AI-28625 **2. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - DBM Health Insurance (2201)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 9-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/15/2011 04:31 PM
JC Carreon	JC Carreon	09/15/2011 04:46 PM
Auditor's Office	Arcilia Duran	09/16/2011 10:07 AM

Form Started By: Merlen P. Munoz Started On: 09/15/2011 04:21 PM

Final Approval Date: 09/16/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for DBM-Health Ins Adm

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

SUBJECT: **Intradepartmental transfer(s)**

Contact: Merlen Munoz
Ph#: 292-7025 ext 5403

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
442	EQUIP & VEH RENTALS	250	UNEMPLOYMENT	$ 407.00
			TOTAL	**$ 407.00**

REASON:

Intradept. Transfer to fund expenditures related to the unemployment deficit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

AI-28624 **2. B.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Records Management (1238)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1238-415-40-180-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/15/2011 04:31 PM
Veronica Ortiz	Veronica Ortiz	09/16/2011 08:08 AM
Auditor's Office	Arcilia Duran	09/16/2011 09:24 AM

Form Started By: Merlen P. Munoz Started On: 09/15/2011 04:18 PM

Final Approval Date: 09/16/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Records Mgmt

ACCOUNT NUMBER: 1-1238-415-40-180-004-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Merlen Munoz
Ph#: 292-7025 ext 5403

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	OTHER	250	UNEMPLOYMENT	$ 179.00
			TOTAL	**$ 179.00**

REASON:

Intradept. Transfer to fund expenditures related to the unemployment deficit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

Form DBM-201

AI-28621 **2. C.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - District Attorney (1222)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 9-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/15/2011 04:16 PM
JC Carreon	JC Carreon	09/15/2011 04:30 PM
Auditor's Office	Arcilia Duran	09/16/2011 09:25 AM

Form Started By: Merlen P. Munoz Started On: 09/15/2011 04:05 PM

Final Approval Date: 09/16/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for DA (Bad Checks)

ACCOUNT NUMBER: 1-1222-412-00-080-006-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Merlen Munoz
Ph#: 292-7025 ext 5403

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
748	OTHER EQUIPMENT	250	UNEMPLOYMENT	$ 656.00
			TOTAL	$ 656.00

REASON:

Intradept. Transfer to fund expenditures related to the unemployment deficit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

AI-28623 **2. D.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - District Attorney (1223)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1223-412-00-080-007-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/15/2011 04:16 PM
Ana Galvan	Anna Galvan	09/16/2011 08:58 AM
Auditor's Office	Arcilia Duran	09/16/2011 09:25 AM

Form Started By: Merlen P. Munoz Started On: 09/15/2011 04:11 PM

Final Approval Date: 09/16/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for DA Investigation HB65

ACCOUNT NUMBER: 1-1223-412-00-080-007-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Merlen Munoz
Ph#: 292-7025 ext 5403

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	OTHER	250	UNEMPLOYMENT	$ 805.00
			TOTAL	$ 805.00

REASON:

Intradept. Transfer to fund expenditures related to the unemployment deficit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

AI-28575 **2. E.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

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 9-14-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 03:57 PM
JC Carreon	JC Carreon	09/14/2011 04:33 PM
Auditor's Office	Arcilia Duran	09/15/2011 08:55 AM

Form Started By: Mike Escaname Started On: 09/14/2011 03:45 PM

Final Approval Date: 09/15/2011

Date: September 14, 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
1-1100-441-00-340-003-0-607	HEALTH CLINICS-HSEHLD & JA	1-1100-441-00-340-003-0-421	HEALTH CLINICS-DISPOSAL	$ 216.50
1-1100-441-00-340-003-0-619	HEALTH CLINICS-OTHER MISC	1-1100-441-00-340-003-0-421	HEALTH CLINICS-DISPOSAL	$ 283.50
1-1100-441-00-340-003-0-540	HEALTH CLINICS-ADVERTISIN	1-1100-441-00-340-003-0-421	HEALTH CLINICS-DISPOSAL	$ 1,000.00
			Amount	$ 1,500.00

Revenue Account
Amount Requested: $ 1,500.00

Reason: Funds needed to meet expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-28571 **2. F.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 03:39 PM
Ana Galvan	Anna Galvan	09/15/2011 10:12 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:32 AM

Form Started By: Mike Escaname Started On: 09/14/2011 03:31 PM

Final Approval Date: 09/15/2011

Date: September 14, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-001-0 Administration
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
1-1100-441-00-340-001-0-810	DUES & MEMBERSHIPS	1-1100-441-00-340-001-0-431	BLDG&OTHR STRUC R&M SRV	$ 389.00
1-1100-441-00-340-001-0-640	REFERENCE MATERIALS	1-1100-441-00-340-001-0-431	BLDG&OTHR STRUC R&M SRV	$ 72.10
1-1100-441-00-340-001-0-630	FOOD	1-1100-441-00-340-001-0-431	BLDG&OTHR STRUC R&M SRV	$ 1.89
1-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	1-1100-441-00-340-001-0-431	BLDG&OTHR STRUC R&M SRV	$ 98.72
1-1100-441-00-340-001-0-607	HSEHLD & JANITORIAL SUPPL	1-1100-441-00-340-001-0-431	BLDG&OTHR STRUC R&M SRV	$ 2.48
1-1100-441-00-340-001-0-605	CLOTHING & UNIFORMS	1-1100-441-00-340-001-0-431	BLDG&OTHR STRUC R&M SRV	$ 53.47
1-1100-441-00-340-001-0-613	SAFETY SUPPLIES	1-1100-441-00-340-001-0-432	EQUIP&VEH R&M SRV	$ 300.00
			Amount	$ 917.66

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-28462 **2. G.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: David Sinder, INDIGENT DEFENSE

Department: INDIGENT DEFENSE

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:

Funds available as of 09/09/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/09/2011 10:15 AM
Ana Galvan	Anna Galvan	09/09/2011 03:35 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:14 AM

Form Started By: David Sinder Started On: 09/07/2011 04:34 PM

Final Approval Date: 09/15/2011

Intradepartmental Transfer Request

DATE: September 9, 2009

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for Indigent Defense

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

SUBJECT: **Intradepartmental Transfer(s)**

Contact: Ana Galvan
Ph#: (956) 292-7025

Honorable Commissioners' court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
320	Professional Services	665	Minor Computer Equipment	1,500.00
550	Printing & Binding	665	Minor Computer Equipment	1,800.00
529	Surety & Notary Bonds	665	Minor Computer Equipment	200.00
442	Equipment & Vehicle Rentals	665	Minor Computer Equipment	500.00
442	Equipment & Vehicle Rentals	601	Office and Computer Supplies	100.00
535	Postage	601	Office and Computer Supplies	400.00
			TOTAL	$ 4,500.00

REASON: Transfer is needed to purchase computers and office supplies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-28538 **2. H.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Armando Barrera Jr. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2011 - Tax Office (1246)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1246-415-15-140-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/15/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 10:24 AM
Ana Galvan	Anna Galvan	09/15/2011 09:28 AM
Auditor's Office	Arcilia Duran	09/15/2011 09:35 AM

Form Started By: Mary Garcia Started On: 09/14/2011 09:16 AM

Final Approval Date: 09/15/2011

DATE: September 14, 2011

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 1-1246-415-15-140-003-0-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer in accordance with Local Goverr Chapter 111, Subchapter C Section 111.070, Subsection C.

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
745	**COMPUTER EQUIPMENT**	**661**	**MINOR OFFICE FURN & EQUIP**

TOTAL

REASON: Transfer needed to purchase scanners.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUN**

ıment Code,

AMOUNT
$3,801.54
$3,801.54

ITY CLERK

AI-28518 **2. I.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk's Office (1238)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1238-415-40-180-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-15-11

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2011 11:10 AM
Veronica Ortiz	Veronica Ortiz	09/15/2011 10:03 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:04 AM

Form Started By: Rene Perez Started On: 09/13/2011 10:43 AM

Final Approval Date: 09/15/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 9/12/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1238-415-40-180-004-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	County Records Mgmt- Other	452	County Records Mgmt-Bldg&Renov. Const.	$10,000.00
			TOTAL	$10,000.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-28526 **2. J.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

2011 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-50-190-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/14/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2011 04:04 PM
Ana Galvan	Anna Galvan	09/14/2011 04:47 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:25 AM

Form Started By: Nereida Garza Started On: 09/13/2011 03:49 PM

Final Approval Date: 09/15/2011

DATE: September 09, 2011

DEPARTMENT HEAD: Esther A. Cortez

DEPARATMENT NAME: ***HUMAN RESOURCES***

ACCOUNT NUMBER: 1-1100-415-50-190-002-0-XXX

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
442	Equip & Vehicle Rentals	601	Office & Computer Supplies	$ 137.00
529	Surety & Notary Bonds	601	Office & Computer Supplies	$ 29.00
535	Postage	601	Office & Computer Supplies	$ 99.89
603	Education/instruction supplies	601	Office & Computer Supplies	$ 500.00
604	Medical & Lab Supplies	601	Office & Computer Supplies	$ 50.00
605	Clothing & Uniforms	601	Office & Computer Supplies	$ 110.00
665	Minor Computer Equipment	601	Office & Computer Supplies	$ 16.00
745	Computer Equipment	601	Office & Computer Supplies	$ 50.11
780	Capital Leases	601	Office & Computer Supplies	$ 387.44
			TOTAL:	$ 1,379.44

REASON: Transfer is needed to purchase office and computer supplies.

Department Head Signature _____ Date _____

Approved Commissioners' Court _____ Date _____ Attest County Clerk _____

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

AI-28548 **2. K.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2011 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 9-14-11

Attachments

Intra-Dept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 01:46 PM
JC Carreon	JC Carreon	09/14/2011 04:26 PM
Auditor's Office	Arcilia Duran	09/15/2011 08:57 AM

Form Started By: Edna Kirby Started On: 09/14/2011 01:40 PM

Final Approval Date: 09/15/2011

DATE: September 20, 2011

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 1-1100-415-00-200-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	INFO TECH DEPT - OFFICE & COMP SUPPLIES	631	INFO TECH DEPT - BOTTLED WATER	$200.00
			TOTAL	**$200.00**

REASON: **Tranfer monies to the correct object code to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-28550 **2. L.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2011 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/15/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 01:53 PM
Ana Galvan	Anna Galvan	09/15/2011 10:42 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:49 AM

Form Started By: Edna Kirby Started On: 09/14/2011 01:48 PM

Final Approval Date: 09/15/2011

DATE: **September 20, 2011**

DEPARTMENT HEAD: **Renan Ramirez**

DEPARTMENT NAME: **Information Technology Dept.**

ACCOUNT NUMBER: **1-1100-415-00-200-002-0-XXX**

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
412	IT COUNTYWIDE - CABLE/SATELLITE TV	431	IT COUNTYWIDE - BLDG & OTHR STRUC R&M SRV	$787.00
			TOTAL	**$787.00**

REASON: **Tranfer monies to the correct object code to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (____/____/____)

ATTEST COUNTY CLERK

AI-28560 **2. M.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Oscar Montoya Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2011 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-429-00-110-075-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-15-11

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 03:03 PM
Veronica Ortiz	Veronica Ortiz	09/15/2011 10:19 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:30 AM

Form Started By: SANDRA DELEON Started On: 09/14/2011 02:52 PM

Final Approval Date: 09/15/2011

DATE: September 13, 2011

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 1-1100-429-00-110-075-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
441	Rental of Land and Build.	665	MINOR COMPUTER EQUIP.	2,000.00
441	Rental of Land and Build.	601	OFFICE SUPPLIES	350.00
			TOTAL	2,350.00

REASON: TRANSFER IS BEING REQUESTED FOR THE PURCHASE OF COMPUER EQUIPMENT AND SUPPLIES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-28535 **2. N.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Esther Cortez Submitted By: Anna Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Civil Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-50-190-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/14/2011.

Attachments

AI

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 03:38 PM
Veronica Ortiz	Veronica Ortiz	09/15/2011 10:09 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:26 AM

Form Started By: Anna Galvan Started On: 09/14/2011 08:45 AM

Final Approval Date: 09/15/2011

DATE: September 09, 2011

DEPARTMENT HEAD: Esther A. Cortez

DEPARATMENT NAME: *Civil Service*

ACCOUNT NUMBER: 1-1100-415-50-190-001-0-XXX

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
550	printing and binding	333	Legal Services	$ 1,000.00
550	printing and binding	601	Computer & Office Supplies	$ 350.00
550	printing and binding	535	Postage & Express Mail Charges	$ 500.00
550	Printing and binding	630	Food	$ 200.00
			TOTAL	$ 2,050.00

REASON: Transfer is needed for services and supplies.

Department Head Signature | Date

Approved Commissioners' Court | Date | Attest County Clerk

AI-28540 **2. O.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Facilities Mgmt. Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 09/14/11.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 01:44 PM
Veronica Ortiz	Veronica Ortiz	09/15/2011 10:10 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:29 AM

Form Started By: Olga Garza Started On: 09/14/2011 09:56 AM

Final Approval Date: 09/15/2011

DATE: September 20, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Mgmt.

AI 28540

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
411	WATER/SEWERAGE	421	DISPOSAL	4,000.00
339	OTHER PROF. SERVICES	672	EQUIP/VEHICLES R&M SUPPLIES	1,000.00
413	ELEC. SURVEILL & SECURITY	672	EQUIP/VEHICLES R&M SUPPLIES	2,000.00
442	EQUIP & VEHICLE RENTALS	672	EQUIP/VEHICLES R&M SUPPLIES	1,000.00
442	EQUIP & VEHICLE RENTALS	679	OTHER R&M SUPPLIES	2,000.00
452	BLDG ADD & RENOVATIONS	626	GASOLINE/DIESEL	3,000.00
540	ADVERTISING	626	GASOLINE/DIESEL	2,000.00
609	AGRI & LANDSCAPPING SUPPLIES	626	GASOLINE/DIESEL	5,000.00
613	SAFETY SUPPLIES	626	GASOLINE/DIESEL	2,000.00
605	CLOTHING & UNIFORMS	626	GASOLINE/DIESEL	2,000.00
413	ELEC. SURVEILL & SECURITY	621	NATURAL GAS	400.00
431	BLDG & OTHER STRUC R & M SRV	672	EQUIP/VEHICLES R&M SUPPLIES	6,000.00
			TOTAL	**30,400.00**

REASON:

Intradepartmental Transfer to cover garbage bills and future expenses for the remaining of the year.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28530 **2. P.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

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 09-15-11

Attachments

LIT Revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 08:22 AM
Veronica Ortiz	Veronica Ortiz	09/15/2011 10:18 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:25 AM

Form Started By: Irma Castillo Started On: 09/13/2011 04:59 PM

Final Approval Date: 09/15/2011

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

HIDALGO COUNTY
PLANNING DEPT.

DATE: Sept. 12, 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
1-1100-419-10-210-001-0-532	Wirless Device	→	1-1100-419-10-210-001-0-672	Equip & Veh R&M Supplies	312.95
1-1100-419-10-210-001-0-550	Printing and Binding	→	1-1100-419-10-210-001-0-631	Bottled Water	$100.00
1-1100-419-10-210-001-0-432	Equip & Veh R&M Serv	→	1-1100-419-10-210-001-0-672	Equip & Veh R&M Supplies	$42.85
					$455.80

Reason:Need monies to total the amount for the purchase of 4 new tires for Unit 85, 2003 Ford F150 Truck and to have monies for bottled water.

_____
Department Head Signature

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

LIT092011

AI-28504 **2. Q.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Rene Guerra, Criminal District Attorney Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2011 - HIDTA (1291)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1291-412-00-270-003-1-XXX

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

BUDGETARY IMPACT:

Lapsed Health Ins. funds available as of 09/13/2011. See attached analysis.

Attachments

Transfer#1

Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/09/2011 02:49 PM
Sylvia Solis	Sylvia Solis	09/13/2011 03:05 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:16 AM

Form Started By: Nelda Olivarez Started On: 09/09/2011 02:13 PM

Final Approval Date: 09/15/2011

DATE: September 9, 2011 Transfer Number: 1

DEPARTMENT HEAD: Rene Guerra, Hidalgo County Criminal District Attorey

DEPARTMENT NAME: Hidalgo County HIDTA Task Force / Grant Funds

ACCOUNT NUMBER: 1-1291-412-00-270-003-1-xxx **(Grant 2011)**

SUBJECT: Budget Line-Item Transfers (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
1-1291-412-00-270-003-1- **211**	HEALTH INSURANCE	1-1291-412-00-270-003-1- **250**	UNEMPLOYMENT COMP	**2,500.00**
TOTAL				**S 2,500.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

Dora L. Munoz 9/9/2011
H.I.D.T.A. Task Force Commander — DATE

Attest County Clerk — DATE

Budget Officer — DATE

Approved Commissioners' Court — DATE

HIDTA TASK FORCE - CH 59

SALARIES ANALYSIS WORKSHEET

As of September 13, 2011

Acct No: 1-1291-412-00-270-003-1-XXX **CHAPTER 59 FUNDS**

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Salaries & Fringes
211	Health	$30,283.00	$1,261.79	7.0	$8,832.54	$22,594.00	$13,761.46
TOTAL		**$30,283.00**	**$1,261.79**	**-**	**$8,832.54**	**$22,594.00**	**$13,761.46**

AI-28628 **2. R.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Courthouse Security (1241)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1241-421-23-115-044-0-113

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

BUDGETARY IMPACT:

Funds available as of 9-16-11, as a result of lapsed salaries.

Attachments

Salary Analysis

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/16/2011 09:11 AM
Rosalinda Cantu	Rosie Cantu	09/16/2011 09:24 AM
Auditor's Office	Arcilia Duran	09/16/2011 10:10 AM

Form Started By: Merlen P. Munoz Started On: 09/16/2011 09:06 AM

Final Approval Date: 09/16/2011

COURTHOUSE SECURITY

SALARIES ANALYSIS WORKSHEET

As of 09/16/2011

Acct No: 1-1241-421-23-115-044-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$599,510.00	$23,058.08	9.0	$207,522.69	$210,500.15	$2,977.46
TOTAL		**$599,510.00**	**$23,058.08**		**$207,522.69**	**$210,500.15**	**$2,977.46**

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 16, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Sheriff's Office

ACCOUNT NUMBER: 1-1241-421-23-115-044-0-XXX (Courthouse Security)

SUBJECT: **Intradepartmental transfer(s)**

Contact: Merlen Munoz
Ph#: 292-7025 ext 5403

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
113	REG F/T EMPLOYEES	250	UNEMPLOYMENT	$ 1,900.00
			TOTAL	**$ 1,900.00**

REASON:

Intradept. Transfer to fund expenditures related to the unemployment deficit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

Form DBM-201

AI-28626 **2. S.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Jail Commissary (2102)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-2102-423-21-280-015-0-113

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

BUDGETARY IMPACT:

Funds available as of 9-15-11, as a result of lapsed salaries.

