER:	956-584-6199
FAX NUMBER:	956-584-8608
EMAIL ADDRESS:	juan.ortega@ferguson.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2009

PRODUCER
877-945-7378

Willis of Maryland, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

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
Ferguson Enterprises, Inc. and Subsidiaries
(See Attached Named Insured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Ins. Co. of Pittsburg	19445-002
INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-000
INSURER C: Granite State Insurance Company	23809-000
INSURER D: New Hampshire Insurance Company	23841-002
INSURER E: American International South Insurance Co	40258-001

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	0939569	8/1/2009	8/1/2010	EACH OCCURRENCE	$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 2,000,000
						GENERAL AGGREGATE	$ 5,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY PRO-JECT LOC					
B		AUTOMOBILE LIABILITY	AOS 0936264	8/1/2009	8/1/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
B		X ANY AUTO	MA 0936263	8/1/2009	8/1/2010		
C		ALL OWNED AUTOS	VA 0936265	8/1/2009	8/1/2010	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
		X Self-Insured				PROPERTY DAMAGE (Per accident)	$
		X Physical Damage					
		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 $					$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AOS 4288799	8/1/2009	8/1/2010	X WC STATU-TORY LIMITS OTH-ER	
E		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	AOS 4288802	8/1/2009	8/1/2010	E.L. EACH ACCIDENT	$ 2,000,000
		(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	$ 2,000,000
		OTHER					

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

See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER

Evidence of Insurance

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

Coll:2762310 Tpl:960816 Cert:12835971
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Willis

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Air Cold Supply
Air Cold Supply/Webb Distributors
Alamo Pipe & Supply
Alaska Pipe & Supply
CAL-STEAM, a Wolseley Company
Camellia Valley Supply
Castle Supply Company, Inc.
CastleNorth
CFP
Chadwick
Clayton Group, Inc.
Clayton International, LLC
Cline Contract Sales
Colgan Cabinets
Colgan Distributors
Crow Company
D & C Plumbing & Heating Supply
Davidson Electric Wholesale Supply
The Davidson Corporation, a Delaware Corporation
Davidson Pipe Company Inc., a New York Corporation
Davidson Pipe Supply Company, Inc.
Davies Water
E & J Plumbing & Heating Supply Co.
Economy Plumbing and Heating Supply Co.
Endries International of Canada, Inc.
Endries International, Inc.
Energy & Process Corporation
Ferguson Bath Kitchen and Lighting Gallery
Ferguson CESCO, Inc.
Ferguson de Costa Rica Ltd.
Ferguson de Mexico S.A. de CV.
Ferguson Enterprises IV, Inc.
Ferguson Enterprises of Montana, Inc.
Ferguson Enterprises of Puerto Rico, Inc.
Ferguson Enterprises of Virginia, Inc.
Ferguson Enterprises V, Inc.
Ferguson Enterprises, Inc.
Ferguson Enterprises, Inc. of Virginia
Ferguson Fire & Fabrication, Inc.
Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)
Ferguson Full Service Supply
Ferguson Heating & Cooling
Ferguson Holdings, Inc.
Ferguson Hospitality Sales
Ferguson Industrial Plastics and Pump Division
Ferguson Integrated Systems Division, Inc.
Ferguson Intermountain Piping
Ferguson International
Ferguson Panama, S.A.
Ferguson Process Services
Ferguson Valve & Automation
Ferguson Waterworks
Ferguson Waterworks - Midwest Pipe
Ferguson Waterworks - Municipal Pipe
Ferguson Waterworks - Red Hed
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Frischkorn, Inc.
Galleria Bath & Kitchen Showplace
Gilmour Supply Company, Inc.
Gulf Refrigeration Supply
High Country Plumbing Supply
Home Equipment Company, Inc.
Improvement Direct, Inc.
Indiana Plumbing Supply Co., Inc.
Industrial Hub of the Carolinas
J&G Products
J.D. Daddario Company
Kandall Fabricating
L&H Supply, Inc.
Lane Piping Co.
Lawrence Plumbing Supply Co.
Lincoln Products
Linwood Pipe and Supply
Louisiana Utilities Supply Company
LUSCO
Lyon Conklin & Co., Inc.
Mastercraft Cabinets
Monotube Pile Corporation
Northern Water Works Supply, Inc.
Onda-Lay Pipe and Rental, Inc.
Page's Appliances
Palermo Supply
Park Supply
Pipe Products
Plumbing Décor
Plumb Source