Attachments

Salary Analysis

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/16/2011 08:15 AM
Rosalinda Cantu	Rosie Cantu	09/16/2011 09:14 AM
Auditor's Office	Arcilia Duran	09/16/2011 10:09 AM

Form Started By: Merlen P. Munoz Started On: 09/16/2011 08:06 AM

Final Approval Date: 09/16/2011

JAIL COMMISSARY

SALARIES ANALYSIS WORKSHEET

As of 09/15/2011

Acct No: 1-2102-423-21-280-015-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$340,648.00	$13,101.85	9.0	$117,916.62	$123,924.76	$6,008.14
TOTAL		**$340,648.00**	**$13,101.85**		**$117,916.62**	**$123,924.76**	**$6,008.14**

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Sheriff's Office

ACCOUNT NUMBER: 1-2102-423-21-280-015-0-XXX (Jail Commissary)

SUBJECT: **Intradepartmental transfer(s)**

Contact: Merlen Munoz
Ph#: 292-7025 ext 5403

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
113	REG F/T EMPLOYEES	250	UNEMPLOYMENT	$ 950.00
			TOTAL	$ 950.00

REASON:

Intradept. Transfer to fund expenditures related to the unemployment deficit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

AI-28534 **2. T.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-

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

BUDGETARY IMPACT:

Available account balance as of 9-14-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/14/2011 08:27 AM
Budget & Management	Merlen P. Munoz	09/14/2011 08:31 AM
JC Carreon	JC Carreon	09/14/2011 09:25 AM
Auditor's Office	Arcilia Duran	09/15/2011 09:27 AM

Form Started By: Virginia Rodriguez Started On: 09/14/2011 08:22 AM

Final Approval Date: 09/15/2011

DATE: SEPTEMBER 13, 2011

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-423-21-280-002-0-	332-HOSPITAL SERVICES	1-1100-423-21-280-002-0-	331-PHYSICIANS SERVICES	40,000.00
1-1100-423-21-280-002-0-	332-HOSPITAL SERVICES	1-1100-423-21-280-002-0-	411-WATER/SEWERAGE	10,000.00
1-1100-423-21-280-002-0-	630-FOOD	1-1100-423-21-280-002-0-	411-WATER/SEWERAGE	33,000.00
1-1100-423-21-280-002-0-	339-OTHER PROFESSIONAL SERVICES	1-1100-423-21-280-002-0-	411-WATER/SEWERAGE	10,000.00
1-1100-423-21-280-002-0-	336-COMPUTER SERVICES	1-1100-423-21-280-002-0-	550-PRINTING & BINDING	300.00
1-1100-423-21-280-002-0-	346-HAULING & FREIGHT SERVICES	1-1100-423-21-280-002-0-	550-PRINTING & BINDING	500.00
1-1100-423-21-280-002-0-	425-PEST CONTROL	1-1100-423-21-280-002-0-	550-PRINTING & BINDING	500.00
1-1100-423-21-280-002-0-	540-ADVERTISING	1-1100-423-21-280-002-0-	550-PRINTING & BINDING	1,000.00
1-1100-423-21-280-002-0-	336-COMPUTER SERVICES	1-1100-423-21-280-002-0-	631-BOTTLED WATER	300.00
1-1100-423-21-280-002-0-	640-REFERENCE MATERIALS	1-1100-423-21-280-002-0-	631-BOTTLED WATER	428.08
1-1100-423-21-280-002-0-	529-SURETY&NOTARY BONDS	1-1100-423-21-280-002-0-	631-BOTTLED WATER	279.00
		T O T A L		$96,307.08

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR REMAINDER OF FISCAL YEAR

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-28536 **2. U.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Federal Sharing U.S. Department of Treasury (1228)

BACKGROUND

See attached Line Item Transfer.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1228-421-00-280-006-0

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

BUDGETARY IMPACT:

Funds available as of 09/15/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	09/14/2011 12:15 PM
Budget & Management	Merlen P. Munoz	09/14/2011 12:59 PM
Ana Galvan	Anna Galvan	09/15/2011 10:34 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:36 AM

Form Started By: Rosie Hinojosa Started On: 09/14/2011 09:02 AM

Final Approval Date: 09/15/2011

DATE: 9/14/2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Treasury

ACCOUNT NUMBER: 1-1228-421-00-280-006-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1228-421-00-280-006-0-320	Professional Services	➔	1-1228-421-00-280-006-0-741	Vehicles	10,000.00
1-1228-421-00-280-006-0-745	Computer Equipment	➔	1-1228-421-00-280-006-0-741	Vehicles	5,000.00
1-1228-421-00-280-006-0-747	Software	➔	1-1228-421-00-280-006-0-741	Vehicles	20,000.00
1-1228-421-00-280-006-0-668	Police Weapons & Bulletproof Vests	➔	1-1228-421-00-280-006-0-613	Safety Supplies	475.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
T O T A L					**$35,475.00**

T O T A L **To increase line item for anticipated expenses.**

_____

DEPARTMENT HEAD SIGNATURE

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

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

AI-28532 **2. V.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Investigation Fund HB 65 (1227)

BACKGROUND

See attached Line Item Transfer.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1227-421-00-280-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 9-14-11

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	09/14/2011 12:13 PM
Budget & Management	Merlen P. Munoz	09/14/2011 12:58 PM
JC Carreon	JC Carreon	09/14/2011 04:24 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:26 AM

Form Started By: Rosie Hinojosa Started On: 09/14/2011 08:16 AM

Final Approval Date: 09/15/2011

DATE: 9/14/2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Investigation Fund - HB 65

ACCOUNT NUMBER: 1-1227-421-00-280-005-0

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
1-1227-421-00-280-005-0-831	Court Costs & Investigation	➔	1-1227-421-00-280-005-0-540	Advertising	2,000.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
T O T A L					**$2,000.00**

T O T A L **To increase line item for anticipated expenses.**

_____

DEPARTMENT HEAD SIGNATURE

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

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

AI-28515 **2. W.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Pete Lobato Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - 139th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-003-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 9-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2011 11:04 AM
JC Carreon	JC Carreon	09/13/2011 02:23 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:18 AM

Form Started By: Angela Garcia Started On: 09/13/2011 09:54 AM

Final Approval Date: 09/15/2011

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: 09/13/11

DEPARTMENT HEAD: Judge Bobby Flores

DEPARTMENT NAME: 139th District Court

ACCOUNT NUMBER: 1-1100-412-00-003-001-0-XXX

CONTACT PERSON: Pete Lobato

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
661	Minor Office Furn.	583	Out of County Travel	1,000.00
831	Court Costs & Inv.	583	Out of County Travel	1,000.00
584	Reg. Fees	780	Capital Lease	667.07
			TOTAL	2,667.07

REASON: Travel costs for judge to travel out of state and bailliff to attend seminar and copier lease monthly fees.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-28568 **2. X.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Judge Rudy Gonzalez Submitted By: Dora Gutierrez, COUNTY COURT #1

Department: COUNTY COURT #1

Information

CAPTION

2011 - CCL #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-021-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 9-14-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 03:22 PM
JC Carreon	JC Carreon	09/14/2011 04:16 PM
Auditor's Office	Arcilia Duran	09/15/2011 08:56 AM

Form Started By: Dora Gutierrez Started On: 09/14/2011 03:15 PM

Final Approval Date: 09/15/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **September 19, 2011**

DEPARTMENT HEAD: **JUDGE RUDY GONZALEZ**

DEPARTMENT NAME: **COUNTY COURT AT LAW #1**

ACCOUNT NUMBER: **1-1100-412-00-021-001-0**

CONTACT PERSON: **DORA GUTIERREZ** PHONE: **956.318.2375**

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	810	DUES & MEMBERSHIP	$ 724.00
890	OTHER	583	TRAVEL OUT OF COUNTY	$600.00
			TOTAL	$ 1,324.00

REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-28602 **2. Y.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: County Wide Admin (1100) Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - County Wide Administration (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

From 899 to 411 & 521 in the amounts of $457.31 and $2,368.11 (respectively). Funding available for transfer as of 9/15/11.

Attachments

2011 LIT for County Wide Admin (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 10:32 AM
Ana Galvan	Anna Galvan	09/15/2011 10:48 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:51 AM

Form Started By: Dale Kennan Started On: 09/15/2011 10:26 AM

Final Approval Date: 09/15/2011

DATE: **September 15, 2011**

2011
Transfer

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Department of Budget & Management for the County Wide Administration (1100)**

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	CO WIDE ADM-CONTINGENCY	411	CO WIDE ADM-WATER/SEWERAGE	457.31
899	CO WIDE ADM-CONTINGENCY	521	CO WIDE ADM-PROPERTY INSURANCE	2,368.11
			TOTAL	**2,825.42**

REASON:

Transfer from CO WIDE ADM-CONTINGENCY to CO WIDE ADM-WATER/SEWERAGE and CO WIDE ADM-PROPERTY INSURANCE in the total amount of $2,825.42 to fund needed services for the Mediplex Building.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28487 **2. Z.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Aleida Lopez, J.P. 4, 1

Department: J.P. 4, 1

Information

CAPTION

2011 - J.P. 4/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-067-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/12/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/08/2011 02:46 PM
Ana Galvan	Anna Galvan	09/12/2011 02:08 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:13 AM

Form Started By: Aleida Lopez Started On: 09/08/2011 02:02 PM

Final Approval Date: 09/15/2011

INTRADEPARTMENTAL TRANSFER

DATE: September 8, 2011

DEPARTMENT HEAD: Charlie Espinoza

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

ACCOUNT NUMBER: 1-1100-412-00-067-001-0

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

SUBJECT: Budget Intradepartmental

Honorable Commissioner's Court of Hidalgo County:

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

FROM		**TO**	
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**
583	**Out of County travel**	**631**	**Bottled water**
583	**Out of County travel**	**442**	**Equipment & Vehicle Rentals**
			TOTAL

REASON: Transfer is needed for the operation of JP court.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRADEPARTMENTAL TRANSFER

ıent Code,

AMOUNT
123.00
3.00
$ 126.00

AI-28522 **2. AA.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Chief Deputy Sanchez Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 9-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2011 11:48 AM
JC Carreon	JC Carreon	09/13/2011 04:05 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:21 AM

Form Started By: Angela Garcia Started On: 09/13/2011 11:30 AM

Final Approval Date: 09/15/2011

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: 09/13/11

DEPARTMENT HEAD: Constable Chato Alaniz

DEPARTMENT NAME: Constable Pct. #2

ACCOUNT NUMBER: 1-1100-421-00-292-001-0-xxx

CONTACT PERSON: Chief Deputy Sanchez

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
601	OFFICE & COMP. SUPPLIES	431	R & M SERV. - BLDGS	44.15
605	CLOTHING & UNIFORMS	431	R & M SERV. - BLDGS	6.76
607	HOUSEHOLD & JAN. SUPPLIES	431	R & M SERV. - BLDGS	158.09
607	HOUSEHOLD & JAN. SUPPLIES	412	CABLE/SATELLITE TV	66.91
810	DUES & MEMBERSHIPS	412	CABLE/SATELLITE TV	150.00
			TOTAL	425.91

REASON: FUTURE EXPENDITURES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-28609 **2. BB.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Pct. #1 Rd Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/15/2011 03:02 PM
JC Carreon	JC Carreon	09/15/2011 03:25 PM
Auditor's Office	Arcilia Duran	09/16/2011 09:27 AM

Form Started By: Merlen P. Munoz Started On: 09/15/2011 02:14 PM

Final Approval Date: 09/16/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for PCT 1 Rd Maintenance

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

SUBJECT: **Intradepartmental transfer(s)**

Contact: Merlen Munoz
Ph#: 292-7025 ext 5403

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	OTHER	250	UNEMPLOYMENT	$ 2,766.94
605	CLOTHING & UNIFORMS	250	UNEMPLOYMENT	$ 2,223.06
			TOTAL	**$ 4,990.00**

REASON:

Intradept. Transfer to fund expenditures related to the unemployment deficit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

Form DBM-201

AI-28579 **2. CC.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 08:08 AM
Veronica Ortiz	Veronica Ortiz	09/15/2011 10:25 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:34 AM

Form Started By: Robert Elizondo Started On: 09/14/2011 04:05 PM

Final Approval Date: 09/15/2011

DATE: September 19, 2011 **MEETING REQUEST DATE:** September 20, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI-

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 Cod Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1100	-432	-00	-121	-001	-0	439	OTHER R&M SRV	1	-1100	-432	-00	-121	-001	-0	739	OTHER STRUCTURE	12,975.00
1	-1100	-432	-00	-121	-001	-0	609	AGRI & LANDSCAPE SUPP	1	-1100	-432	-00	-121	-001	-0	613	SAFTEY SUPP.	500.00
1	-1100	-432	-00	-121	-001	-0	532	WIRELESS DEVICES	1	-1100	-432	-00	-121	-001	-0	442	EQ & VEH RENTAL	100.00
1	-1100	-432	-00	-121	-001	-0	604	MEDICAL & LAB SUP.	1	-1100	-432	-00	-121	-001	-0	613	SAFTEY SUPP.	500.00
																		14,075.00

REASON: NEEDED TO COVER FUTURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-28610 **2. DD.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Pct. #3 Rd Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/15/2011 03:02 PM
Ana Galvan	Anna Galvan	09/16/2011 08:59 AM
Auditor's Office	Arcilia Duran	09/16/2011 09:28 AM

Form Started By: Merlen P. Munoz Started On: 09/15/2011 02:17 PM

Final Approval Date: 09/16/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for PCT 3 Rd Maintenance

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Merlen Munoz
Ph#: 292-7025 ext 5403

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	OTHER	250	UNEMPLOYMENT	$ 6,189.00
			TOTAL	**$ 6,189.00**

REASON:

Intradept. Transfer to fund expenditures related to the unemployment deficit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

AI-28590 **2. EE.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

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 9-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 08:12 AM
JC Carreon	JC Carreon	09/15/2011 10:44 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:48 AM

Form Started By: Norma Ceballos Started On: 09/14/2011 04:47 PM

Final Approval Date: 09/15/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: September 20, 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
605	Pct #3 Sanitation - Clothing & Uniforms	432	Pct #3 Sanitation- Equip & Veh R&M Srv.	$ 450.00
613	Pct #3 Sanitation - Safety Supplies	432	Pct #3 Sanitation- Equip & Veh R&M Srv.	$ 200.00
619	Pct #3 Sanitation - Other Misc. Supplies	432	Pct #3 Sanitation- Equip & Veh R&M Srv.	$ 300.00
640	Pct #3 Sanitation - Reference Materials	432	Pct #3 Sanitation- Equip & Veh R&M Srv.	$ 70.55
739	Pct #3 Sanitation - Other Structures	432	Pct #3 Sanitation- Equip & Veh R&M Srv.	$ 500.00
679	Pct #3 Sanitation - Other R&M Supplies	532	Pct #3 Sanitation- Wireless Devices	$ 200.00
334	Pct #3 Sanitation - Arch & Eng Srv.	671	Pct #3 Sanitation - Bldg & Other Struc R&M Supp	$ 2.16
540	Pct #3 Sanitation - Advertising	671	Pct #3 Sanitation - Bldg & Other Struc R&M Supp	$ 163.85
550	Pct #3 Sanitation - Printing & Binding	671	Pct #3 Sanitation - Bldg & Other Struc R&M Supp	$ 132.00
619	Pct #3 Sanitation - Other Misc. Supplies	671	Pct #3 Sanitation - Bldg & Other Struc R&M Supp	$ 100.00
			TOTAL	$ 2,118.56

REASON: To cover expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-28595 **2. FF.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

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?:

BUDGETARY IMPACT:

Available account balance as of 09-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 08:14 AM
Veronica Ortiz	Veronica Ortiz	09/15/2011 10:26 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:38 AM

Form Started By: Norma Ceballos Started On: 09/14/2011 05:06 PM

Final Approval Date: 09/15/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: September 20, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

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

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
679	Pct #3 Parks- Other R&M Supplies	532	Pct #3 Parks - Wireless Devices	$ 200.00
739	Pct #3 Parks- Other Structures	626	Pct #3 Parks - Gasoline/Diesel	$ 1,000.00
343	Pct #3 Parks - Laundry & Dry Cleaning	631	Pct #3 Parks - Bottled Water	$ 175.00
			TOTAL	**$ 1,375.00**

REASON: Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28593 **2. GG.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 09/15/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 08:14 AM
Ana Galvan	Anna Galvan	09/15/2011 10:29 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:37 AM

Form Started By: Norma Ceballos Started On: 09/14/2011 04:58 PM

Final Approval Date: 09/15/2011

INTRADEPARTMENTAL TRANSFER

DATE: September 20, 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-XXX

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
343	Laundry & Dry Cleaning	432	Equip & Veh R&M Services	**$ 600.70**
431	Bldg & Other Struc R&M Srv.	432	Equip & Veh R&M Services	**$ 275.00**
442	Equip & Vehicle Rentals	432	Equip & Veh R&M Services	**$ 665.32**
583	Travel Out of County	432	Equip & Veh R&M Services	**$ 160.90**
			TOTAL	**$ 1,701.92**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28612 **2. HH.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Pct. #4 Rd Maint. (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 9-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/15/2011 03:03 PM
Veronica Ortiz	Veronica Ortiz	09/16/2011 08:08 AM
Auditor's Office	Arcilia Duran	09/16/2011 09:37 AM

Form Started By: Merlen P. Munoz Started On: 09/15/2011 02:31 PM

Final Approval Date: 09/16/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for PCT 4 Rd Maintenance

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

SUBJECT: **Intradepartmental transfer(s)**

Contact: Merlen Munoz
Ph#: 292-7025 ext 5403

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	OTHER	250	UNEMPLOYMENT	$ 4,735.00
			TOTAL	**$ 4,735.00**

REASON:

Intradept. Transfer to fund expenditures related to the unemployment deficit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

AI-28574 **2. II.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/15/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 08:04 AM
Ana Galvan	Anna Galvan	09/15/2011 09:53 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:03 AM

Form Started By: Jr. Munoz Started On: 09/14/2011 03:36 PM

Final Approval Date: 09/15/2011

DATE: September 14, 2011 **AI#** 28574

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

ACCOUNT NUMBER: 1-1100-452-00-124-009-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME
890	Other	439	Other R&M Services

TOTAL

REASON: **Transfer is needed to covet the extension of water line at the Jr. "Milo" Ponce Park and water meter.**

DEPARTMENT HEAD SIGNATURE

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

ıl

AMOUNT
20,000.00
20,000.00

l a new 2"

ſ CLERK

AI-28607 **2. JJ.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - BCAP (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-125-028-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/15/2011 03:00 PM
Veronica Ortiz	Veronica Ortiz	09/16/2011 08:08 AM
Auditor's Office	Arcilia Duran	09/16/2011 09:38 AM

Form Started By: Merlen P. Munoz Started On: 09/15/2011 02:06 PM

Final Approval Date: 09/16/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for BCAP

ACCOUNT NUMBER: 1-1200-431-00-125-028-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Merlen Munoz
Ph#: 292-7025 ext 5403

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	OTHER	250	UNEMPLOYMENT	$ 533.00
			TOTAL	**$ 533.00**

REASON:

Intradept. Transfer to fund expenditures related to the unemployment deficit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

AI-28636 **3. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Monica Badillo Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Planning Dept (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Planning Dept in the amount of $750.00 to fund office supply expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-X0-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI-28608 CC 9/20/11.

Attachments

Interdept trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/16/2011 01:13 PM
Olga Garza	Olga Garza	09/16/2011 04:11 PM
Budget & Management	Merlen P. Munoz	09/16/2011 01:13 PM
Olga Garza	Olga Garza	09/16/2011 04:11 PM
Auditor's Office		

Form Started By: Erika Zamora Started On: 09/16/2011 11:50 AM

DATE: September 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Planning

ACCOUNT NUMBER: 1-1100-41X-X0-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(750.00)
TO			
1-1100-419-10-210-001-0- 601	PLANNING DEPT	OFFICE & COMPUTER SUPPLIES	750.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To partially fund request for office supply expenditures.**

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-28640 **3. B.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Communications System (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Co. Wide Communications System in the amount of $4,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

CO WIDE ADM-CONTINGENCY
Funds pending appropriation of new sources of revenue. REF: AI-28608 CC 9/20/11

Attachments

Interdept trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/16/2011 02:40 PM
Rosalinda Cantu	Rosie Cantu	09/16/2011 04:39 PM
Budget & Management	Merlen P. Munoz	09/16/2011 02:40 PM
Rosalinda Cantu	Rosie Cantu	09/16/2011 04:39 PM
Auditor's Office		

Form Started By: Erika Zamora Started On: 09/16/2011 02:34 PM

DATE: September 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co Wide Communication System

ACCOUNT NUMBER: 1-1100-4XX-00-XXX-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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		
1-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(4,000.00)
TO		
1-1100-421-00-280-083-0 342	CO WIDE COMMUNICATION SY INFO & CREDIT SERVICES	4,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund user services for the Communications System.**

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-28639 **3. C.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Gen Fund-Appraisal Fees (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Gen Fun-Appraisal Fees in the amount of $62,157.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

CO WIDE ADM-CONTINGENCY
Funds pending appropriation of new sources of revenue. REF: AI-28608 CC 9/20/11

Attachments

Interdept trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/16/2011 02:38 PM
Rosalinda Cantu	Rosie Cantu	09/16/2011 04:32 PM
Budget & Management	Merlen P. Munoz	09/16/2011 02:38 PM
Rosalinda Cantu	Rosie Cantu	09/16/2011 04:32 PM
Auditor's Office		

Form Started By: Erika Zamora Started On: 09/16/2011 02:30 PM

DATE: September 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Gen Fund

ACCOUNT NUMBER: 1-1100-415-00-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(62,157.00)
TO			
1-1100-415-00-000-000-0- 854	GEN FUND	APPRAISAL FEES	62,157.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund appraisal fees through year end.**

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-28635 **3. D.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Monica Badillo Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Comm (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Co Comm in the amount of $35,861.70 to fund RGV Broadcasting contract through year end.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-X0-1X5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI-28608 CC 9-20-11

Attachments

interdept trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/16/2011 11:55 AM
Sylvia Solis	Sylvia Solis	09/16/2011 05:04 PM
Budget & Management	Merlen P. Munoz	09/16/2011 11:55 AM
Sylvia Solis	Sylvia Solis	09/16/2011 05:04 PM
Auditor's Office		

Form Started By: Erika Zamora Started On: 09/16/2011 11:47 AM

DATE: September 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co Comm

ACCOUNT NUMBER: 1-1100-41X-X0-1X5-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(35,861.70)
TO			
1-1100-413-30-125-004-0- 320	CO COMM	PROFESSIONAL SERVICES	35,861.70
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To fund RGV Broadcasting contract through year end.**

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-28634 **3. E.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Monica Badillo Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Humane Society (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Humane Society in the amount of $75,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

CO WIDE ADM-CONTINGENCY
Funds pending appropriation of funds. REF: AI-28608 CC 9-20-11.

Attachments

Interdepartmental Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/16/2011 11:48 AM
Rosalinda Cantu	Rosie Cantu	09/16/2011 01:17 PM
Budget & Management	Merlen P. Munoz	09/16/2011 11:48 AM
Rosalinda Cantu	Rosie Cantu	09/16/2011 01:17 PM
Auditor's Office		

Form Started By: Erika Zamora Started On: 09/16/2011 11:42 AM

DATE: September 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Humane Society

ACCOUNT NUMBER: 1-1100-4XX-00-1X5-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(75,000.00)
TO			
1-1100-461-00-125-027-0- 350	HUMANE SOCIETY	OTHER SERVICES	75,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To fund Humane Society contract through year end.**

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-28617 **3. F.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Right-of-Way (1200):
Approval of 2011 interdepartmental transfer from Co. Wide Adm. - Contingency (1200) to Right-of-Way in the amount of $2,549.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 9-15-11

Attachments

Interdept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	09/15/2011 03:57 PM
Olga Garza	Olga Garza	09/15/2011 04:36 PM
Auditor's Office	Arcilia Duran	09/16/2011 10:05 AM

Form Started By: Merlen P. Munoz Started On: 09/15/2011 03:36 PM

Final Approval Date: 09/16/2011

DATE: September 20, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Right-of-Way Dept.

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

CONTACT PERSON: Merlen Munoz **PHONE:** (956) 292-7025 Ext. 5403

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		
1-1200-431-00-125-030-0- 899	CW ADM - CONTINGENCY	(2,549.00)
TO		
1-1200-431-00-260-001-0- 250	R-O-W DEPT UNEMPLOYMENT COMP	2,549.00

AI-28613 **3. G.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Child Welfare Defense (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Child Welfare Defense in the amount of $704,627.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-X0-115-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds pending appropriation of funds on CC 9/20/11 AI# 28608

Attachments

Interdepartmental Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 02:58 PM
Sylvia Solis	Sylvia Solis	09/16/2011 11:17 AM
Budget & Management	Merlen P. Munoz	09/16/2011 11:44 AM
Budget & Management	Merlen P. Munoz	09/15/2011 02:58 PM
Sylvia Solis	Sylvia Solis	09/16/2011 11:17 AM
Budget & Management	Merlen P. Munoz	09/16/2011 11:44 AM
Auditor's Office		

Form Started By: Erika Zamora Started On: 09/15/2011 02:43 PM

DATE: September 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Child Welfare Defense

ACCOUNT NUMBER: 1-1100-41X-X0-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(704,627.00)
TO			
1-1100-412-30-115-083-0- 333	CHILD WELFARE DEFENSE	LEGAL SERVICES	704,627.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To fund legal services.**

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-28604 **3. H.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Dina Trevino Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Departments (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm. - Contingency to various departments in the total amount of $203,463.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds in the amount of $163,685.52 available as of 09/15/2011. Additional funding pending approval of appropriation of funds from new source General Fund revenue, refer to AI-28608.

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	09/15/2011 03:24 PM
Budget & Management	Merlen P. Munoz	09/15/2011 03:40 PM
Erika Zamora	Erika Zamora	09/16/2011 03:10 PM
Sylvia Solis (Originator)	Sylvia Solis	09/15/2011 03:24 PM
Budget & Management	Merlen P. Munoz	09/15/2011 03:40 PM
Erika Zamora	Erika Zamora	09/16/2011 03:10 PM
Auditor's Office		

Form Started By: Sylvia Solis Started On: 09/15/2011 01:12 PM

Hidalgo County

Department of Budget & Management

ESTIMATED EXPENDITURES FOR UNEMPLOYMENT COMPENSATION

ACCOUNT NUMBER	DESCRIPTION	2011 ADJUSTED BUDGETED UNEMPLOYMENT COMP.	PAYROLL AMT. PER PP	PP REMAINING	ESTIMATED EXPENDITURES FOR REMAINING PAY PERIODS	JE AMT.	TOTAL ESTIMATED YEAR-END EXPENDITURES	BALANCE AS OF 09/08/2011	ESTIMATED FUNDS REQUIRED (ROUNDED)
1-1100-412-00-001-001-0-250	92ND DC-UNEMPLOYMENT COMP	1,260.00	48.46	9	436.15	765.94	1,202.09	435.96	766.00
1-1100-412-00-002-001-0-250	93RD DC-UNEMPLOYMENT COMP	1,181.00	45.42	9	408.81	695.18	1,103.99	428.06	676.00
1-1100-412-00-003-001-0-250	139TH DC-UNEMPLOYMENT COMP	1,195.00	45.96	9	413.65	747.00	1,160.65	410.79	750.00
1-1100-412-00-004-001-0-250	206TH DC-UNEMPLOYMENT COMP	1,227.00	47.19	9	424.73	739.25	1,163.98	425.18	739.00
1-1100-412-00-005-001-0-250	275TH DC-UNEMPLOYMENT COMP	1,250.83	48.11	9	432.98	757.47	1,190.45	438.83	752.00
1-1100-412-00-006-001-0-250	332ND DC-UNEMPLOYMENT COMP	1,209.00	46.50	9	418.50	726.35	1,144.85	417.28	728.00
1-1100-412-00-007-001-0-250	370TH DC-UNEMPLOYMENT COMP	1,276.30	49.09	9	441.80	766.26	1,208.06	468.16	740.00
1-1100-412-00-008-001-0-250	389TH DC-UNEMPLOYMENT COMP	1,264.00	48.62	9	437.54	768.20	1,205.74	437.21	769.00
1-1100-412-00-009-001-0-250	398TH DC-UNEMPLOYMENT COMP	1,229.00	47.27	9	425.42	746.48	1,171.90	425.28	747.00
1-1100-412-00-009-003-0-250	INDIGENT DEFENSE-UNEMPLOYMENT COMP	1,492.00	57.38	9	516.46	905.56	1,422.02	515.05	907.00
1-1100-412-00-010-001-0-250	430TH DC-UNEMPLOYMENT COMP	1,314.00	50.54	9	454.85	724.93	1,179.78	540.46	639.00
1-1100-412-00-011-001-0-250	449TH DC-UNEMPLOYMENT COMP	1,315.00	50.58	9	455.19	696.08	1,151.27	512.88	638.00
1-1100-412-00-021-001-0-250	CCL#1-UNEMPLOYMENT COMP	1,217.54	46.83	9	421.46	739.91	1,161.37	432.37	729.00
1-1100-412-00-022-001-0-250	CCL#2-UNEMPLOYMENT COMP	1,154.00	44.38	9	399.46	625.44	1,024.90	402.86	622.00
1-1100-412-00-023-001-0-250	PROBATE CRT-UNEMPLOYMENT COMP	1,569.00	60.35	9	543.12	952.86	1,495.98	541.91	954.00
1-1100-412-00-024-001-0-250	CCL#4-UNEMPLOYMENT COMP	1,211.00	46.58	9	419.19	735.04	1,154.23	419.46	735.00
1-1100-412-00-025-001-0-250	CCL#5-UNEMPLOYMENT COMP	1,104.00	42.46	9	382.15	598.62	980.77	391.77	589.00
1-1100-412-00-026-001-0-250	CCL#6-UNEMPLOYMENT COMP	1,138.00	43.77	9	393.92	669.56	1,063.48	400.45	663.00
1-1100-412-00-031-001-0-250	MASTER CRT-UNEMPLOYMENT COMP	451.00	17.35	9	156.12	273.79	429.91	156.06	274.00
1-1100-412-00-032-001-0-250	MASTER CRT II-UNEMPLOYMENT COMP	449.00	17.27	9	155.42	272.21	427.63	155.02	273.00
1-1100-412-00-045-001-0-250	AUXILIARY CRT-UNEMPLOYMENT COMP	1,090.00	41.92	9	377.31	654.82	1,032.13	377.47	655.00
1-1100-412-00-061-001-0-250	JP PCT 1/PL 1-UNEMPLOYMENT COMP	621.00	23.88	9	214.96	393.87	608.83	219.96	389.00
1-1100-412-00-062-001-0-250	JP PCT 1/PL 2-UNEMPLOYMENT COMP	616.00	23.69	9	213.23	420.49	633.72	214.52	419.00
1-1100-412-00-063-001-0-250	JP PCT 2/PL 1-UNEMPLOYMENT COMP	624.00	24.00	9	216.00	369.47	585.47	216.02	369.00
1-1100-412-00-064-001-0-250	JP PCT 2/PL 2-UNEMPLOYMENT COMP	610.00	23.46	9	211.15	360.11	571.26	244.66	327.00
1-1100-412-00-065-001-0-250	JP PCT 3/PL 1-UNEMPLOYMENT COMP	737.00	28.35	9	255.12	444.43	699.55	269.40	430.00
1-1100-412-00-066-001-0-250	JP PCT 3/PL 2-UNEMPLOYMENT COMP	736.00	28.31	9	254.77	506.29	761.06	257.40	504.00
1-1100-412-00-067-001-0-250	JP PCT 4/PL 1-UNEMPLOYMENT COMP	947.00	36.42	9	327.81	565.19	893.00	335.88	557.00
1-1100-412-00-068-001-0-250	JP PCT 4/PL 2-UNEMPLOYMENT COMP	1,284.00	49.38	9	444.46	1,184.43	1,628.89	615.61	1,013.00
1-1100-412-00-069-001-0-250	JP PCT 5/PL 1-UNEMPLOYMENT COMP	625.00	24.04	9	216.35	292.01	508.36	242.74	266.00
1-1100-412-00-080-002-0-250	CRIM DA-UNEMPLOYMENT COMP	23,077.58	887.60	9	7,988.39	13,722.33	21,710.72	8,560.19	13,151.00
1-1100-412-00-090-001-0-250	DIST CLERK-UNEMPLOYMENT COMP	9,967.94	383.38	9	3,450.44	5,922.44	9,372.88	3,614.79	5,758.00
1-1100-412-30-085-003-0-250	PUBLIC DEFENDER-UNEMPLOYMENT COMP	2,760.00	106.15	9	955.38	1,556.90	2,512.28	956.55	1,556.00
1-1100-413-00-110-006-0-250	CO JUDGE-UNEMPLOYMENT COMP	3,412.26	131.24	9	1,181.17	1,962.96	3,144.13	1,643.61	1,501.00
1-1100-413-00-125-001-0-250	EXECUTIVE OFFICE-UNEMPLOYMENT COMP	2,797.07	107.58	9	968.22	883.88	1,852.10	1,104.72	747.00
1-1100-414-00-130-001-0-250	ELECTIONS DEPT-UNEMPLOYMENT COMP	3,627.29	139.51	9	1,255.60	2,173.90	3,429.50	1,347.29	2,082.00
1-1100-415-00-115-082-0-250	HURRICANE ALEX-UNEMPLOYMENT COMP	0.00	0.00	9	0.00	119.78	119.78	2.58	117.00
1-1100-415-00-200-001-0-250	INFO TECH DEPT-UNEMPLOYMENT COMP	5,522.24	212.39	9	1,911.54	3,288.95	5,200.49	2,099.85	3,101.00
1-1100-415-14-115-001-0-250	DBM-BUDGET DIV-UNEMPLOYMENT COMP	4,974.14	191.31	9	1,721.82	2,969.77	4,691.59	2,076.03	2,616.00
1-1100-415-15-140-001-0-250	TAX OFF-UNEMPLOYMENT COMP	20,268.09	779.54	9	7,015.88	11,871.00	18,886.88	7,273.97	11,613.00
1-1100-415-16-150-001-0-250	CO TREASURER-UNEMPLOYMENT COMP	2,586.00	99.46	9	895.15	1,447.40	2,342.55	929.01	1,414.00
1-1100-415-18-160-001-0-250	PURCHASING-UNEMPLOYMENT COMP	6,314.00	242.85	9	2,185.62	3,585.22	5,770.84	2,720.98	3,050.00
1-1100-415-21-170-001-0-250	CO AUDITOR-UNEMPLOYMENT COMP	10,112.00	388.92	9	3,500.31	5,699.48	9,199.79	3,901.55	5,298.00
1-1100-415-40-180-001-0-250	CO CLERK-UNEMPLOYMENT COMP	10,204.31	392.47	9	3,532.26	5,705.13	9,237.39	3,939.81	5,298.00
1-1100-415-40-180-002-0-250	CO CLERK RECORD ARCHIVE-UNEMPLOYMENT COM	1,391.14	53.51	9	481.55	674.50	1,156.05	595.03	561.00
1-1100-415-50-190-002-0-250	HUMAN RESOURCES-UNEMPLOYMENT COMP	2,254.00	86.69	9	780.23	1,222.93	2,003.16	799.07	1,204.00
1-1100-419-10-210-001-0-250	PLANNING DEPT-UNEMPLOYMENT COMP	3,715.00	142.88	9	1,285.96	2,195.92	3,481.88	1,306.45	2,175.00

Hidalgo County

Department of Budget & Management

ESTIMATED EXPENDITURES FOR UNEMPLOYMENT COMPENSATION

ACCOUNT NUMBER	DESCRIPTION	2011 ADJUSTED BUDGETED UNEMPLOYMENT COMP.	PAYROLL AMT. PER PP	PP REMAINING	ESTIMATED EXPENDITURES FOR REMAINING PAY PERIODS	JE AMT.	TOTAL ESTIMATED YEAR-END EXPENDITURES	BALANCE AS OF 09/08/2011	ESTIMATED FUNDS REQUIRED (ROUNDED)
1-1100-419-40-220-001-0-250	FACILITIES MGMT-UNEMPLOYMENT COMP	13,382.86	514.73	9	4,632.53	7,608.26	12,240.79	5,229.75	7,011.00
1-1100-419-50-125-003-0-250	SAFETY-UNEMPLOYMENT COMP	2,786.00	107.15	9	964.38	1,686.35	2,650.73	984.48	1,666.00
1-1100-421-00-125-011-0-250	TX DPS-UNEMPLOYMENT COMP	848.00	32.62	9	293.54	469.44	762.98	396.10	367.00
1-1100-421-00-280-001-0-250	SHERIFF-UNEMPLOYMENT COMP	67,712.41	2,604.32	9	23,438.91	42,621.59	66,060.50	24,124.14	41,936.00
1-1100-421-00-291-001-0-250	CONSTABLE PCT.1-UNEMPLOYMENT COMP	2,423.46	93.21	9	838.89	1,068.76	1,907.65	840.51	1,067.00
1-1100-421-00-292-001-0-250	CONSTABLE PCT.2-UNEMPLOYMENT COMP	1,393.43	53.59	9	482.34	841.67	1,324.01	486.14	838.00
1-1100-421-00-293-001-0-250	CONSTABLE PCT.3-UNEMPLOYMENT COMP	3,302.97	127.04	9	1,143.34	2,085.60	3,228.94	1,168.69	2,060.00
1-1100-421-00-294-001-0-250	CONSTABLE PCT.4-UNEMPLOYMENT COMP	3,219.33	123.82	9	1,114.38	1,831.51	2,945.89	1,106.21	1,840.00
1-1100-422-10-300-001-0-250	FIRE MARSHAL-UNEMPLOYMENT COMP	1,447.76	55.68	9	501.15	885.53	1,386.68	501.07	886.00
1-1100-423-21-280-002-0-250	JAIL-UNEMPLOYMENT COMP	70,137.46	2,697.59	9	24,278.35	41,655.28	65,933.63	25,183.63	40,750.00
1-1100-429-00-110-075-0-250	EMERGENCY MGMT-UNEMPLOYMENT COMP	913.21	35.12	9	316.11	861.55	1,177.66	0.00	1,178.00
1-1100-432-00-121-001-0-250	PCT1 SANITATION-UNEMPLOYMENT COMP	2,803.02	107.81	9	970.28	1,816.37	2,786.65	1,197.78	1,589.00
1-1100-432-00-123-001-0-250	PCT3 SANITATION-UNEMPLOYMENT COMP	4,440.92	170.80	9	1,537.24	2,463.69	4,000.93	1,986.29	2,015.00
1-1100-432-00-124-001-0-250	PCT4 SANITATION-UNEMPLOYMENT COMP	1,834.00	70.54	9	634.85	1,037.21	1,672.06	637.10	1,035.00
1-1100-441-00-340-001-0-250	HEALTH ADM-UNEMPLOYMENT COMP	6,682.36	257.01	9	2,313.12	3,750.02	6,063.14	2,664.01	3,399.00
1-1100-441-00-340-003-0-250	HEALTH CLINICS-UNEMPLOYMENT COMP	14,834.75	570.57	9	5,135.11	8,386.18	13,521.29	5,794.71	7,727.00
1-1100-444-00-240-001-0-250	HUMAN SERVICES-UNEMPLOYMENT COMP	4,607.00	177.19	9	1,594.73	2,679.03	4,273.76	1,685.04	2,589.00
1-1100-444-00-360-001-0-250	CHILD WELFARE-UNEMPLOYMENT COMP	409.45	15.75	9	141.73	212.68	354.41	162.06	192.00
1-1100-444-00-370-001-0-250	VETERAN'S SRV-UNEMPLOYMENT COMP	895.00	34.42	9	309.81	656.37	966.18	273.74	692.00
1-1100-452-00-121-013-0-250	PCT1 PARKS-UNEMPLOYMENT COMP	2,592.38	99.71	9	897.36	1,456.18	2,353.54	1,054.97	1,299.00
1-1100-452-00-123-008-0-250	PCT3 PARKS-UNEMPLOYMENT COMP	2,145.00	82.50	9	742.50	1,318.81	2,061.31	766.89	1,294.00
1-1100-452-00-124-009-0-250	PCT4 PARKS-UNEMPLOYMENT COMP	1,355.11	52.12	9	469.08	775.85	1,244.93	489.89	755.00
1-1100-461-00-380-001-0-250	TX AGRILIFE EXT-UNEMPLOYMENT COMP	1,499.00	57.65	9	518.88	871.10	1,389.98	574.80	815.00
1-1100-466-00-121-050-0-250	PCT1 CRC-UNEMPLOYMENT COMP	294.69	11.33	9	102.01	218.69	320.70	119.50	201.00
1-1100-466-00-122-018-0-250	PCT2 CRC-UNEMPLOYMENT COMP	594.00	22.85	9	205.62	292.86	498.48	276.97	222.00
1-1100-466-00-122-082-0-250	PCT2 CRC (S.TOWER)-UNEMPLOYMENT COMP	457.00	17.58	9	158.19	219.57	377.76	194.05	184.00
					123,712.03	**211,869.88**	**335,581.91**	**132,118.70**	**203,463.00**
1-1100-415-00-115-002-0-899	CO WIDE ADM - CONTINGENCY								**(203,463.00)**
								TOTAL:	**0.00**

REASON: To fund current and year-end unemployment compensation expenditures for various general fund accounts due to an increase in rate.