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/14/2010

PRODUCER

877-945-7378

Willis of Maryland, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

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INSURED

Ferguson Enterprises, Inc. and Subsidiaries
(See Attached Named Insured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Ins. Co. of Pittsburg	19445-002
INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-000
INSURER C: Granite State Insurance Company	23809-000
INSURER D: New Hampshire Insurance Company	23841-002
INSURER E: Chartis Casualty Company, USA	40258-001

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	X	GENERAL LIABILITY	0939569	8/1/2009	8/1/2010	EACH OCCURRENCE	$ 2,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 5,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
B		AUTOMOBILE LIABILITY	AOS 0936264	8/1/2009	8/1/2010		
B		[X] ANY AUTO	MA 0936263	8/1/2009	8/1/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
C		[ ] ALL OWNED AUTOS	VA 0936265	8/1/2009	8/1/2010		
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per person)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
		[X] Self-Insured					
		[X] Physical Damage				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 $					$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AOS 4288799	8/1/2009	8/1/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
E		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	AOS 4288802	8/1/2009	8/1/2010	E.L. EACH ACCIDENT	$ 2,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	$ 2,000,000
		OTHER					

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

Re: Renewal/Extension - C-09-026-07-14, Fiberglass Manholes - Hidalgo County

See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Highway 281
New Administration Building
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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Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 4

DATE 06/14/2010

PRODUCER 877-945-7378

Willis of Maryland, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

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Ferguson Enterprises, Inc. and Subsidiaries
(See Attached Named Insured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

INSURERS AFFORDING COVERAGE	NAIC#
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INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-000
INSURER C: Granite State Insurance Company	23809-000
INSURER D: New Hampshire Insurance Company	23841-002
INSURER E: Chartis Casualty Company, USA	40258-001

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

WC Policy No. 4288799 (Front Page) - AK, AL, AZ, CO, DE, IA, ID, ME, MI, MN, MT, NH, NJ, NV, NY, RI, UT, VA, VT, WV

WC Policy No. 4288802 (Front Page) - AR, CT, DC, GA, HI, IL, IN, KS, KY, LA, MD, MO, MS, NC, NE, NM, OK, PA, SC, SD, TN

Workers' Compensation - CA
Policy No. 4288850
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2009-2010
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - FL
Policy No. 4288800
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2009-2010
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - MA
Policy No. 4288801
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2009-2010
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - WI
Policy No. 4288804
Carrier: Illinois National Insurance Company
Policy Period: 08/01/2009-2010
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - TX
Policy No. 4288798
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2009-2010
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - OR
Policy No. 4288803

Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 3 of 4

DATE 06/14/2010

PRODUCER 877-945-7378

Willis of Maryland, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

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

Ferguson Enterprises, Inc. and Subsidiaries
(See Attached Named Insured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Ins. Co. of Pittsburg	19445-002
INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-000
INSURER C: Granite State Insurance Company	23809-000
INSURER D: New Hampshire Insurance Company	23841-002
INSURER E: Chartis Casualty Company, USA	40258-001

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

Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2009-2010
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

The County of Hidalgo, Texas is included as an Additional Insured under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

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.