AI-28605 **3. I.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Noe Montez Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 C.O. 2010 (1342):
Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Pct 1 Roads from (program 041) to Mile 17N (FM 88-FM 1015)(program 085) in the amount of $25,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-0XX-0-7X1

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

BUDGETARY IMPACT:
Available funds as of 09/15/11.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 02:52 PM
Roland Garcia	Rolando Garcia	09/15/2011 03:05 PM
Budget & Management	Merlen P. Munoz	09/15/2011 02:52 PM
Roland Garcia	Rolando Garcia	09/15/2011 03:05 PM
Auditor's Office		

Form Started By: Olga Garza Started On: 09/15/2011 01:33 PM

DATE: September 20, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Precinct No. 1

ACCOUNT NUMBER: 1-1342-431-00-121-0XX-0-7X1

CONTACT PERSON: Olga Garza **PHONE:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1342-431-00-121-041-0- 731	CO2010A&B-PCT 1 ROADS- ROADS	(25,000.00)
TO		
1-1342-431-00-121-085-0- 711	CO2010A&B-PCT 1 MILE 17 N (FM88-FM1015)-ROW	25,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer in the amount of $25,000.00 to facilitate PO's for appraisals needed on Mile 17N.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-28513 **3. J.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Yoli Cisneros Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct 2 LJ Drain (program 038) into LJ Pond, (program 045) for land in the amount of $6,352.23.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-122-0XX-X-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $230,922.33 as of 9/12/2011
From (pgr 038) 733 -----> (prg 045) 719 in the amount of $6,352.23.

Attachments

Interdepartmental Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2011 02:28 PM
Roland Garcia	Rolando Garcia	09/15/2011 08:39 AM
Auditor's Office	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Yolanda Cisneros Started On: 09/12/2011 02:09 PM

Final Approval Date: 09/15/2011

DATE: September 12, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 SERIES

AI-28513

ACCOUNT NUMBER: 1-1339-431-00-122-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1339-431-00-122-038-0-733	CO2009-PCT2 LJ DRAIN(S OF OWASSA)-DRAINA	($6,352.23)
TO		
1-1339-431-00-122-045-0-719	CO2009-PCT2 LJ POND-LAND	$6,352.23
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from CIP FUNDS SERIES 2009 LJ DRAIN into CIP FUNDS SERIES 2009 LJ POND for materials needed FOR PENDING ATTORNEY FEES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-28596 **3. K.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Yoli Cisneros Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 Rd. Maintenance (1200):
Approval of 2011 interdepartmental transfer within Precinct #2 fund (1200) from Rd Maint. (program 006) to McColl Road Project (program 028) in the amount of $70,000.00 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:

Fund available balance in the amount of $387,563.71 as of 09/14/2011.

Attachments

Interdepartmental Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 08:15 AM
Roland Garcia	Rolando Garcia	09/15/2011 09:28 AM
Auditor's Office	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Yolanda Cisneros Started On: 09/14/2011 05:07 PM

Final Approval Date: 09/15/2011

DATE: September 14, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

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

AI-28596

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	PCT2 RD MAINT-OTHER	(70,000.00)
TO		
1-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	70,000.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer from PCT2 ROAD MAINTENANCE into MCCOLL RD (DICKER RD TO ORANGEWOOD ROAD) to cover invoice payment for R. Gutierrez Engineering on PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-28577 **3. L.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct. #3 BCAP (1312):
Approval of 2011 interdepartmental transfer from BCAP Basham No.14 Subdivision to BCAP La Suena Subdivision in the total amount of $46.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-079-0-731

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

BUDGETARY IMPACT:

Available funds as of 9/15/11 are $3,609.50.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 08:05 AM
Perla Lopez	Perla Lopez	09/15/2011 08:48 AM
Auditor's Office	Arcilia Duran	09/15/2011 09:51 AM

Form Started By: Marcie Jackson Started On: 09/14/2011 03:53 PM

Final Approval Date: 09/15/2011

DATE: September 14, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

DEPARTMENT NAME: Border Colonia Access Program

ACCOUNT NUMBER: 1-1312-431-00-123-079-0-731

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

2011

Interdepartmental Transfer

AI-28577 9/20/11

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:			
1-1312-431-00-123-079-0- 731	BASHAM #14	ROADS	(46.00)
1-1312-334-30-123-079-0- 0	BASHAM #14	REVENUE	(46.00)
TO:			
1-1312-431-00-123-397-0- 733	LA SUENA	DRAINAGE DITCHES	46.00
1-1312-334-30-123-397-0- 000	LA SUENA	REVENUE	46.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-28489 **3. M.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Pct. #3 CO. 2009 (1339):
Approval of 2011 interdepartmental transfer from C.O. 2009 - Pct #3 Drainage Improvement to C.O. 2009 Pct #3 Moorefield La Suena Drain in the amount of $79,735.00.

BACKGROUND

Project Description:
Project is on 4 1/4 mile north Moorefield Road from La Suena Subd. north approximately 3200 feet to the Hidalgo County west main drainage ditch.

Funds Available:
Urban County project - Stimulus project - CDBG-R Drainage Improvement.

Requesting Funds:
To fund complete project and engineering fees.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1339-431-00-123-049-0-890

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

BUDGETARY IMPACT:

Available funds as of 9/14/11 are $167,810.41.

Attachments

Project Location

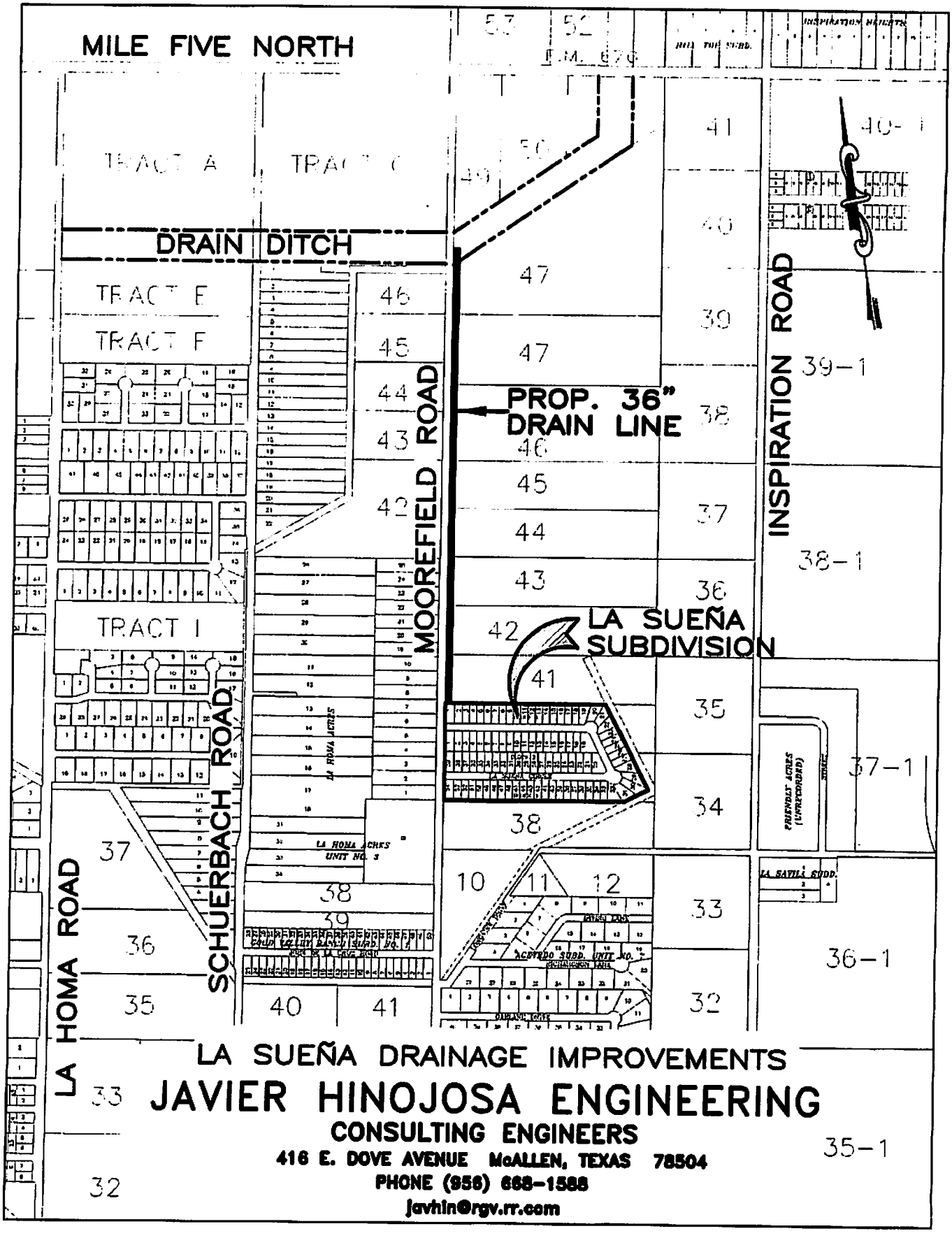
transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/08/2011 03:50 PM
Perla Lopez	Perla Lopez	09/14/2011 01:57 PM
Purchasing Department	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Norma Ceballos Started On: 09/08/2011 03:09 PM

Final Approval Date: 09/15/2011


MILE FIVE NORTH
DRAIN DITCH
TRACT A
TRACT F
TRACT F
TRACT I
MOOREFIELD ROAD
PROP. 36" DRAIN LINE
INSPIRATION ROAD
LA SUEÑA SUBDIVISION
SCHUERBACH ROAD
LA HOMA ROAD
LA HOMA ACRES
LA HOMA ACRES UNIT NO. 3
FRIENDLY ACRES (UNRECORDED)
LA SAVILA SUBD.
ACEVEDO SUBD. UNIT NO.
LA SUEÑA DRAINAGE IMPROVEMENTS
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com

INTER-DEPARTMENTAL TRANSFER

DATE: September 20, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management for Pct. #3 C.O. 2009 (1339)

ACCOUNT NUMBER: 1-1339-431-00-123-0XX-0-XXX

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

AI - 28489

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:		
1-1339-431-00-123-049-0-890	C.O. 2009 - Pct. 3 Drain Improv - Other	(79,735.00)
TO:		
1-1339-431-00-123-097-0-733	CO2009-Pct3 Moorefield-LaSuena Drain-Dra	79,735.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer of funds to cover engineering fees and completion of drainage project located on Moorefield Road.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-28544 **4. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Cert Plat & Utility Status 09-20-11

Water Service Availability 09-20-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 11:09 AM
Olga Garza	Olga Garza	09/14/2011 01:44 PM
Auditor's Office	Arcilia Duran	09/15/2011 08:44 AM

Form Started By: Irma Castillo Started On: 09/14/2011 10:58 AM

Final Approval Date: 09/15/2011

	CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Mateo Vera	1-8303
2.	Ernesto Cerda	1-8302
3.	Beatriz Hernandez/Francisco Alvarado Moreno	1-8304
4.	Jesus E. Leal	4-10087
5.	Kanna Hernandez	4-10958
6.	Maria Gonzalez	4-10967
7.	Alfonso Villarreal	4-10973
8.	Juan A. Cardenas	4-10893
	COMM. COURT: September 20, 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: 1-8303

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:		30317
Date Approved:	/ /	9 18 2011

Name: Mateo Vera & Sylvia Medina

Address: 903 Cactus Edinburg Tx. 78541

Phone: 956 533 1800

Water Supplier: Alamo Water Supply.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Birch 2 Lot 36,

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

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

Yes A plat has been prepared;

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

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

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 JHA);

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 JHA);

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

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: 1-8303

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: Mateo Vera & Sylvia Medina

Address: 903 Cactus Ln
Edinburg Tx. 78541

Phone: 956-533 1800

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

Birch 2 Lot 36

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Mat Ver
Requesting Party (Signature)

9/1/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9/13/11
Date

County Official

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: June 10, 2011

Grantor: OAKTREE INVESTMENTS, LLC

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

Grantee: Mateo Vera

Grantee's Mailing Address (including county):
903 Cactus Lane
Edinburg, Hidalgo County, Texas 78541

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

Property (including any improvements):

Lot 36, Birch Subdivision Phase II, Hidalgo County, Texas, according to map recorded in Volume 55, Page 148-152, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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 warranty 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 the exceptions to conveyance and warranty when the claim is by, through or under Grantor, but not otherwise.

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

OAKTREE INVESTMENTS, LLC

By: Roger A. Bechtel
Roger A. Bechtel, Manager

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 12 day of June 2011 by ROGER A. BECHTEL, Manager of OAKTREE INVESTMENTS, LLC, a Texas Limited Liability Company, on behalf of said company..

GLORIA G PEREZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/10/2012

Notary Public, State of Texas

After Recording Return To:
Mateo Vera
903 Cactus Lane
Edinburg, Hidalgo County, Texas 78541

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8303
Sep. 1, 2011

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

B3062-02-000-0036-00

[1] OWNER: MATEO VERA

903 CACTUS LANE
EDINBURG TX 78541
Telephone No. 784-4961

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,120 Sq. Ft.

[6] USE OF BUILDING: REST. AH-44

[7] LEGAL DESC./NAME OF SUBDIVISION
BIRCH #2 LOT 36

LOCATION: 0 493 & MILE 16 N

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $12,000

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACK FRONT: 75' REAR:275' SIDE:6' SIDE:6'
ELEV. 73.00

Prepared by — Date: 9/1/11

JONATHAN ISIDRO — Approved by — Date: 5/25/11

X _____ — Signature of Owner or Applicant — Date: 9/1/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0350 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: 18302

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:		47061
Date Approved:	/ /	9/12/2011

Name: Ernesto Cerda

Address: 1005 W. 3rd St.
Weslaco, TX.
78596

Phone: (956) 314-2344

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: N/A

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:
Sunset Valley Lot #2,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 9-2-2008);

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);

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 Gilbert Pecina);

_____ _____ _____
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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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: 1-8302

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: Ernesto Cerda

Address: 1005 W. 3rd st.
Weslaco, Tx. 78596

Phone: (956) 314-2344

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

Sunset Valley Lot #2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Ernesto Cerda — Requesting Party (Signature)

9-1-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9/13/11 — **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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: May 3, 2011

Grantor: SANDOVAL DEVELOPMENT, L.P., a Texas Limited Partnership

Grantor's Address: 605 N. Main St., Suite C, Donna, Hidalgo County, TX 78537

Grantee: ERNESTO CERDA, a single man

Grantee's Address: 1005 West 3rd St., Weslaco, Hidalgo County, TX 78596

Consideration: TEN DOLLARS ($10.00) and other good and valuable consideration and the further consideration of a Note of even date herewith which is in the principal amount of TWENTY-SIX THOUSAND NINE HUNDRED DOLLARS ($26,900.00), is executed by Grantee and is payable to the order of Grantor. The Note is secured by a vendor's lien retained in this deed and by a Deed of Trust of even date from Grantee to RICHARD S. TALBERT, Trustee.

Property (including any improvements): All of Lot 2, SUNSET VALLEY SUBDIVISION, an Addition to the City of Donna, Hidalgo County, Texas, according to the map recorded in Volume 55, Pages 180-182, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes; SAVE & EXCEPT, for Grantor and Grantor's successor's and assigns forever, a reservation of all oil, gas and other minerals in, on, under or that may be produced from the property; provided further, if the mineral estate is subject to existing production or existing leases, this reservation includes the production, the leases and all benefits therefrom.

Additional Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive covenants dated December 17, 2010, filed under Document Number 2163616, Official Records and Volume 55, Pages 180-182, Map Records of Hidalgo County, Texas.
2. Statutory easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.
3. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Sunset Valley Subdivision, recorded in Volume 55, Pages 180-182, Map Records of Hidalgo County, Texas.
4. Easements for roads, laterals, canals, etc. as shown by instrument dated March 8, 1909, recorded in Volume 4, Page 542, Deed Records of Hidalgo County, Texas.
5. Blanket easement and agreement in favor of AEP Texas Central Company, a Texas Corporation, dated December 5, 2008, filed December 16, 2008 under Document Number 1954900 in the Official Records, Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map attached thereto.
6. Mineral and/or royalty reservation contained in deed dated January 17, 1973, recorded in Volume 1349, Page 893, Deed Records of Hidalgo County, Texas.
7. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
8. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments that affect the property; rights of adjoining owners in any fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and rights of any water or irrigation district having jurisdiction over the property.
9. Taxes for 2011 and subsequent years, the payment of which Grantee assumes.
10. This conveyance is made subject to and the Grantee herein does not assume payment of the unpaid balance of that certain indebtedness (the Prior Note) described in and secured by a Deed of Trust dated August 23, 2007, executed by SANDOVAL DEVELOPMENT, L.P., a Texas Limited Partnership, to M. V. McCarthy, Trustee, recorded on September 5, 2007, under Clerk's File No. 1802749, Official Records, Hidalgo County, Texas. However, Grantor as well as any other owner and holder of Grantee's Note shall be obligated to pay any and all installments falling due on the Prior Note as and when due, and in the event of default in the payment of any such installment as and when due, then, so long as Grantee is not in default in the payment of Grantee's Note, or in default in the performance of the covenants of the

Deed of Trust securing Grantee's Note, Grantee shall have the right to pay any such delinquent installment or installments on the Prior Note and to receive credit upon Grantee's Note for all sums so paid, and in such manner as Grantee shall direct, as of the date of such payment. Provided further, Grantor shall be entitled to renew, extend or modify the terms of such Prior Note and all instruments securing same without the consent of Grantee. Grantor agrees to obtain a release of all liens securing the Prior Note upon payment in full of the Note hereby secured.

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, by, through or under Grantor but not otherwise, except as to the reservations from and exceptions to warranty.

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

WITH THE EXCEPTION OF THE WARRANTY OF TITLE SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE PROPERTY, THE FITNESS OR CONDITION OF THE PROPERTY FOR ITS INTENDED USE, COMPLIANCE WITH APPLICABLE LAW, RULES, REGULATIONS, ORDERS OR ORDINANCES OF GOVERNMENTAL AUTHORITY OR APPLICABLE INDUSTRY CODES, ACTUAL LOCATION OF IMPROVEMENTS, OR UTILITY EASEMENTS OR UTILITY LINES OR OTHERWISE WITH RESPECT TO THE PROPERTY. THE PROPERTY IS CONVEYED IN AS-IS, WHERE-IS CONDITION.

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

SANDOVAL DEVELOPMENT, L.P., a Texas Limited Partnership

By: SANDOVAL OPERATIONS, LC, General Partner

By: _____
JOSE T. SANDOVAL, Member

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 9 day of May, 2011, by JOSE T. SANDOVAL, Member of SANDOVAL OPERATIONS, LC, General Partner of SANDOVAL DEVELOPMENT, L.P., as the act and deed thereof.

ELIZABETH CADENA
Notary Public, State of Texas
My Commission Expires
March 10, 2015

_____
Notary Public, State of Texas

PREPARED BY:

Law Office of Richard S. Talbert
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File No. 6950

AFTER RECORDING RETURN TO:

Mr. Ernesto Cerda
1005 W. 3rd St.
Weslaco, TX 78596

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8302
Sep. 1, 2011

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

S7658-00-000-0002-00

[1] OWNER: ERNESTO CERDA

1005 W. 3RD ST.
WESLACO TX 78596
Telephone No. 314-2344

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,048 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SUNSET VALLEY LOT 2

LOCATION: 0 MIDWAY & VICTORIA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $70,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:30' SIDE:6' SIDE:6'
MIN. ELEV, ABOVE TOP CENTERLINE OF ST. 18"

Prepared by — Date 9/1/11

AARON HERNANDEZ
Approved by — Date 8/29/11

Signature of Owner or Applicant — Date 9-1-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450C 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: 1-8304

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:		1252
Date Approved:	/ /	9/15/2011

Name: Beatriz Hernandez
Francisco Alvarado Moreno

Address: 1803 Mile 6 West Rd.
Weslaco Tx, 78596

Phone: 328-1858

Water Supplier: N.A.W.S.

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032789421660109

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Paris Ranches lot #10,

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 8-12-2011);

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);

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 JMH);

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 JMH);

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

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: 1-83304

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: Beatriz Hernandez

Address: 18103 Mile 6 West Rd.
Weslaco Tx 78596

Phone: 328-1858

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

Paris Ranches lot #10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

a Francisco A.M. — Requesting Party (Signature)
9-2-11 — 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:

9/13/11
Date

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.

RE: Lot Ten (10), Paris Ranches Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Instrument No. 2231798, Map Records of Hidalgo County, Texas

Special Warranty Deed with Vendor's Lien

1. Date: August 25, 2011

2. Grantor: BIC DEVELOPMENT CORP.

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

4. Grantee: JOSE FRANCISCO ALVARADO-MORENO AND BEATRIZ HERNANDEZ-RODRIGUEZ

5. Grantee's Mailing Address: 404 Rene Street, Alamo, Hidalgo County, Texas 78516

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of NINETEEN THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS ($19,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Ten (10), Paris Ranches Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Instrument No. 2231798, Map Records of Hidalgo County, Texas

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   C. Anything an on-the-ground A-1 survey would reveal.
   D. The taxes for the year 2011 and subsequent years.
   E. **Save and Except** Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
   F. Lien in favor of First National Bank, of record in the Official Records of Hidalgo County, Texas.
   G. No individual lot access will be allowed from Mile 6 Road on to Lots 2 through 9 of Paris Ranches Subdivision. A 24-foot shared driveway entrance shall be constructed between Lots 2-3, 4-5, 6-7 and 8-9 to provide ingress and egress from Mile 6 West Road, and pursuant to the plat of record under Document No. 2231798, Map Records, Hidalgo County, Texas.

RE: Lot Ten (10), Paris Ranches Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Instrument No. 2231798, Map Records of Hidalgo County, Texas

H. **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. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B " hereto attached and made a part hereof for all purposes.

10. 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):

11. 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.

12. 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.

13. 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.**

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

15. Signature:

BIC DEVELOPMENT CORP.

By: _____
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 25th day of Aug, 2011, by Richard A. Garza, President of BIC DEVELOPMENT CORP., A Texas Corporation.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

_____
Notary Public, State of Texas
My Commission Expires: _____

After Recording Return To: BIC Investments, 3910 W. Freddy Gonzalez, Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8304
Aug. 3, 2011

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

P3387-00-000-0010-00

[1] OWNER: JOSE F. ALVARADO-MORENO

404 RENE ST
ALAMO TX 78516
Telephone No. 328-1858

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 304 Sq. Ft.

[6] USE OF BUILDING: MOBILE HOME ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
PARIS RANCHES LOT 10
X-44

LOCATION: 0 MILE 6 W. & 107

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $1,900

[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 17' SIDES 6'
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: NO
Panel No. /Suffix:_____ Pct: 1

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-10087
AH-25

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		reinspected
	Date Approved:	/ /	9/9/11

Name: Jesus E. Leal

Address: 5716 Lakota Dr.
Edinburg TX. 78539

Phone: (956) 961 0515

Water Supplier: N/A W.S.

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

Account/ESI No.: 217707-004

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Seminole Valley NO. 2 Lot #61

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 8-07-01);

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 Alan 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 Richard Leonard 9-9-11);

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

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

Alan J. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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956-318-2840
956-318-2844

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956-973-7850

Precinct No.3 Substation
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: 4-10087
AH 25

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

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

PARTY MAKING REQUEST:

Name: Jesus E. Leal

Address: 5716 Lakota Dr
Edinburg TX 78539

Phone: (956) 961 03 15

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

Seminole Valley Est. 2 Lot #61

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jorge E. Leal / Jesus E. Leal — 9/9/11
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:

9-13-11 — Raul E. Sesin
Date — **County Official**

Charge to:Southern Star Title Co.
GF# 0036489/EDG

1836598

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 IIN 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: December 7, 2007

Grantor: JOVITA MENDOZA aka JOVITA ELIZONDO joined pro forma by my husband PLACIDO ELIZONDO and ISRAEL MENDOZA aka ISRAEL AGUILAR joined pro forma by my wife, ELVA MARTINEZ

Grantor's Mailing Address (including county):

2024 Figueroa Street
Donna, Texas 78537
Hidalgo County, Texas

Grantee: JORGE E. LEAL and wife, MARCELINA SAUCEDO LEAL

Grantee's Mailing Address (including county):

5713 Apache Drive
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: **Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Ten Thousand and 00/100 Dollars ($10,000.00), 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 IELEANE PUENTE, Trustee.**

Property (including any improvements):

All of Lot 61, SEMINOLE VALLEY NO.2, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 33, Page 115-116, Map Records in the Office 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:

JOVITA MENDOZA aka JOVITA ELIZONDO

ISRAEL MENDOZA aka ISRAEL AGUILAR

PLACIDO ELIZONDO

ELVA MARTINEZ

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 7th day of December, 2007, by JOVITA MENDOZA aka JOVITA ELIZONDO.

ARMANDO PUENTE
My Commission Expires
February 1, 2009

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 7th day of December, 2007, by ISRAEL MENDOZA aka ISRAEL AGUILAR.

ARMANDO PUENTE
My Commission Expires
February 1, 2009

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 9th day of December, 2007, by PLACIDO ELIZONDO.

ALICIA F. LAYTON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
05-08-2010

Notary Public, State of Texas

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10087
Nov. 4, 2010

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

S2440-02-000-0061-00

[1] OWNER: LEAL, JORGE E. & MARCELINA
SAUCEDO LEAL
5713 APACHE DR.
EDINBURG, TX. 78539
Telephone No. 702-2887

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 650 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINOLE VALLEY #2 LOT 61

LOCATION: 0 R. LONGORIA & OWASSA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $16,000

[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 30' REAR 38'
S.SIDE 15' SIDE 7' . ELEVATION AS PER FEMA

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: 4-10958

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: Kanna Hernandez

Address: 8309 Humphrey Edinburg tx.

Phone: 956 905 6298

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: San Carlos Garden #2 Lot 152 Mobile home.

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 3-13-08);

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

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 Richard Lerma 9-12-11);

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 Richard Lerma 9-12-11);

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

Flor U. 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: 11-10458

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: Karina Hernandez

Address: 8309 Humphreys St.
Edinburg Texas.

Phone: 956 905 6298

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

San Carlos Garden #2 lote 152

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

KARINA HERNANDEZ — Requesting Party (Signature)

9-12-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- / Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- / Affidavit
- / Other (describe) A.F.V. 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:

9-15-11 — **Date**

Alan Castillo — **County Official**

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: July 11, 2011

Grantor: Benchmark Farms & Ranches, Inc. & Gibraltor National, LLC.
Grantor's Mailing Address (including county):
P.O. Box 720821
McAllen TX 78504 (Hidalgo County)

Grantee: Karina Hernandez
Grantee's Mailing Address (including county):

8309 Humphrey
Edinburg, TX 78541
Hidalgo County
(956) 905-6298

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of **$29,000.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):
LOT # 152 , SAN CARLOS GARDENS NO.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR SUBDIVISION PLAT THEREOF RECORDED IN VOLUME 55 PAGES 1 THROUGH 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations From and Exceptions to Conveyance and Warranty:
SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

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

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

This conveyance is made subject to the restrictions, reservations and covenants for San Carlos Gardens No. 2 recorded as Document #1868727 in the Official Records of Hidalgo County, Texas.

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

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

Paul Daniec, President
BENCHMARK FARMS & RANCHES, INC.

Richard Schumack, President
GIBRALTOR NATIONAL, LLC.

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on July 11, 2011 by Paul Daniec, President of Benchmark Farms & Ranches, Inc. and Richard Schumack, President of Gibraltor National, LLC.

NOELIA R. CASTILLO
Notary Public, State of Texas
My Commission Expires
February 15, 2012

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Benchmark Farms & Ranches, Inc.
PO Box 720821
McAllen TX 78504

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10958
Sep. 6, 2011

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

S0530-02-000-0152-00

[1] OWNER: HERNANDEZ, KARINA

8309 HUMPHREY
EDINBURG, TX. 78541
Telephone No. 905-6298

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 0 Sq. Ft.

[6] USE OF BUILDING: M-H-:RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN CARLOS GARDENS NO.2 LOT
LOT#152

LOCATION: 0 VALVERDE & 107

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $0

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY, STATE, CITY & FEMA REGULATIONS

Luma Celia Castillo — Prepared by — 9-6-11 — Date

Rudy Rios — Approved by — 8-31-11 — Date

KARINA HDZ — Signature of Owner or Applicant — 9-6-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: LO
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: 4-1096 AH-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:		Existing System
	Date Approved:	/ /	09 / 13 / 11

Name: Maria Gonzalez

Address: 2412 N 27th ST. McAllen TX. 78501

Falcon 655-59 05

Phone: 956 500 81 31

Water Supplier: North Alamo Water S.

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

Account/ESI No.: 25 78 78 - 001

[/] Temporary Pole [ ] Permanent Service

regarding the land described as:
SEMINOLE VALLEY Lot#37 ,

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 9-10-98);

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 Alon Castillo Alon 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 _____);

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 Alon Castillo);

Alon U. 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: 11-10909
AH-244

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 Gonzalez

Address: 2412 N 27th St.
McAllen TX. 78501

Phone: 956 500 81 31

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

SEMINOLE VALLEY Lot#37

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: 9-13-11

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:

9/13/11
Date

Gloria Castillo
County Official

2153484

General Warranty Deed

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

Date: 8-17-10

Grantor: Alejandro Alvarado & Nilda Alvarado

Grantor's Mailing Address:

Grantor Alejandro Alvarado's Mailing Address 7207 Bullcreek DR
San Antonio Tx 78244

Grantor Nilda Alvarado's Mailing Address 7207 Bullcreek DR.
San Antonio Tx 78244

Grantee: Maria E. Gonzalez-Muñoz, a married woman, as her sole and separate property

Grantee's Mailing Address: 2412 North 27th Street, McAllen, Hidalgo County, Texas, 78501

Consideration:

Ten and No/100's Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lots(s) 37, Seminole Valley, Hidalgo County, Teaxas, according to the map recorded in Volume 31, Page 99, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, locally known as 5521 Comanche Drive, Edinburg, Texas, 78542.

Reservations from Conveyance:

None.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on August 17, 2010

by Alejandro Alvarado.

ARTURO CRUZ, JR.
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
9-26-2012

Title of officer: NP

My commission expires: 9/26/12

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on August 17, 2010

by Nilda Alvarado.

MARTIN BELARDO, III
Notary Public, State of Texas
My Commission Expires
March 31, 2014

Title of officer: Notary Public

My commission expires: 3-31-14

After Recording, Return To:

Maria E. Gonzalez-Muñoz
2412 North 27th Street
McAllen, Texas 78501
Hidalgo County

Exceptions to Conveyance and Warranty:

None.

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.

Alejandro Alvarado
Grantor Alejandro Alvarado

Nilda Alvarado
Grantor Nilda Alvarado

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10967
Sep. 12, 2011

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

S2440-00-000-0037-00

[1] OWNER: MUNOZ-GONZALEZ E. MARIA

2412 N 27TH ST
MCALLEN TX 78501
Telephone No. 655-5905

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINOLE VALLEY LOT 37

LOCATION: 5521 R.LONGORIA & OWASSA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 30' SIDE'S 7' REAR 37'

Prepared by — Date: 8-12-11

Approved by — Date: 8-31-11

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: 0150 C 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: 4-10973
09-13-11

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: ALFONSO VILLAREAL

Address: 511 EMERALD DR.
PHARR TX 78577

Phone: 956-458-7797

	Temporary Service	Final Service
Approved by Environmental Health:	Chandra Rao	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	Light	
Date Approved:	9/13/11	/ /

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:
LOT #3 EVERGREEN DEVELOPMENT COMPANY SUBDIVISION

on SEPTEMBER 17, 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 03-11-96);

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

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 Chandra Rao);

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 Chandra Rao);

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

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: 4-10973

09-13-2011

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: ALFONSO VILLARREAL

Address: 511 EMERALD DR.
PHARR TX 78577

Phone: 956-458-7797

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

LOT #3 EVERGREEN DEVELOPMENT COMPANY 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

Alfonso Villarreal — Requesting Party (Signature)

9-13-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
___/___ Other (describe) PMT 4-10973

This part to be filled out by receiving county official:

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

09/13/2011 — **Date**

County Official

CHARGE TO: VLTC
GF#124337

XO/ct
11-102

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: April 8, 2011

Grantor: MARIA M. CAMPA, now known as MARIA C. AGUILAR, and husband, LUIS AGUILAR

Grantor's Mailing Address: 8615 East Monte Cristo Road
Edinburg, Texas 78541
Hidalgo County

Grantees: ALFONSO VILLARREAL and wife, HILDA RIVERA

Grantees' Mailing Address: 511 Emerald Drive
Pharr, Texas 78577
Hidalgo County

Consideration: Ten Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements):

All of Lot 3, EVERGREEN DEVELOPMENT COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 31, Page 9, 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 and Exceptions to Conveyance and Warranty:

a. Statutory easements, rules, regulations and rights in favor of Delta Lake Irrigation District.
b. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Evergreen Development Company Subdivision, recorded in Volume 31, Page 9, Map Records of Hidalgo County, Texas.
c. Right of way easement in favor of Central Power and Light Company, as shown by instrument dated December 14, 1948, recorded in Volume 652, Page 534, Deed Records of Hidalgo County, Texas.
d. Right of way easement in favor of Hidalgo County as shown by instrument dated February 16, 1955, recorded in Volume 820, Page 289, Deed Records of Hidalgo County, Texas.
e. Right of way easement in favor of North Alamo Water Supply Corporation as shown by instrument dated December --, 1994, filed December 12, 1994 under document Number 424662, Official, Records of Hidalgo County, Texas.
f. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Rio Farms, Inc. to McCollum Exploration Company, dated March 9, 1943, recorded in Volume 48, Page 466, Oil and Gas Records of Hidalgo County, Texas.
g. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Margaret E. Ufford and others to Pantano Petroleum Company, dated January 10, 1939, recorded in Volume 33, Page 570, Oil and Gas Records of Hidalgo County, Texas.
h. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Sara K. Gill and husband S.L. Gill to La Gloria Corporation, dated September 19, 1945, recorded in Volume 63, Page 229, Oil and Gas Records of Hidalgo County, Texas.
i. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Rio Grande Properties Company to McCollum Exploration Company, dated August 27, 1934, recorded in Volume 8, Page 532, Oil and Gas Records of Hidalgo County, Texas.
j. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated May 1, 1956, recorded in Volume 189, Page 512 and dated May 27, 1959, recorded in Volume 230, Page 254, Oil and Gas Records of Hidalgo County, Texas.
k. Mineral and/or royalty reservation contained in deed dated September 1, 1994, filed September 13, 1994 under Document Number 408776, Official Records of Hidalgo County, Texas.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and 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 exceptions to conveyance and warranty.

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

MARIA M. CAMPA, now known as MARIA C. AGUILAR

LUIS AGUILAR

{Certificate of Acknowledgment}

THE STATE OF TEXAS *

COUNTY OF HIDALGO *

Before me, a notary public in and for the state of Texas, on this day personally appeared MARIA M. CAMPA, now known as MARIA C. AGUILAR, and husband, LUIS AGUILAR, who proved to me through Texas driver's licenses to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of April, 2011.

CARMEN TORRES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-16-2013

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
PRESTIA & ORNELAS
P. O. Box 876
Edinburg, Texas 78540-0876
(956) 383-6251

AFTER RECORDING RETURN TO:
ALFONSO VILLARREAL
511 Emerald Drive
Pharr, Texas 78577

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10973
Sep. 13, 2011

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

E8103-00-000-0003-00

[1] OWNER: VILLARREAL, ALFONSO
RIVERA, HILDA
551 EMRALD DRIVE
PHARR TX 78577
Telephone No. 578-7065

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 5,350 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN DEVELOPMENT CO LOT 3

LOCATION: 0 E. MONTE CRISTO & VALVERD

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $250,000

[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 30' SIDE 7' REAR
120' / ELEVATION 73.00

Mani Ochoa — Prepared by — 09/13/11 Date

Aaron Villarreal — Approved by — 09/12/11 Date

Signature of Owner or Applicant — 9-13-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: MI
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: 4-10893

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
			Charles Ram
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		SOWOV
	Date Approved:	/ /	9/14/11

Name: Juan A Cardenas

Address: 6018 Cossion Edinburg TX 78541 Paloma del Valle III

Phone: 956 432 3239

Water Supplier: N/A

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 100327 894000 130026

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: PALOMA DEL VALLE #3 LOT-189,

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

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

yes A plat has been prepared;

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

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

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 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 Charles Ram);

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

Rodolfo Rios
RODOLFO RIOS

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: 4-10893

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 N Cardenas

Address: 6018 Corrion
Edinburg Tx 78541
Paloma del Valle

Phone: 956 432 3239

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

PALOMA DEL VALLE #3 LOT-189

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Juan N Card
Requesting Party (Signature)

2/14/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9-14-11
Date

Eduardo Rios
County Official

WARRANTY DEED WITH VENDOR'S LIEN

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

Date: July 8, 2011

Grantor: Paloma Del Valle II, Ltd.

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

Grantee: Juan Andres Cardenas

Grantee's Mailing Address including County: 2605 Buena Fe St.
Mission, TX 78574
Hidalgo

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 NINETEEN THOUSAND SEVEN HUNDRED EIGHTY-THREE AND 67/100 DOLLARS ($19,783.67) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

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

Property (including any improvements): Lot 189 of Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

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

1. Restrictive Covenants Recorded as Document 1784511 in the Official Records of Hidalgo County, Texas.
2. Taxes for the year 2011 and all subsequent years.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District in which the property is located.
4. Subject to any and all valid and existing restrictions, easements, rights-of-way, reservations,

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

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

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

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

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

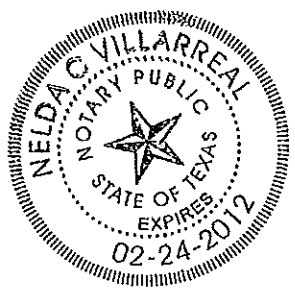
Paloma Del Valle II, Ltd.
By: Jane Cross Enterprises, Inc.
General Partner

BY:_____
Jane Cross, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on July 8, 2011, by Jane Cross , President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.



_____
Notary Public, State of Texas

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

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10893
Aug. 12, 2011

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

P3112-03-000-0189-00

[1] OWNER: CARDENAS ANDRES JUAN

6018 CORRION DRIVE
EDINBURG TX 78541
Telephone No. 342-3239

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 864 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-05

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE 3 LOT#189

LOCATION: 0 MONTE CRISTO & SEMINARY

[8] SEWAGE: PUBLI

[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 CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:10' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date: 8/12/11

AARIN HERNANDEZ — Approved by — Date: 8/11/11

X Rocio Cardenas — Signature of Owner or Applicant — Date: 8-12-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ____YES ✓ NO ____BFE

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

[NOTICE]

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

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

	WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Reynaldo Morin C/O Arnold Luna	4-10933
	COMM. COURT: September 20, 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: 4-10933

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		EXISTING
Date Approved:	/ /	9/13/11

Upon the application of:
c/o Arnoldo Luna
Name: MORIN REYNOLDS

Address: 512 S. 26TH ST.
EDINBURG, TX
78542

Phone: 956 259-11-12

Water Supplier: N.A.W.