Willis

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Air Cold Supply
Air Cold Supply/Webb Distributors
Alamo Pipe & Supply
Alaska Pipe & Supply
Build.com, Inc.
CAL-STEAM, a Wolseley Company
Camellia Valley Supply
Castle Supply Company, Inc.
CastleNorth
CFP
Chadwick
Clayton Group, Inc.
Clayton International, LLC
Cline Contract Sales
Colgan Cabinets
Colgan Distributors
Crow Company
D & C Plumbing & Heating Supply
Davidson Electric Wholesale Supply
The Davidson Corporation, a Delaware Corporation
The Davidson Group Companies, Inc
Davidson Pipe Company Inc., a New York Corporation
Davidson Pipe Supply Company, Inc.
Davies Water
Decorative Product Source, Inc.
E & J Plumbing & Heating Supply Co.
Economy Plumbing and Heating Supply Co.
Endries International of Canada, Inc.
Endries International, Inc.
Energy & Process Corporation
Ferguson Bath Kitchen and Lighting Gallery
Ferguson CESCO, Inc.
Ferguson de Costa Rica Ltd.
Ferguson de Mexico S.A. de CV.
Ferguson Enterprises IV, Inc.
Ferguson Enterprises of Montana, Inc.
Ferguson Enterprises of Puerto Rico, Inc.
Ferguson Enterprises of Virginia, Inc.
Ferguson Enterprises V, Inc.
Ferguson Enterprises, Inc.
Ferguson Enterprises, Inc. of Virginia
Ferguson Fire & Fabrication, Inc.
Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)
Ferguson Full Service Supply
Ferguson Heating & Cooling
Ferguson Holdings, Inc.
Ferguson Hospitality Sales
Ferguson Industrial Plastics and Pump Division
Ferguson Integrated Systems Division, Inc.
Ferguson Intermountain Piping
Ferguson International
Ferguson Panama, S.A.
Ferguson Process Services
Ferguson Valve & Automation
Ferguson Waterworks
Ferguson Waterworks - Midwest Pipe
Ferguson Waterworks - Municipal Pipe
Ferguson Waterworks - Red Hed
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Frischkorn, Inc.
Galleria Bath & Kitchen Showplace
Gilmour Supply Company, Inc.
Gulf Refrigeration Supply
High Country Plumbing Supply
Home Equipment Company, Inc.
Indiana Plumbing Supply Co., Inc.
Industrial Hub of the Carolinas
J&G Products
J.D. Daddario Company
Kandall Fabricating
L&H Supply, Inc.
Lane Piping Co.
Lawrence Plumbing Supply Co.
Lincoln Products
Linwood Pipe and Supply
Louisiana Utilities Supply Company
LUSCO
Lyon Conklin & Co., Inc.
Mastercraft Cabinets
Monotube Pile Corporation
Northern Water Works Supply, Inc.
Onda-Lay Pipe and Rental, Inc.
Page's Appliances
Palermo Supply

Willis

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Park Supply
Pipe Products
Plumbing Décor
Plumb Source
R Supply Company
Record Supply Company
SEMSCO Barbados, LLC
SEMSCO Trinidad, LLC
SEMSCO Venezuela, LLC
Sierra Craft, Inc.
SOS Sales
Specialty Pipe & Tube, Inc.
Specialty Pipe & Tube of Texas, Inc.
Summer & Dunbar
Supply North Central Group
Tarpon Wholesale Supplies
T & A Valve Industries, Inc.
The Parnell-Martin Companies LLC
The Plumbers Warehouse
The Stock Market
Tubeco Fabrication, Inc.
United Automatic
Water Works Supplies
Webb Distributors
Western Air Systems and Controls, Inc.
WIA of California, Inc.
Wolseley Investments Acquisitions, Inc.
Wolseley Investments, Inc.
Wolseley North America, Inc.
Wolseley North American Consulting, LLC
Wolseley North American Services, Inc.
WPCC Forwarding, LLC

1. Authorization to delete cellular service for HEALTH DEPARTMENT through the County's membership/participation with CONTRACT: C09-231-09-22 with awarded vendor HEB WIRELESS for the following:

Quantity:	Description:	Department:	Employee Name:	Employee Number:	Cell Phone Number:
1	UT Starcomm CDM7025	Health & Human Services	Rufino Farias	133825	956-827-9741
1	UT Starcomm CDM7025	Health & Human Services	Minerva Carranza	032344	956-802-3573

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

C. AI-21590 Information Technology:
1. Authorization to remove data card number/employee name and replace with new number/employee name through the County's membership/participation with CONTRACT: HGAC CW05-02 (PO#636280) with awarded vendor SPRINT for the following service:

Description:	Plan Description:	Department:	Employee Name:	Employee Number:	DataCard Number:
Removing	Unlimited Data Plan	Info. Tech.	Carlos G. Garcia	122475	956-225-8285
Replacing	Unlimited Data Plan	Info. Tech.	Office Use	N/A	New Number
Removing	Unlimited Data Plan	Info. Tech.	Estanislado Ramos	114502	956-225-8738
Replacing	Unlimited Data Plan	Info. Tech.	Office Use	N/A	New Number

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

15. Purchasing Department:

A. AI-21560 Requesting authority to advertise a request for proposals for "Ambulance Services in Unincorporated Areas" for Hidalgo County Precinct 3 and approval of procurement packet (i.e. draft specifications/requirements, legal notice, etc...) RFP No 2010-133.

B. AI-21423 Requesting authority to exercise the option to renew/extend the final year extension as provided in the current contracts as follows: "Fiberglass Manholes (C-09-026-07-14) between Hidalgo County and Ferguson Waterworks Inc., under the same rates, terms and conditions, effective July 14, 2010 thru July 13, 2011 and "Purchase of Gravel Bedding Materials (C-09-020-06-22) between Hidalgo County and Upper Valley Materials L.L.C., under the same rates, terms and conditions, effective June 22, 2010 thru June 21, 2011.

C. AI-21625 1. Requesting approval to submit TCEQ Domestic WasteWater Permit Application Renewal in the Amount of $315.00 for Hidalgo County Precinct No. 1-Delta Lake Park, payable to: Texas Commission on Environmental Quality with release of PO #641455 after County Auditor's review and processing procedures complete and for County Treasurer to issue payment with a manual check, if necessary due to notices of possible park closure received by Precinct #1;

2. Ratification on issuance of PO#641115 in the amount of $13.00 to United States Geological Survey with authority to issue payment as required for renewal for Precinct #1's Delta Lake Park.

D. AI-21624 Approval of Request for Payment-Application No. 6 in the amount of $410,515.90 from D. Wilson Construction Co., awarded contractor for the, "New Administration Offices for Hidalgo County Pct. #2 and Other County Offices," and as certified for payment by project architect, VA Architecture; C-09-037C-11-17.

E. AI-21588 Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and driver(s) to the following departments:

1. Constable Pct 4

F. AI-21550 Requesting approval of request for payment for Inv# ENG1312 ($ 19,500.00) submitted by J. E. Saenz & Associates, Inc. in connection with contract #C-10-072-03-23 (PO# 638514) WA#1- "Amigo Park Subdivision" within Precinct #4.

AI-21423 **15.B.**

Renewal/Extension for Fiberglass Manholes and Gravel Bedding Materials-County Wide

CC CONSENT

Date:	06/15/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to renew/extend the final year extension as provided in the current contracts as follows: "Fiberglass Manholes (C-09-026-07-14) between Hidalgo County and Ferguson Waterworks Inc., under the same rates, terms and conditions, effective July 14, 2010 thru July 13, 2011 and "Purchase of Gravel Bedding Materials (C-09-020-06-22) between Hidalgo County and Upper Valley Materials L.L.C., under the same rates, terms and conditions, effective June 22, 2010 thru June 21, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: VARIOUS

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

BUDGETARY IMPACT:

See attached expenditure report for funding sources and funding availability.rc

Attachments

Link: memo-contract
Link: memo-contract
Link: Ferguson- Contract
Link: Upper Valley- contract
Link: expenditure report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/09/2010 11:12 AM	APRV
2	Budget & Management	Erika Zamora	06/10/2010 07:57 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/10/2010 11:31 AM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 10:21 AM	APRV

Form Started By: Gricelda Villarreal Started On: 05/31/2010 10:17 AM

Final Approval Date: 06/11/2010

P.O. BOX 4080
MCALLEN, TEXAS 78502
1900 WEST EXPRESSWAY 83
MISSION, TEXAS 78572
956-584-8199 Phone, Cellular 956-227-3885
FAX: 956-584-8608 OR 956-584-7487
Email: CARLOS.ZUNIGA@FERGUSON.COM