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

Account/ESI No.: 11961-002

[ ] Temporary Pole [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

TEX-MEX SURVEY W82.5'-S1243.92 TR 1 Lot#16 SEC 254
2.35AC GR 2.8AC NET

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

~~The land was not subdivided after September 1, 1995,~~ and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a ~~final determination by the~~ water service provider.

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: 4-10933

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

c/o ARNOLDO CUNA Reynaldo Morin ,

Known to me [*or* proved to me in the oath of _____ *or* through TxDL 21009906 (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

TEX-MEX SURVEY W82.5'-S124393 TR 1 LOT 16 SEC 254 2.35AC ." GR 2.8AC NET.

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Arnoldo Cuna (Signature)

SUBSCRIBED AND SWORN TO before me on September 13, 2011, to certify which, witnesses my hand and seal of office.

RAQUEL C. VILLARREAL
Notary Public, State of Texas
My Commission Expires 04-28-2012

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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.

CHAPTER 11 SEC. 11.008 TEXAS PROPERTY CODE

WARRANTY DEED WITH VENDOR'S LIEN

2227355

Date: **JULY 6, 2011**

Grantors: **JOSE GUADALUPE SAENZ, JR. and wife MINERVA SAENZ**

Grantor's Mailing Address: 8306 E. Mile 17 Rd. Edinburg, Hidalgo County, Texas 78541

Grantees: **REYNALDO MORIN**

Grantee's Mailing Address: 512 S. 26th Edinburg, Hidalgo County, Texas 78542

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

TRACT NO. I: a 2.47 acre tract of land being the west 82.50 feet of Lot 16, section 254, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION as recorded in Volume 1, Page 21, Map Records, Hidalgo County, Texas and being more fully described by metes and bounds as follows: BEGINNING at a point on the North Right-of-Way Line of a 60.00 foot Hidalgo County Drainage No. 1 Right-of-way being the Northwest corner of said Lot 16, Section 254, for the Northwest corner of herein described tract. THENCE, S. 08 degrees, 55 minutes, 00 seconds, E., 82.50 feet along the North Line of said Lot 16, Section 254, also being said North Right-of-Way Line of a 60.00 foot Hidalgo County Drainage District No. 1 Right –of-Way to a point for the Northeast corner of herein described tract. THENCE, S. 09 degrees, 05 minutes, 00seconds, W. Parallel to the West Line of said Lot 16, Section 254, Pass at 60.00 feet a set one-half inch iron rod being the South Right-of-Way Line of said 60.00 foot Hidalgo County Drainage District No. 1 Right –of-Way, pass at 1,261.28 feet a set on-half inch iron rod being the North Right-of-Way Line of State Highway 107, and continuing for a total distance of 1,303.87 feet to a point on the South Line of said Lot 16, Section 254, for the Southeast corner of herein described tract. THENCE, N. 80 degrees, 57 minutes, 24 seconds, W., 82.50 feet along said South Line of Lot 16,Section 254, to a point being the Southwest corner of said Lot 16, Section 254, for the Southwest corner of herein described tract. THENCE, N. 09 degrees, 05 minutes, 00 seconds, E., along the West Line of said Lot 16, Section 254, pass at 42.75 Feet a set one-half inch iron rod being the North Right-of-Way Line of said State Highway 107 Pass at 1,243.92 feet a set one-half inch iron rod being the South Right-of-Way Line of said 60.00 Foot hidalgo County Drainage District No. 1 Right-of-Way, and continuing for a total distance of 1,303.93 feet to the point of beginning and containing 2.47 acres of land, more or less.

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, grants 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, administrator,

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.

This document was prepared from information supplied to preparer by one or both parties to the document and no title examination was requested in connection with the preparation of this document, nor was any made. The preparer expresses no opinion on title to this property
When the context requires, singular nouns and pronouns include plural.

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 plural.

GRANTORS

JOSE GUADALUPE SAENZ, JR.

MINERVA SAENZ

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.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 29th day of July, 2011 by

JOSE GUADALUPE SAENZ, JR. and wife MINERVA SAENZ

VERONICA MARTINEZ
My Commission Expires
July 10, 2013

Veronica Martinez
NOTARY PUBLIC
FOR THE STATE OF TEXAS

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Jul 29,2011 at 11:07A

As a Recordins

Document Number: 2227355
Total Fees : 24.00

Receipt Number - 1213447
By,
Carolyn martinez, Deputy

151 - WARRANTY DEED (WITH VENDOR'S LIEN)

TEXAS STANDARD FORM

The State of Texas,

County of Hidalgo } Know All Men by These Presents:

That

I, FRANCISCO SOSA SR.

of the County of Hidalgo State of Texas for and in consideration

of the sum of 485976

TEN AND NO/100ths----------($10.00)---------- DOLLARS

to me paid, and secured to be paid, by GUADALUPE A. SAENZ and wife MARIA M. SAENZ

as follows:

As per Vendor's lien note dated November 03, 1993

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

GUADALUPE A. SAENZ and wife MARIA M. SAENZ

whose mailing address is RR 1 Box 196-K Edinburg, Texas

of the County of Hidalgo State of Texas all that certain

Plat showing partition of the West 10.0 acres (9.58 acres calculated), of lot 16, Section 254, of the Texas-Mexican Railway Company's Survey of lands in Hidalgo County, Texas according to map records in Volume 1, Page 21, Map Records of Hidalgo Cunty, Texas. TRACT 1 - 2.39 ACRES

Taxes for 1994 shall be paid by buyer.

If seller should decease, ARMANDINA RIOS shall receive all monies and have POWER OF ATTORNEY to sign warranty deed when balance is paid in full.

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

GUADALUPE A. SAENZ and wife MARIA M. SAENZ

heirs and assigns forever and they do hereby bind their heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

GUADALUPE A. SAENZ and wife MARIA M. SAENZ

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to face and tenor, effect and reading, when this deed shall become absolute.

WITNESS his hand at Edinburg, Hidalgo County, Texas

this 3rd day of November 19 93

Witness at request of Grantor:

.....

.....

Francisco Sosa Sr.

FRANCISCO SOSA SR.

.....

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF Hidalgo }

This instrument was acknowledged before me on the 3rd day of November , 19 93 ,

by FRANCISCO SOSA SR.

My commission expires:

April 18, 1996

Yolanda R Reyes

Notary Public, State of Texas

Notary's printed name Yolanda R Reyes

140—Vendor's Lien Note (Installment Payments) Rev. 12/79

Texas Standard Form

$ 17,000.00 Edinburg, Texas, November 03 A. D. 19 93

For Value Received, I, we, or either of us, the undersigned, promise to pay to

Francisco Sosa Sr.

the sum of Seventeen Thousand minus One Thousand down payment=Sixteen Thousand or order, DOLLARS with interest from date at the rate of Eight (8%) per cent per annum, both principal and interest payable at

The principal of this note is payable in 289 monthly installments of $ 125.00 each month, payment #290 shall be 26.90

the first installment being due and payable on or before the 5th day of January 19 94 and one installment to become due and payable on or before the 5th day of each succeeding month thereafter until the whole principal sum is paid.

The interest on this note is payable at Eight per cent (8%)

Buyer has option to pay lum sum payment if not less then Two Thousand ($2,000.00) on remaining balance on principal with no interest charged.

and all part due principal and interest due under the terms of this note shall bear interest from maturity at the rate of zero per cent (0 %) per annum.

This note is given in part payment for a certain lot or parcel of land situated in

Plat showing partition of the West 10.0 acres (9.58 acres calculated), of lot 16, Section 254, of the Texas-Mexican Railway Company's Survey of Lands in Hidalgo County, Texas according to map records in Volume 1, Page 21, Map Records of Hidalgo County, Texas. TRACT 1 - 2.39 ACRES.

Taxes for 1994 and on shall be paid by buyer.

If buyer should default payment he shall have a 45 day grace period for eviction.

this day conveyed to the undersigned, by

and to secure the payment of same, according to the tenor hereof, a Vendor's Lien is retained in said conveyance, and is hereby acknowledged, and as further security for the payment hereof, a Deed of Trust is this day given to

Trustee, for the benefit of the holder hereof.

This note is this day given by the undersigned as part of the purchase price for said above mentioned property, and it is understood and agreed that failure to pay this note, or any installment as above promised or any interest hereon, when due, shall, at the election of the holder of said note, mature said note, and it shall at once become due and payable, and the Vendor's Lien or the Deed of Trust Lien herein mentioned, either or both, shall become subject to foreclosure proceedings, as the holder may elect.

And it is hereby specially agreed that if this note is placed in an attorney's hands for collection, or collected by suit or through a bankruptcy, or probate, or any other court, either before or after maturity, then in any of said events, a reasonable amount shall be added and collected as attorney and collection fees, which upon accrual shall bear the same rate of interest as the principal of this Note.

It is further expressly agreed that interest on this note will not be charged in excess of the highest legal rate specified by the Laws of the State of Texas and that future adjustments will be made to avoid the payment of interest in excess of such limits.

Notary Public
Yolanda R Reyes

my commission expires: 04-18-96

GUADALUPE A. SAENZ

MARIA M. SAENZ

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Nov 13,1995 at 04:47P

As a
Recording

Document Number: 485976
Total Fees : 11.00

Receipt Number - 7670
By,
Mary Lou Cantu

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10933
Aug. 26, 2011

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

T2100-00-254-0016-08

[1] OWNER: MORIN, REYNALDO

512 S. 26TH ST.
EDINBURG, TX. 78542
Telephone No. 239-1112

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TEX-MEX SURVEY W82.5'-S1243.92
TR I LOT 16 SEC 254 2.35AC GR
28AC NET

LOCATION: 0 107 & SHARP

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,500

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.

Prepared by — Date 8-26-11

Approved by — Date 8-26-11

Signature of Owner or Applicant — Date 8/26/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0375 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.

AI-28503 **5. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Norma Martinez, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk
Approval of August 2011 Monthly Fee Report.

BACKGROUND

Fee Report for the Month of August 2011 $401,110.39

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

District Clerk August 2011

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/09/2011 02:44 PM
Sylvia Solis	Sylvia Solis	09/13/2011 02:35 PM
Auditor's Office	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Norma Martinez Started On: 09/09/2011 02:04 PM

Final Approval Date: 09/15/2011

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF AUGUST 2011

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))								
DIVORCE & FAMILY LAW CASES	$ 12,040.00		# OF CASES					
LESS: PARTIAL PAYMENT	$ 160.00	$ 11,880.00	# 264	X $45.00	=	$ 11,880.00	1100-207-20-000-051-0-000	$ 11,880.00
OTHER THAN DIVORCE/FAMILY	$ 21,930.00							
LESS: PARTIAL PAYMENT	$ 80.00	$ 21,850.00	# 437	X $50.00	=	$ 21,850.00	1100-207-20-000-052-0-000	$ 21,850.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))								
DIVORCE & FAMILY LAW CASES	$ 390.00							
LESS: PARTIAL PAYMENT	$ -	$ 390.00	# 78	FAMILY X $5.00	=	$ 390.00		
OTHER THAN DIVORCE/FAMILY	$ 1,550.00							
LESS: PARTIAL PAYMENT	$ -	$ 1,550.00	# 155	CIVIL X $10.00	=	$ 1,550.00	1100-207-20-000-050-0-000	$ 1,940.00
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05			# 21	CASES	=	$ 777.00		
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08			# 668	CASES	=	$ 28,056.00	1100-207-20-000-055-0-000	$ 28,833.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00							1100-341-10-090-011-0-000	$ 3,135.00
CLERK COST (GC 51.317(b)(1)&(b-1))	$ 35,375.62	$80<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000						
OTHER CLERK COST (GC51.317-319)	$ 28,604.66					$ 63,980.28		
TIME PAYMENT (LGC 133.103) @$10.00						$ 1,639.28		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))						$ 8,525.00		
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)						$ 861.01		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)						$ 1,983.62		
NSF CHECK FEE (LGC 118.141)						$ 60.00		
STOP PAYMENT CHARGE (LGC 118.141(b)(1)-(2))						$ -		
						TOTAL CLERK'S FEES	1100-341-10-090-001-0-000	$ 77,049.19
INTEREST EARNED FOR THE MONTH OF AUGUST 2011							1100-361-11-000-005-0-000	$ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)							1100-341-10-090-007-0-000	$ 368.37
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)							1100-341-10-090-008-0-000	$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00							1100-341-10-000-003-0-000	$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50							1100-341-10-090-002-0-000	$ 409.82
TIME PAYMENT (LGC 133.103) @ $12.50							1100-207-20-000-005-0-000	$ 2,049.11
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00							1100-341-10-090-003-0-000	$ 2,646.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00							1100-207-20-000-001-0-000	$ 2,683.67
MASTER COURT FEES (14.82gFC) @$7.00							1100-341-10-090-004-0-000	$ -
JURY FEES (CCP 102.004) @$30.00							1100-341-10-090-006-0-000	$ 5,973.02
PASSPORT EXECUTION FEE @$25.00							1100-341-10-090-013-0-000	$ 800.00
PASSPORT PHOTO FEE @$15.00							1100-341-10-090-014-0-000	$ 200.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00							1100-341-10-090-015-0-000	$ 3,669.00
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)							1100-341-10-090-016-0-000	$ 3,715.98
SHERIFF FEES (CCP 102.011)	$ 30,399.20							
SHERIFF FEES (HCSO)	$ 4,631.85						1100-342-10-090-001-0-000	$ 35,031.05
CONSTABLE FEES(CCP 102.011) PCT. 1							1100-342-10-291-000-0-000	$ -
PCT. 2							1100-342-10-292-000-0-000	$ -
PCT. 3							1100-342-10-293-000-0-000	$ -
PCT. 4							1100-342-10-294-000-0-000	$ -
PCT. 5							1100-342-10-295-000-0-000	$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)							1100-351-20-090-001-0-000	$ 17,402.02
FINES (LGC 113.004)							1200-351-10-090-000-0-000	$ 94,583.72
BOND FORFEITURES (CCP 22.16)							1200-352-10-090-001-0-000	$ -
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)							1241-341-10-090-001-0-000	$ 3,876.86
# _____ CIVIL FILINGS X $5.00 =	$ 3,103.67							
# _____ FELON. CONV.X $5.00 =	$ 773.19							
# _____ MISD.CONV. X $3.00 =	$ -							
COUNTY RECORDS PRESERVATION (GC 51.708)							1238-341-10-090-001-0-000	$ 6,387.32
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)							1238-341-20-090-001-0-000	$ 7,143.67
# _____ CIVIL FILINGS X $5.00 =	$ 3,518.64							
# _____ CRIM CONV. X $22.50 =	$ 3,625.03							
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))							1235-341-10-090-000-0-000	$ 3,885.55
# _____ CIVIL FILINGS X $5.00 =	$ 3,493.67							
# - CRIM FILINGS X $2.50 =	$ 391.88							
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00							1239-341-10-090-001-0-000	$ 8,580.63
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00							1240-341-10-090-001-0-000	$ -
LAW LIBRARY FEES (LGC 323.023) @$30.00							1247-341-10-090-001-0-000	$ 16,701.96
OTHER COURT FEES: CRIMINAL CLERK FEE (CCP ART. 102.005)						$ 6,481.42		
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)						$ 428.00		
CRIME STOPPERS - ADULT PROBATION DEPT.						$ 50.00		
MOTHERS AGAINST DRUNK DRIVING						$ 45.00		
WOMEN TOGETHER EMERGENCY SHELTER						$ -		
ESTRELLA'S HOUSE						$ -		
ATTORNEY AD-LITEM						$ -		
SUBTOTAL						$ 7,004.42		
LESS: LAW ENFORCEMENT LAB COSTS						$ (428.00)		
LESS: CRIME STOPPERS						$ (50.00)		
LESS: MOTHERS AGAINST DRUNK DRIVING						$ (45.00)		
LESS: WOMEN TOGETHER EMERGENCY SHELTER						$ -		
LESS: ESTRELLA'S HOUSE						$ -		
LESS: ATTORNEY AD-LITEM						$ -		
TOTAL OTHER COURT FEES							1100-341-10-090-005-0-000	$ 6,481.42

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF AUGUST 2011

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 20,736.85
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 24.27
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ 33.18
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 13.40
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ 3.86
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 2.22
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 1.31
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 18.93
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 210.64
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 7.44
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 0.95
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 719.74
TABC: @ $35.00		1100-207-20-000-020-0-000	$ 3.12
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 730.64
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 625.35
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 830.54
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 93.20
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 700.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 4,650.70
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 2,243.43
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 289.37
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 971.42
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 490.09
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 333.38
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 401,110.39

TOTAL CASH RECEIVED			$ 411,013.04
LESS:	AMOUNT PAID TO COUNTY TREASURER	$ 401,110.39	
	AMOUNT DUE TO COUNTY TREASURER	$ -	
	AMOUNT OVERPAID TO COUNTY TREASURER	$ -	
	OTHER DISBURSEMENTS	$ 7,046.00	
	TOTAL DISBURSEMENTS		$ 408,156.39
	NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT		$ 2,856.65

PROOF:

AMOUNT RECEIVED:		$ 6,458.65
AMOUNT LIQ.:		$ (4,365.00)
PARTIAL PAYMENT:	DISTRICT & FAMILY LAW CASES	$ 160.00
PARTIAL PAYMENT:	OTHER THAN DIVORCE/FAMILY LAW CASES	$ 80.00
PARTIAL PAYMENT:	INDIGENT LEGAL SERVICE FEE	$ -
CRIME STOPPERS (ADULT PROBATION):		$ 50.00
LAW ENFORCEMENT LAB COSTS (DPS):		$ 428.00
MOTHERS AGAINST DRUNK DRIVING		$ 45.00
WOMEN TOGETHER EMERGENCY SHELTER		$ -
ESTRELLA'S HOUSE		$ -
ATTORNEY AD-LITEM		$ -
ADULT PROBATION:		$ -
SHORTAGE/OVERAGE		$ -
NET AMOUNT		$ 2,856.65

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF AUGUST 2011

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	08/15/11	38927	$ 48,431.80	148983
CIVIL2)	08/23/11	38934	$ 58,529.10	149177
CIVIL3)	08/30/11	38959	$ 34,985.23	149365
CIVIL4)	09/01/11	38966	$ 46,216.56	149465
CIVIL5)	09/06/11	38969	$ 47,761.32	149498
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	08/09/11	38895	$ 23,389.50	148924
CRM2)	08/15/11	38925	$ 22,885.75	148984
CRM3)	08/15/11	38926	$ 26,681.13	148986
CRM4)	08/23/11	38935	$ 8,126.75	149174
CRM5)	08/30/11	38961	$ 23,515.00	149361
CRM6)	08/30/11	38960	$ 14,517.50	149363
CRM7)	08/30/11	38962	$ 22,118.00	149364
CRM8)	09/01/11	38965	$ 8,330.00	149466
CRM9)	09/06/11	38970	$ 15,622.75	149497
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			**$ 401,110.39**	

PREPARED BY: V. Dominguez 9/6/11
BOOKKEEPER DATE

REVIEWED BY: Norma D. Hinojosa 9/6/11
ACCOUNTANT DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

9/8/11
INTERNAL AUDIT

Hilda Ventura 9/9/11
DISTRICT CLERK SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM ARS-DC-014, 01/2006

REVISED 5/23/2011

AI-28505 **6. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

1. North Alamo Water Supply Corporation:
a. PVTRD NS/S 15N (E 6W/S 15N/W Garza St)- Bore- Manuel Villalpando- 3/4" service connection
b. Dos Reinas L10 (SWC E83/1.5E)- Bore- Mateo Diaz IV- 3/4" service connection
c. Approximately 1550' going west from the C/L of Old La Blanca Rd and mile 11.5N on the south side- Bore- Mira Flores Sub- 8" waterline w/ 16" PVC casing
d. Approximately 1/4 mile east of Cesar Chavez on Owassa NS- Bore- Isaias R. Martinez

BACKGROUND

Attachments

NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 01:50 PM
Olga Garza	Olga Garza	09/14/2011 02:01 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:10 AM
Purchasing Department	Marty Salazar	09/15/2011 09:20 AM

Form Started By: Rebecca Gomez Started On: 09/09/2011 03:22 PM

Final Approval Date: 09/15/2011

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 20th day of September, 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. PVTRD NS/S 15N (E 6W/S 15N/W Garza St)- Bore- Manuel Villalpando- ¾" service connection
- 2. Dos Reinas L10 (SWC E83/1.5E)- Bore- Mateo Diaz IV- ¾" service connection

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

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

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

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

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

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

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 20th day of September, 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 8 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 3. Approximately 1550' going west from the C/L of Old La Blanca Rd and mile 11.5N on the south side- Bore- Mira Flores Sub- 8" waterline w/ 16" PVC casing

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.

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 20th day of September, 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:

- 4. Approximately ¼ mile east of Cesar Chavez on Owassa NS- Bore- Isaias R. Martinez

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-28576 **7. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan Hardship Withdrawal request for employees #124915, 088994, and 153818.

BACKGROUND

Attachments

form

employee # 088994

employee # 153818

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 03:58 PM
Auditor's Office	Arcilia Duran	09/15/2011 08:47 AM

Form Started By: Monica Badillo Started On: 09/14/2011 03:51 PM

Final Approval Date: 09/15/2011

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employer # 12495

Participant Na[redacted]

Address 2[redacted] Dr. Edinbu[redacted]

Social Securit[redacted] Daytime Phone No[redacted]

SECTION I –

I understand tha[redacted] due to financial hardsh[redacted] the withdrawal [redacted] nd heavy financial need[redacted] distributions, oth[redacted] hardship, and all other [redacted] me under the P[redacted] ed by the Company. I [redacted] 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 deductible 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? _____ 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 _____ Date 9-13-11

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 and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

CC 9/20/11

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employment 088994

Participant 2

Address

Social Sec

SECTION

I understand
the withdra
distributions
me under U.S. [illegible] 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 deductible 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 read 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 [signature] Date 04/14/24

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 and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employer 153818

Participant Name

Address 3500

Social Security N

SECTION I - Har

I understand that thi
the withdrawal is ne
distributions, other t
me under the Plan,
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 deductible medical expenses as provided by law.

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( ) 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 Date 9/14/11

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 and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-28496 **8. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
A1800.00.047.0013.30	Rio Prop Ventures LLC	$3900.30
A1800.93.038.0008.17	Rojas Heavy Equipment LLC	$3526.96
A1800.93.038.0008.17	Rojas Heavy Equipment LLC	$3368.46
B3300.00.001.0022.15	Corelogic	$4091.28
C0850.00.530.0040.00	Hsbc Bank USA N.A.	$9929.28
M1950.99.052.0001.06	Doctor's Hospital At Renaissance Ltd	$13311.06
S4847.01.002.0005.00	Ocwen Loan	$8315.31
T2100.00.243.0006.05	Mex Flores	$2585.36
V3280.99.000.0001.01	Ean Holdings LLC	$25281.34

BACKGROUND

Attachments

frnt pg
acct pg
rio prop
rojas
rojas heavy
corelogic
hsbc
doctors
ocwen
mex
ean

Form Review

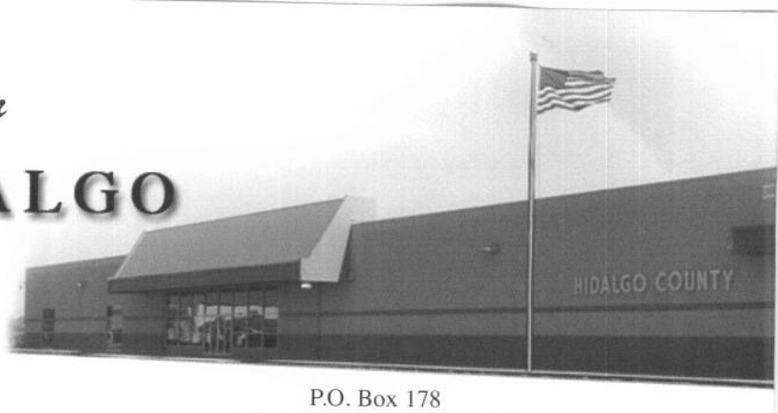
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/09/2011 09:05 AM
Perla Lopez	Perla Lopez	09/14/2011 08:57 AM
Auditor's Office	Arcilia Duran	09/15/2011 08:45 AM

Form Started By: Hilda Fuentes Started On: 09/09/2011 08:34 AM

Final Approval Date: 09/15/2011

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

September 7, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

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

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

When completed, please return the attached to this office.

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

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
1.A1800.00.047.0013.30	RIO PROP VENTURES LLC	$ 3,900.30
2.A1800.93.038.0008.17	ROJAS HEAVY EQUIPMENT	$ 3,526.96
3.A1800.93.038.0008.17	ROJAS HEAVY EQUIPMENT	$ 3,368.46
4.B3300.00.001.0022.15	CORELOGIC	$ 4,091.28
5.C0850.00.530.0040.00	HSBC BANK USA NA	$ 9,929.28
6.M1950.99.052.0001.06	DOCTOR'S HOSPITAL AT RENAISSANCE LT	$ 13,311.06
7.S4847.01.002.0005.00	OCWEN LOAN	$ 8,315.31
8.T2100.00.243.0006.05	MEX FLORES	$ 2,585.36
9.V3280.99.000.0001.01	EAN HOLDINGS LLC	$ 25,281.34

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
TREVINO, FEDERICO & CRISPIN JR. (PAID BY: RIO PROP VENTURES LLC) 4

Present mailing address *(number and street)*
P.O. BOX 844 4

City, town or post office, state, ZIP code
SAN JUAN, TX 78589 4

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): ALAMO LAND & SUGAR CO UND 1/2 INT IN

S50-N210-W630-E960-S660' LT 13 BLK 47 0.36AC NET

Address or location of property:

547012 4

Account number of property:

A1800.00.047.0013.30 4

OR

Tax receipt number:

14697262/16183777/16301004/16495670

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	11/30 / 2009	$ 200.00 4	$ 3,900.30 4
2.		03/31 / 2010	$ 1,132.47 4	$
3.		05/27 /	$ 1,205.09 4	$
4.		08/31 /	$ 6,167.05 4	$
5. TOTAL		/	$	$ 3,900.30 ^

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 33

SOME IMPROVEMENTS DOUBLE ASSESSED WITH A1800.00.047.0013.03

NB

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PD) 8/30/11
9/2/11

sign here ➡ Authorized officer

Date 9/2/11

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

sign here ➡

Date 8/30/11

8115

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
ROJAS HEAVY EQUIPMENT LLC

Present mailing address *(number and street)*
240 FRONTAGE RD

City, town or post office, state, ZIP code
ALAMO, TX 78516

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SPECIAL INVENTORY AT 230 FRONTAGE RD

Step 2: Describe the property

(SEE) A1800.99.038.0008.17 / NEW ACCT 2009

Address or location of property:

699952

Account number of property:
A1800.93.038.0008.17

Tax receipt number:
OR 18303983

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	02/28 / 2011	$ 3,526.96	$ 3,526.96
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3,526.96

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#15

SUBMITTED / ENTERED WRONG

NB

Step 4: sign the form

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

sign here — Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 8.30.11

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized official

Date 9/7/11

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

sign here

Date 8/12/11

8/15

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
ROJAS HEAVY EQUIPMENT LLC *

Present mailing address *(number and street)*
240 FRONTAGE RD

City, town or post office, state, ZIP code
ALAMO, TX 78516

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SPECIAL INVENTORY AT 230 FRONTAGE RD

Step 2: Describe the property

(SEE) A1800.99.038.0008.17 / NEW ACCT 2009 *

Address or location of property:

699952 *

Account number of property:
A1800.93.038.0008.17 *

Tax receipt number:
OR 18194477

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 *	01/31 / 2011	$ 7,402.72	$ 3,368.46
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3,368.46 *

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#15

SUBMITTED / ENTERED WRONG

NB

Step 4: sign the form

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

sign here — Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: FM 8-30-11
DC 9/7/11

sign here — Authorized officer

Date: 9/7/11

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

Date: 8/18/11 *

8/15

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 8/30/11	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178		
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
SALINAS IRMA H (PAID BY: CORELOGIC) ✓

Present mailing address *(number and street)*
810 E. AGOSTADERO

City, town or post office, state, ZIP code
WESLACO, TX 78596

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): BLUEBONNET HEIGHTS LOTS 24 & 25 BLK 1

Step 2: Describe the property

DELETE 05 & PIDN CHG TO B3300.00.001.0024.00

Address or location of property:

641235 ✓

Account number of property:
B3300.00.001.0022.15

Tax receipt number:
OR 14903244

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009 ✓	12/23 / 2009	$ 4,091.28	$ 4,091.28
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4,091.28 ✓

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#25

INCUSION OF PROPERTY NON-EXISTENT, IMPS TRANS TO: B3300.00.001.0024.00

REFERENCE ACCT LAND IS DOUBLE WITH B3300.00.001.0024.00 & TRANSFER IMPS NB

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☐ Disapproved

sign here ➡ Authorized officer

Date

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

Date 8/15/11 ✓

8115

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
SANDOVAL, VICTOR (PAID BY: HSBC BANK USA, N.A.) 4

Present mailing address *(number and street)*
RR 1 BOX 489

City, town or post office, state, ZIP code
WESLACO, TX 78596

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): CANA DE AZUCAR LOT 40 R/S E17.73AC BLK 530

Address or location of property:

130319 4

Account number of property:
C0850.00.530.0040.00 4

OR

Tax receipt number:
11790518/16467664/18548297

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2007 4	06/24 / 2008	$ 1715.74 4	$ 1715.74 4
2.	2008 4	08/10 / 2010	$ 3095.00 4	$ 3095.00 4
3.	2009 4	/	$ 2857.83 4	$ 2857.83 4
4.	2010 4	05/23 / 2011	$ 2260.71 4	$ 2260.71 4
5. TOTAL		/	$	$ 9,929.28 ^

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT#130319,

APPLY TO ACCT#512322 ACCOUNT PAID. REFUND BACK TO MORTGAGE.

NB HSBC Account #6536916

Step 4: sign the form

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

sign here — Signature

Date of application for tax refund: 8.16.11

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (R) 8/29/11
J.C 9/2/11

sign here — Authorized officer

Date: 9/2/11

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

Date: 8/19/2011

8/23

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
DOCTOR'S HOSPITAL AT RENAISSANCE LTD*

Present mailing address *(number and street)*
620 S BROADWAY

City, town or post office, state, ZIP code
MCALLEN, TX 78501

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): ZERO 2010 GONE 12-31-09/ INVENTORY SUPPLIES

Step 2: Describe the property

FURNITURE FIXTURES & EQUIPMENT AT 620 SOUTH BROADWAY*

Address or location of property:

771942*

Account number of property:

M1950.99.052.0001.06*

Tax receipt number:

OR 18350450

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010*	03/17 / 2011	$ 13,311.06	$ 13,311.06
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 13,311.06*

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#15

INCLUSION OF PROPERTY- NON EXISTENT

NB

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 8-30-11
RC 9/1/11

sign here ➡ Authorized officer

Date 9/2/11

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

sign here ➡ *

Date 8/10/11

8/15

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
AGUIRRE ROBERTO & ERIKA E 4 PAYER: OCWEN LOAN 4

Present mailing address *(number and street)*
206 SOUTHGATE BLVD 4

City, town or post office, state, ZIP code
WESLACO, TX 78596 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SOUTHGATE WOODS PH 1 LT 5 BLK 2

Step 2: Describe the property

Address or location of property:

570829 4

Account number of property:

S4847.01.002.0005.00 4

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 4	1/19/2011 /	$ 8315.31 4	$ 8315.31 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 8315.31 ^

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER MORTGAGE PAID ON WRONG ACCT

TRANSFER FUNDS TO CORRECT ACCT#N4855.01.000.0076.00(633714

HF

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund: 8/4/11

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (DN) 8/29/11

sign here ➡ Authorized officer

Date: 9/2/11

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

sign here ➡

Date: 8/19/11

8/23

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name Previous Owner
FLORES MARTIN A (PAID BY: MEX FLORES) 4

Present mailing address *(number and street)*
2216 SILVER ST 4

City, town or post office, state, ZIP code
HOUSTON, TX 77007 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): TEX-MEX SURVEY N79.86-S990-S660' LOT 6 SEC

Step 2: Describe the property

243 1.21AC GR 1.17AC NET

Address or location of property:

500809 4

Account number of property: T2100.00.243.0006.05 4

Tax receipt number: OR 18478359

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	04/26 / 2011	$ 2,592.39 4	$ 2,585.36 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2,585.36 4

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#15

ENTERED INCORRECT OWNERSHIP CORRECT BACK TO PREV OWNER

DE LA ROSA ALFONSO JR & GRANT BACK AG. NB

Step 4: sign the form

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

sign here ➡ Signature | Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PR 8/30/11
J. C 9/1/11

sign here ➡ Authorized officer | Date 9/2/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 8/10/11

APPLICATION FOR TAX REFUND

Collection office name
HIDALGO COUNTY TAX OFFICE

Present mailing address *(number and street)*
P O BOX 178

City, town or post office, state, ZIP code
EDINBURG TX 78540-0178

Collecting tax for: (Tax Units)
GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC

Phone *(area code and number)*
(956) 318-2157

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

Step 1: Owner's name and address

Owner's name
ENTERPRISE RENT-A-TRUCK (PAID BY: EAN HOLDINGS LLC) 4

Present mailing address *(number and street)*
1505 HARRY WURZBACH 4

Phone *(area code and number)*

City, town or post office, state, ZIP code
SAN ANTONIO, TX 78209 4

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): TRUCKS AT 600 E EXPWY 83 / NEW ACCT 2010

Address or location of property:

Account number of property:
778781 4

Tax receipt number:
V3280.99.000.0001.01 4 OR 18496064

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 4	04/29 / 2011	$ 25,281.35 4	$ 25,281.34 4
2.		03/30 / 2011	$ 25,517.11 4	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 25,281.34 ^

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 15

SUBMITTED/ENTERED WRONG;2010 10% LATE RENDITION PENALTY WAIVED

NB

REND: 04/15/2010 TIMELY FILED

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PD) 8-30-11
9 12 11

sign here ➡ Authorized officer

Date 9/2/11

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

sign here ➡

Date 8/10/11

8/15

AI-28525 **9. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Eric Trevino Submitted By: Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of two (2) applicants in City of San Juan, two (2) applicants in the city of Mercedes, one (1) applicant in the City of Weslaco, one (1) applicant in City of Penitas, one (1) applicant in Countywide 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
Ramona Garza Deferred Loan-Elderly Reconstruct	SJ 75-10-01	San Juan Precinct#2	Home 2010	All of Lot 7, Block “J”, L. F. MOORE’S Subdivision in the City of Elsa,
Gilberto & Guadalupe Tanguma Deferred Loan - Elderly Reconstruct Partial Payback	SJ 75-10-02	San Juan Precinct # 2	HOME 2010	Tract 1: The E 150.0 feet of the West 300.0 Feet of the North 150.0 feet of Lot 3, Block Thirty-one (31), Alamo Land & Sugar Company Subdivision, of lands in Porcion 72, Los Torritos, Santa Ana and El Gato Grants & Tract 2: Lot 148, San Juan East II Mobile Home Phase – 2, an addition to the City of San Juan, Hidalgo County Texas.
Chester Warwas Margret Rincon Deferred Loan - Disabled Partial Payback	ME 50-10-06	Mercedes Precinct # 1	HOME 2010	All of Lot 6, Block 4, GARDEN PARK SUBDIVISION in the City of Mercedes Hidalgo County Texas
Saturnino Noriega Deferred Loan – Elderly Reconstruct	ME 50-10-07	Mercedes Precinct # 1	HOME 2010	All of Lot 13, Block 5, GARDEN PARK SUBDIVISION in the City of Mercedes, Hidalgo County Texas
Elma Alaniz Deferred Loan - Elderly Reconstruct	WE 80-10-04	Weslaco Precinct # 1	HOME 2010	All of Lot 16, Block 6, EL TEXANO SUBDIVISION in the City of Elsa, Hidalgo County Texas.
Oscar Cuellar Deferred Loan - Disabled , Reconstruct Partial Payback	PE 60-10-01	Penitas Precinct # 3	HOME 2010	All of Lot 12, Block “B”, DANIEL OZUNA SUBDIVISION , Hidalgo County Texas

Rodrigo S. Medrano Deferred Loan - Elderly Reconstruct	CW 85-10-18	Donna Precinct # 1	HOME 2010	All of Lots 15 and 16, Block 1 of the HARRIS Subdivision, in Donna, Hidalgo County Texas.,

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County funds

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

BUDGETARY IMPACT:

Utilizing Urban County HOME 2010 funds.

Attachments

Synopsis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2011 04:24 PM
Perla Lopez	Perla Lopez	09/14/2011 02:53 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:09 AM

Form Started By: Hilda Bazan Started On: 09/13/2011 03:39 PM

Final Approval Date: 09/15/2011

Housing Rehab Program

ENTITY: San Juan

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since May 2010, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Ramona Garza

Family of one (1)	
Applicant's age is 85	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	102.33
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 8.334
HUD Income Limits (family of 1):	$ 27,250.00

Existing Dwelling: 1 bedrooms frame home, built in 1979

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of San Juan

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 Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since May 2010, and has met all of the program requirements for assistance under the Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project:

Gilberto & Guadalupe Tanguma	Family of three (3)	
	Applicant's age is 65, spouse age is 64 and grandson age is 23	
	Title Search:	No Abstract & Liens
	Flood Zone:	No – Zone B
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	9%
	Pay Back:	No - Deferred Loan- Elderly
	Number of Bedrooms:	3
	Square Feet:	1242
	Total annual household income:	$ 27,407.90
	HUD Income Limits (family of 3):	$ 43,800.00
	Deferred Loan-Elderly	
	Partial pay back due to additional 1 bedroom	
Existing Dwelling:	3 bedrooms frame home, built in 1986.	

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Mercedes

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since December 2010, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Chester Warwas & Margret Rincon

Family of five (5)
Applicant's (Chester (single)) age 49, Applicant's (Margret (married with (2) depends)) 45, spouse 44, sons' 12 and 14

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	33%
Pay Back:	No - Deferred Loan- Disabled
Number of Bedrooms:	4
Square Feet:	1338
Total annual household income:	$ 21,808.08
HUD Income Limits (family of 5):	$ 42,050.00

Partial pay back due to additional 1 bedroom

Existing Dwelling: 3 bedrooms frame home, built in 1930

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Mercedes

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since April 2009, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Saturnino Noriega

Family of two (2)
Applicant's age is 74, daughter age is 33

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	3
Square Feet:	1187
Total annual household income:	$ 17,594.00
HUD Income Limits (family of 2):	$ 31,150.00

Partial pay back due to additional 1 bedroom

Existing Dwelling: 1 bedrooms frame home, built in 1968

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Weslaco

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since March 2010, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Elma Alaniz	Family of one (1)	
	Applicant's age is 64	
	Title Search:	No Abstract & Liens
	Flood Zone:	No – Zone B
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	$181.31
	Debt to Income Ratio:	N/A
	Pay Back:	No - Deferred Loan- Elderly
	Number of Bedrooms:	2
	Square Feet:	864
	Total annual household income:	$ 11,532.00
	HUD Income Limits (family of 1):	$ 27,250.00

Existing Dwelling: 1 bedrooms frame home, built in 1977

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Peñita

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since January 2011, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Oscar & Carmen Cuellar

Family of five (5)
Applicant's age 53, spouse 35, daughters' 15 and 10, son 9

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$116.67
Debt to Income Ratio:	38%
Pay Back:	No - Deferred Loan- Disabled
Number of Bedrooms:	4
Square Feet:	1338
Total annual household income:	$ 7,558.20
HUD Income Limits (family of 5):	$ 42,050.00

Partial pay back due to additional 1 bedroom

Existing Dwelling: 2 bedrooms mobile home, built in 1992

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since December 2010, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Rodrigo S. & Gloria Medrano

Family of five (3)
Applicant's age 66, spouse 63, mother 92

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$2,077.93
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 29,216.40
HUD Income Limits (family of 3):	$ 35,050.00

Partial pay back due to additional 1 bedroom

Existing Dwelling: 4 bedrooms frame home, built in 1950

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-28547 **9. B.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Irene Submitted By: Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into four (4) “Homebuyer Assistance Program” Contract’s under the Home Program.