FERGUSON WATERWORKS - MUNICIPAL PIPE

Fax

To:	YVETTE ISLAS	**From:**	CARLOS J. ZUNIGA
Fax:	~~318-2829~~ 292-7612	**Pages:**	3-INCLUDING COVER
Phone:		**Date:**	06/21/11
Re:		**CC:**	

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☑ **Please Reply** ☐ **Please Recycle**

• **Comments:**

Yvette,

Please find the insurance certificate you requested.

Call me if you have any questions.

Thank you,

Carlos Zuniga

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY) 12/10/2010

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

Willis of Maryland, Inc.
36 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, No, Ext): 877-945-7378 FAX (A/C, No): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURED

Ferguson Enterprises, Inc. and Subsidiaries
(See Attached Named Insured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: National Union Fire Ins. Co. of Pittsburg — 19445-002
INSURER B: National Union Fire Ins. Co. of Pittsburg — 19445-000
INSURER C: National Union Fire Ins. Co. of Pittsburg — 19445-001
INSURER D: New Hampshire Insurance Company — 23841-002
INSURER E: Chartis Casualty Company, USA — 40258-001
INSURER F:

COVERAGES CERTIFICATE NUMBER: 15125123 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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			4360824	8/1/2010	8/1/2011	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			MA 3976516	8/1/2010	8/1/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
B	X ANY AUTO			AOS 3976517	8/1/2010	8/1/2011	BODILY INJURY(Per person)	$
C	ALL OWNED AUTOS / SCHEDULED AUTOS			VA 3976518	8/1/2010	8/1/2011	BODILY INJURY(Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Self-Insured / X Physical Damage							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AOS 026149340	8/1/2010	8/1/2011	X WC STATU-TORY LIMITS / OTH-ER	
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N / N/A			AOS 026149343	8/1/2010	8/1/2011	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER

Evidence of Coverage

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

Coll:3206070 Tpl:1123450 Cert:15125123

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AGENCY CUSTOMER ID: 031419

LOC#:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of Maryland, Inc.	Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602
POLICY NUMBER See First Page	
CARRIER See First Page	NAIC CODE
ADDITIONAL REMARKS	EFFECTIVE DATE: See First Page

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WC Policy No. 026149340 (Front Page) - AK, AL, AZ, CO, DE, IA, ID, ME, MI, MN, MT, NH, NJ, NV, NY, RI, UT, VA, VT, WV

WC Policy No. 026149343 (Front Page) - AR, CT, DC, GA, HI, IL, IN, KS, KY, LA, MD, MO, MS, NC, NE, NM, OK, PA, SC, SD, TN

Workers' Compensation - CA
Policy No. 026149346
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2010-2011
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - FL
Policy No. 026149341
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2010-2011
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - MA
Policy No. 026149342
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2010-2011
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - WI
Policy No. 026149345
Carrier: Illinois National Insurance Company
Policy Period: 08/01/2010-2011
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - TX
Policy No. 026149339
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2010-2011
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - OR
Policy No. 026149344
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2010-2011
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

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AI-27248 **11.H.**

Requesting Authority for extension with Miguel L. Barboza Jr.
CC CONSENT

Date:	06/28/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current contract for "Lease Office Space for Hidalgo County WIC Program in the City of Alton," under the same rates, terms, and conditions with Miguel L. Barboza Jr. C-08-019-06-10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-1-441

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

BUDGETARY IMPACT:

Funds available as of 6/24/11 $6,423.70.

Attachments

Link: Contract

Link: Extension Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	06/23/2011 07:47 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/23/2011 08:46 AM	APRV
3	Erika Zamora	Erika Zamora	06/24/2011 11:53 AM	APRV
4	Auditor's Office	Arcilia Duran	06/24/2011 01:28 PM	APRV

Form Started By: Rocio Villarreal Started On: 06/22/2011 04:55 PM

Final Approval Date: 06/24/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-08-019-06-10

THIS LEASE is made and entered into by and between, **Miguel Barboza** of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, 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. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on **July 11, 2008** and ending on **July 11, 2011** with the option to extend an additional one (1) year.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a 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

1.3 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 of 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 **$3,375.00** 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 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 1st 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 3711 E. Main Ave., Alton, Texas 78573 or other 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 day month.

Taxes

2.4 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

Lessee's Duty to Repair

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, and damage to fixtures and improvements resulting form negligent for 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 Duties to Repair

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.

Additional Duties of Lessor

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 u\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.

(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.

Lessee's Right to Repair for Lessor

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 reasonable time 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.

(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

Lessee shall pay all utility charges 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

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.

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 a sign 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

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, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, 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 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 Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 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 Lessee 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.

Total Destruction

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 or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the 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.

Partial Damage or Destruction

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 not reasonably be completed within 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 twelve (12) 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 twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. 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 as 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 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 and relent 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 relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is 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, following reasonable Notice to and opportunity to cure by Lessor, elect to 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

12.3 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

12.4 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.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not 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, without 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, in which event Lessee shall be released from its obligations 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:

Lessor:
Miguel L. Barboza,
3711 E. Main Ave.
Alton, Texas 78573

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not 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, without 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, in which event Lessee shall be released from its obligations 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.

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Alton, Texas 78573

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This 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 agreement.

Texas Law to Apply

14.3 This 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 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 agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

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 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, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and 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 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 agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the 20 day of June 2007.

LESSOR:

Miguel L. Barboza, Jr.

By: Miguel L Barboza Jr

Printed Name: Miguel L. Barboza Jr

Title: Owner

ATTEST:

Arturo Guajardo Jr. DC

Arturo Guajardo, Jr. County Clerk

LESSEE:
HIDALGO COUNTY, TEXAS

By:

Juan D. Salinas, III, County Judge

Approved on Commissioners' Court 6-10-08

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

Legal Description

All of Lot 19, LA HOMA GROVES SUBDIVISION, UNIT NO. 6, an Addition to the City of Mission, Hidalgo County, Texas, according to the map recorded in Volume 31, Page 89, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program
REQUEST FOR BIDS

"Lease of Office Space in the City of Alton-Wic Clinic"
BID No. 2008-019-05-21-SMA

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space in the City of Alton-WIC Clinic"
BID No.2008-019-05-21-SMA

INSTRUCTIONS TO BIDDERS:
These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, invitation to bid.

- Please review this document in its entirely. Be sure your bid is complete, and double check you bid for accuracy.
- Open records access to all information submitted. All information includes will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of the bid package.

SCOPE OF SERVICES:
Building should be in good working condition. Said office space shall have the designated rooms or areas for conducting of the following WIC functions: Waiting area, reception area, file room, nutrition education classroom, counseling room, computer area, screening room, lab lactation room, a lounge area and storage room, said office space Must be located at the following: **Parameter: 5 mile line and La Homa Road area (1 mile radius) in The City of Alton, TX**.

SPECIFICATIONS:

1. Building must provide a minimum of 2,800 square feet to a maximum of 4,000 square feet of available tile floor space to perform WIC services. Building be well insulated with an ERA rating of minimum of eleven (11).

2. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

3 Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.

4. The public parking lot must consist of at least twenty (20) parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces and 12 parking spaces for staff should be available leading to the building.

5. Bid premises must have water, sewer, and electricity, central air and heating of the entire building including garbage pick up.

6. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.

7. Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control throughout term of this contract and floor maintenance throughout term of this contract/lease.

8. Lessor must provide documented proof that the building is asbestos free.

9. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

10. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

11. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work be made by Lessor and the Lessor's cost and work must be completed 90 days from the date of contract/lease award and execution of the contract/lease or the award will become void/null;

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder must 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.**

2. 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's for repair and restoration purpose.

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, (ADA) and 90 days from the date of awarding bid or the award will become void/null. Lessor must provide legal description of the property.

4. Bidder must charge by the square foot for the rental space.

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause:

2.. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. 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.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to hold bids for a period of sixty (90) days without taking any action.

6. 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 service ordered, or
   (c) Terminated by County with sixty (60) day's written notice prior to cancellation.

7. All cost 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.

8. Must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, May 14,2008 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, May 16, 2008 @ 5:00 P.M.

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space in the City of Alton –WIC Clinic "
BID No.: 2008-019-05-21-SMA
BID FORM

Initial three (3) years term with an additional one (1) year-renewal:

Monthly charge for "Lease of Space in the City of Alton-WIC Clinic" as requested, but not limited to, in the specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) years term with an additional one-year (1) renewal at the County's option to renew.

Price at $ 0.90 **per square foot.**

Proposed Building Total Quantity of 3,750 **sq. ft.**

TOTAL MONTHLY BID PRICE: $ 3,375.00

Proposed (address) Location: 5 mile line & La Homa, **Alton, Tx.**

BIDDER/COMPANY NAME: Miguel L Barboza Jr.

ADDRESS: 3711 E. main ave

CITY: Alton STATE: TX ZIP CODE: 78573

PHONE No: 956 · 585 · 6167 FAX No. 956 · 583 · 3999

AUTHORIZED SIGNATURE: Miguel L Barboza Jr.

PRINTED NAME: Miguel Barboza Jr.

TITLE: owner

EXHIBIT "C"
INSURANCE

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE 5/15/2008

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.
FIATx, LLC P.O. Box 911 Belton TX 76513 (254) 933-1333 (254) 933-1339	COMPANIES AFFORDING COVERAGE
	COMPANY A: West American Insurance Company
INSURED	COMPANY B:
Miguel Barboza 3711 East Main Ave Alton TX 78573	COMPANY C:
	COMPANY D:

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY	BKW53699481	1/1/2008	1/1/2009	[X] BUILDING	$ 492,000
	CAUSES OF LOSS				[X] PERSONAL PROPERTY	$ 12,000
	[ ] BASIC				[ ] BUSINESS INCOME	$
	[ ] BROAD				[ ] EXTRA EXPENSE	$
	[X] SPECIAL				[ ] BLANKET BUILDING	$
	[ ] EARTHQUAKE				[ ] BLANKET PERS PROP	$
	[ ] FLOOD				[ ] BLANKET BLDG & PP	$
						$
						$
	[ ] INLAND MARINE					$
	TYPE OF POLICY					$
						$
	CAUSES OF LOSS					$
	[ ] NAMED PERILS					$
	[ ] OTHER					$
	[ ] CRIME					$
	TYPE OF POLICY					$
						$
	[ ] BOILER & MACHINERY					$
						$
	[ ] OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

Premises located at 3519 W Main Ave, Mission, TX

SPECIAL CONDITIONS/OTHER COVERAGES

Property located at 3519 W Main Ave, Alton, TX. Certificate Holder is shown as additional insured for general liability coverage.

CERTIFICATE HOLDER	CANCELLATION
The Hidalgo County WIC Program 2812 South Business Hwy 281 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Michael Bard

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2008

PRODUCER
FIATx, LLC
P.O. Box 911
Belton TX 76513
(254) 933-1333

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: West American Insurance Compan	44393
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Miguel Barboza

Alton TX 78573

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	BKW53699481	1/1/2008	1/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
		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)	$ $ $ $
		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	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

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

Property located at 3519 W Main Ave, Alton, TX. Certificate Holder is shown as additional insured for general liability coverage.

CERTIFICATE HOLDER

The Hidalgo County WIC Program

2812 South Business Hwy 281

Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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 Cynthia K Savage

PURCHASING DEPARTMENT
County Of Hidalgo

June 22, 2011

CERTIFIED MAIL
7099 3220 0002 9745 6326
Via Facsimile: (956) 583-3999

Miguel L. Barboza Jr.
3711 E. Main Avenue
Alton, Texas 78573

Re: Extension of Agreement No. C-08-019-05-21-Lease of Office Space in the City of Alton for WIC Program

Dear Mr. Barboza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of June 28, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, June 23, 2011,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

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

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department