BACKGROUND

The applicants below have been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following families:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Juana & Felipe & Ana Laura Gonzalez	FY 2010	$5,000	USDA	Lot 54, Las Arboledas De Hidalgo, Phase I, Hidalgo County Texas
Nora Gonzalez	FY 2010	$5,000	USDA	Lot 19/20 of Un-Recorded Buena Vida Subdivision, Elsa, Hidalgo County Texas
Claudia Y. Colegio	FY 2010	$7,500	USDA	Lot 11, Basham Subdivision #18, Mission, Hidalgo County Texas
Norma L. Banda	FY 2010	$5,000	USDA	Lot 5, Tower Landing Subdivision Phase I, Alamo, Hidalgo County Texas

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

Homebuyer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 02:07 PM
Perla Lopez	Perla Lopez	09/14/2011 03:33 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:08 AM

Form Started By: Hilda Bazan Started On: 09/14/2011 01:36 PM

Final Approval Date: 09/15/2011

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this **20th** day of **September,** 2011, between the County of Hidalgo, State of Texas ("County") and ***Juana, Felipe & Ana Laura Gonzalez*** .("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 54, Las Arboledas de Hidalgo Phase 1, HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $ **5,000.00** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 8.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding DPA Funds on the Repayment Date in an amount equal to the DPA Funds.

FAILURE TO REPAY THE DPA FUNDS IN ACCORDANCE WITH THIS DPA CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

Juana Gonzalez

_____

Felipe Gonzalez

_____

Ana Laura Gonzalez

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ ONTHIS _____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me_____, ON THIS_____day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me_____, ON THIS _____day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ON THIS _____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 54, Las Arboledas de Hidalgo Phase 1, HIDALGO COUNTY TEXAS**

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this **20th** day of **September,** 2011, between the County of Hidalgo, State of Texas ("County") and ***Nora Gonzalez*** .("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 19/20 of Un-Recorded Buena Vida Subdivision, Elsa, Hidalgo County Texas more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $ **5,000.00** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 8.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding DPA Funds on the Repayment Date in an amount equal to the DPA Funds.

FAILURE TO REPAY THE DPA FUNDS IN ACCORDANCE WITH THIS DPA CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

Nora Gonzalez

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ ONTHIS _____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ ON THIS _____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 19/20 of Un-Recorded Buena Vista Subdivision, Elsa, Hidalgo County Texas.**

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this **20th** day of **September,** 2011, between the County of Hidalgo, State of Texas ("County") and ***Clauda Y. Colegio*** ("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 11, Basham Subdivision #18, Mission, Hidalgo County Texas more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $ **7,500.00** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 8.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding DPA Funds on the Repayment Date in an amount equal to the DPA Funds.

FAILURE TO REPAY THE DPA FUNDS IN ACCORDANCE WITH THIS DPA CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

Claudia Y. Colegio

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ ONTHIS _____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ ON THIS _____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 11, Basham Subdivision #18, Mission, Hidalgo County Texas**

Exhibit "B"

To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this **20th** day of **September,** 2011, between the County of Hidalgo, State of Texas ("County") and ***Norma Linda Banda*** ("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 5, Tower Landing Subdivision, Phase I, Alamo Hidalgo County Texas more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $ **5,000.00** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

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10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding DPA Funds on the Repayment Date in an amount equal to the DPA Funds.

FAILURE TO REPAY THE DPA FUNDS IN ACCORDANCE WITH THIS DPA CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

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The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
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(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

Norma Linda Banda

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ ON THIS _____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ ON THIS _____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 5, Tower Landing Subdivision, Phase I, Alamo, Hidalgo County Texas.**

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

AI-28551 **10. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #2 TXDOT (1315):
Approval to process payment to Texas Department of Transportation (TXDOT) in the amount of $748.80 in relation to the CR 653 (Las Milpas Road) Off-system bridge replacement project 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. #: 1-1315-431-30-122-057-0-732

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

BUDGETARY IMPACT:
Available balance as of 09/14/11.

Attachments

TxDOT Letter

AFA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2011 02:25 PM
Olga Garza	Olga Garza	09/15/2011 09:04 AM
Auditor's Office	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Rolando Garcia Started On: 09/14/2011 01:57 PM

Final Approval Date: 09/15/2011

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 11, 2011

Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Off-System Bridge Replacement Project: CSJ: 0921-02-252
CR 653 (Las Milpas Road) over South Floodway Channel, Str. # AA06-53-001

Honorable Judge Garcia;

Attached for your files is one executed Advance Funding Agreement for the subject project. As detailed in the AFA, the County is responsible for 1.2% of the preliminary engineering, construction and construction engineering and contingencies, as well as 100% of all costs not eligible for State or Federal participation. Based on a total project estimate of $612,000.00, the County will be responsible for approximately $7,344.00 with only $748.80 due at this time. The remaining balance of $6,595.20 will be due 45 days prior to the project letting to construction.

Please submit the first required payment of $ 748.80 no later than September 15, 2010. If you have any questions or need any further information, please contact our District Bridge Engineer, Mr. Rex A. Costley at (956) 702-6137.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

MJ: rac
Attach

cc: Honorable Hector "Tito" Palacios, Hidalgo County Commissioner Precinct #2
Jody R. Ellington, P.E. Director of Transportation Planning & Development
Valente Olivarez, P.E. Pharr Area Engineer
Rex A. Costley, P.E. District Bridge Engineer

FILED
AUG 04 2010
COUNTY JUDGE

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

STATE OF TEXAS §
COUNTY OF TRAVIS §

Original

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the **County of Hidalgo**, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at **Las Milpas Road over South Floodway Channel** and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number **112048**, dated **Nov 19,2009**; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of this Agreement**

   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Conditions for Termination of this Agreement**

a. The Agreement is terminated in writing with the mutual consent of the parties; or
b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. **Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. **Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. **Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. **Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. **Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work." The Local Government must obtain advance approval for any variance

from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. **Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. **Construction Responsibilities**

a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. **Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. **Local Project Sources and Uses of Funds**

a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP.
The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will the State in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
i. The State will not pay interest on any funds provided by the Local Government.

j. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

k. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

l. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to **1.2%** percent.

m. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

n. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. **Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**

a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.

b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.

c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.

d. Responsibilities of the Local Government on EMP(s).
   (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
   (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
   (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
   (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP.

If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. **Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	**State:**
Honorable Rene Ramirez	Mario Jorge, P.E.
Hidalgo County Judge	Pharr District Engineer
P.O. Box 1356	P.O. Box 1717
Edinburg, Texas 78540	Pharr, Texas 78577-1717

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. **Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. **Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. **Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use.

All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. **Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. **Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. **Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. **Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. **Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

In accordance with Section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and

b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and

b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting

requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

24. **Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. **Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. **Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. **Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

28. **Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
Signature

Honorable Rene Ramirez
Printed Name of Signatory

Title: Judge, County of Hidalgo

Date: 8/24/10

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
David P. Hohmann, PE
Director, Bridge Division

Date: _____

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

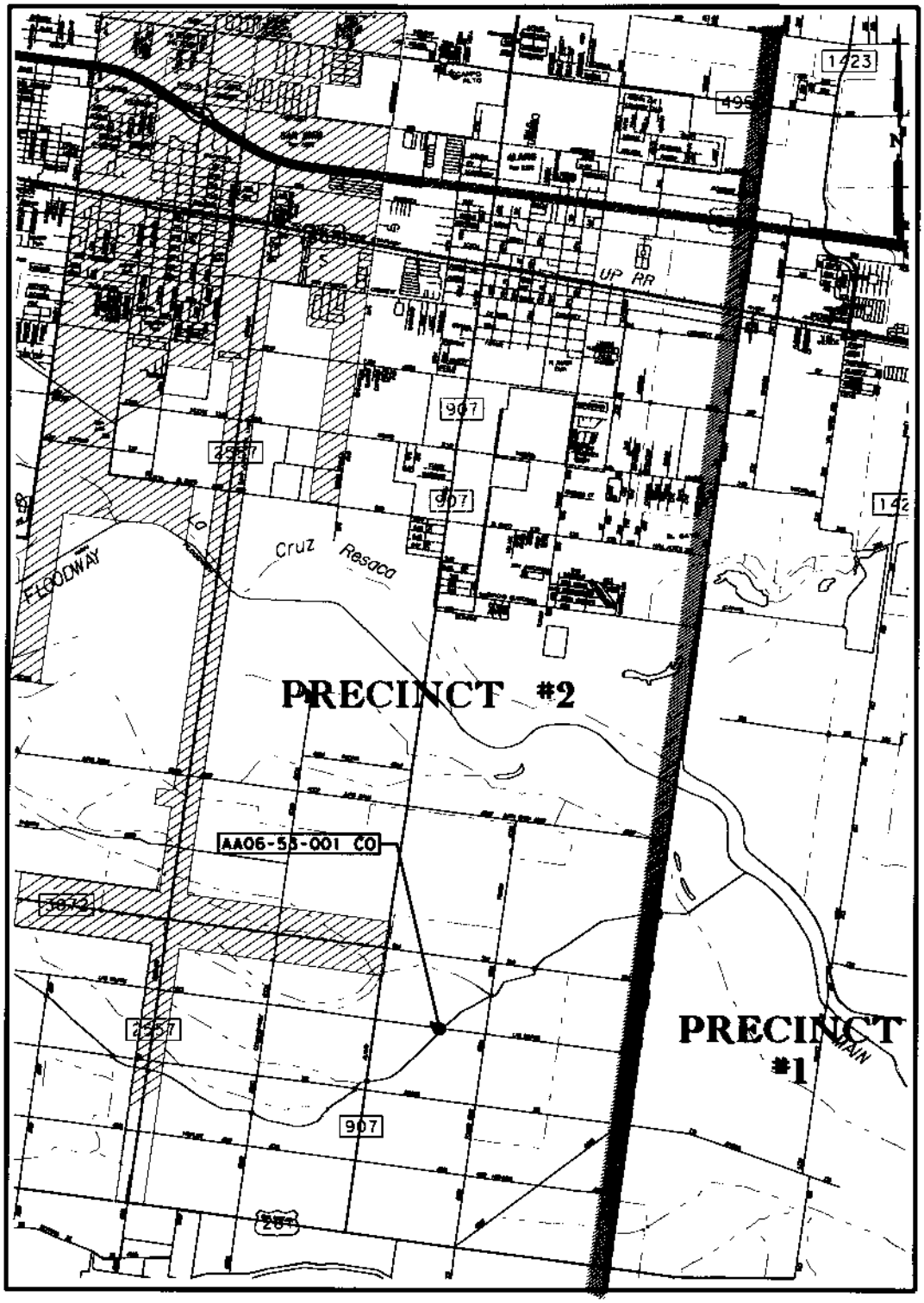
ATTACHMENT A

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

ATTACHMENT B

PROJECT LOCATION MAP



CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

ATTACHMENT C (See Note **)

LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECT(S) (EMP)

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Total				
EMP work credited to this PWP (See Note *)				
Balance of EMP work available to associated PWP(s)				

Associated PWP(s) Control-Section-Job (CSJ)	Amount to be Credited to Associated PWP (s)

Not Applicable

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note**: This attachment not applicable for non-Participation-Waived Projects (PWP)

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE) 13%	(1) $62,400.00	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation 1.2%		(3)$748.80
Construction	$480,000.00	
Engineering and Contingency (E&C) 14.50%	$ 69,600.00	
The Sum of Construction and E&C	(2) $549,600.00	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation 1.2%		(4) $6,595.20
Amount of Advance Funds Paid by Local Government *		(5) $0.00
Amount of Advance Funds to be Paid by Local Government *		(6) $7,344.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $0.00
Total Project Direct Cost	(1+2) $612,000.00	

* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. _____

AI-28514 **11. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Information Technology:
Authorization to change employee name through the County's memberhsip/participation with CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Delete Name:	Delete Employee #:	New Employee Name:	New Employee #:	Cell Phone #:
Daniel Gonzalez	182745	Antonio Silva	186821	956-907-1611

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/15/2011 08:01 AM
Erika Zamora	Erika Zamora	09/15/2011 11:32 AM
Auditor's Office	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Griselda Salazar Started On: 09/13/2011 09:12 AM

Final Approval Date: 09/15/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☒ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other

Stipend:
Cellular Telephone $50/mo
Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Daniel Gonzalez Employee ID# 182745 Signature: resigned

Department: I T. Dept# 200

Quantity: 1 956-907-1611

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

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

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature _____

Department: _____ Dept# _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Reran Ramirez	9/13/11

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

Signature	Print Name	Date
	Valdo Guerra	9/13/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Transferring to Antonio Silva.

Commissioner's Court Action: **Commissioner's Court Date:** 9/20/11

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

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

Revised 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use or ☐ Individual
- ☒ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Antonio Silva Employee ID# 186821 Signature: _____

Department: I.T. Dept#: 200

Quantity: 1 956-907-1611

Service: $ 1 /mo (x) ____ months = _____ Account: _____-532

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

Requisition Total: _____ ~~Requisition~~ PO Number: 155857

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

_____ Deran Ramirez 9/13/11
Signature Print Name Date

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

_____ Valde Guerra 9/13/11
Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Transferred from Daniel Gonzalez

Commissioner's Court Action: Commissioner's Court Date: 9/20/11

☐ Approved Date: _____ ☐ Disapproved

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

Revised 03-09-2011

AI-28599 **12. A.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice # 03.0811 SO in the amount of $5,974.60 from DOS Logistics, Inc. contracted engineer for "Sheriff's Office Substation in the Pct. 1 Area" with authority for Auditor's to complete processing procedure and County Treasurer to issue payment. C-08-223-11-04.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

$689.00 from PO 613288; PO Available balance as of 9-15-11 $45,845
$5,285.60 from PO 662536; PO Available balance as of 9-15-11 $7,620.80

Attachments

DOS Logistics Inv

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 10:06 AM
Budget & Management	Merlen P. Munoz	09/15/2011 10:09 AM
Manuel Chapa	Manuel Chapa	09/15/2011 10:50 AM
Auditor's Office	Arcilia Duran	09/16/2011 10:33 AM

Form Started By: Moises Salazar Started On: 09/15/2011 09:17 AM

Final Approval Date: 09/16/2011

Moises Salazar

From: Juan Tapia [juan.tapia@hidalgoso.org]
Sent: Thursday, September 08, 2011 9:13 AM
To: 'Rocio Villarreal'; 'Moises Salazar'
Cc: lupita.garza@auditor.co.hidalgo.tx.us; 'Alex Palacios'
Subject: FW: Dos Logistics Invoice No. 03.0811 SO for Sheriff's East Substation
Attachments: Invoice 03.08- Sherrif Sub Station.pdf

Rocio,
Following our conversation, attached please find Invoice 03.0811 SO from Dos Logistics
Mentioned invoice applies to Hidalgo Co. sheriff's Office East Substation under:
Acc. No. 1-1336-423-00-280-036-0-720
C-08-223-11-04 PO No. 613288 Civil Engineer Service $689.00
C-08-223-11-04 PO No. 662536 Professional Services for Construction Staking $5,285.60
Please review and route through CC for approval.
Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel (956)-292-2930 Fax (956)-292-2932

From: Hugo P Gonzalez Jr [mailto:hugogonzalez@doslogistics.com]
Sent: Wednesday, September 07, 2011 3:18 PM
To: 'Juan Tapia'
Cc: Matie Ruiz; Cynthia Noriega; Melita Leanos
Subject: Invoice for Sheriff Substation in Pct 1

Mr. Tapia:
As per our phone conversation last week, attached please find our latest invoice for referenced project.
Please advise if additional information is needed.
Respectfully

Hugo

DL, INC.
DOS LOGISTICS, INC.

INVOICE

No.: 03.0811 SO

Date: Wednesday, September 07, 2011

Bill To:
Hidalgo County Sheriff's Office
704 El Cibolo Rd.
Edinburg, Texas 78539

Attention: Juan Tapia

Hidalgo County Sheriff's Office **Contract No. C-08-223-11-04**

Period of Performance: August 2011 **PSO Code: DLI.08.0100.02**

PO # 613288

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Civil Engineering and Design	$16,336.00	$16,180.00	$156.00	$0.00
Drawing Preparation	$44,512.00	$44,200.00	$312.00	$0.00
Evaluation / Plan Review	$13,338.00	$13,117.00	$221.00	$0.00
Construction / Bid Phase Assistance	$45,156.00	$0.00	$0.00	$45,156.00
a) Biding and Negotiation Services (Biding Assistance)	*$2,178.00*	*$0.00*	*$0.00*	*$2,178.00*
b) Shop Drawing Review, Plan Interpretation and Clarification	*$2,178.00*	*$0.00*	*$0.00*	*$2,178.00*
c) Construction inspection Services (Civil Portion. Approx 3 months)	*$40,800.00*	*$0.00*	*$0.00*	*$40,800.00*
Subtotal	**$119,342.00**	**$73,497.00**	**$689.00**	**$45,156.00**

PO # 662536

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Construction / Bid Phase Assistance	$7,620.80	$0.00	$5,285.60	$2,335.20
d) Constructuon Staking of Property Delineation	*$1,944.80*	*$0.00*	*$1,944.80*	*$0.00*
e) Construction Staking for Stormwater Detention	*$2,473.20*	*$0.00*	*$2,473.20*	*$0.00*
f) Construction Staking for Stormwater System (Pipe and Inlets)	*$2,335.20*	*$0.00*	*$0.00*	*$2,335.20*
g) Construction Staking of Stock Pile Site	*$867.60*	*$0.00*	*$867.60*	*$0.00*
Subtotal	**$7,620.80**	**$0.00**	**$5,285.60**	**$2,335.20**

Total	**$126,962.80**	**$73,497.00**	**$5,974.60**	**$47,491.20**

TOTAL DUE **$5,974.60**

Please remit to:

Dos Logistics, Inc. 1002 E. Exp. 83 Weslaco, Texas 78596

THANK YOU FOR YOUR BUSINESS!

AI-28539 **12. B.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval for Payment Application No. 3 (final) in the amount of $28,167.50 from The 5125 Company, awarded contractor for the Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements (Contract No. C-10-050-03-23) as certified for payment by project engineer, Quintanilla, Headley and Associates, Inc. with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

2. Acceptance and approval of Certificate of Completion for the project Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements (Contract No. C-10-050-03-23) as certified by project engineer, Quintanilla, Headley and Associates, Inc.

3. Requesting approval for Payment Application No. 4 (Retainage Release) in the amount of $10,867.62 from The 5125 Company, awarded contractor for the Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements (Contract No. C-10-050-03-23) as certified for payment by project engineer, Quintanilla, Headley and Associates, Inc. with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-841

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

BUDGETARY IMPACT:

PO No. 641069 available balance as of 9-15-11 $29,649.99

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-206-00-000-009-0-000

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

BUDGETARY IMPACT:

Retainage Payable (Sage) as of 9-15-11 $9,385.13. Plus retainage from application No 3

Attachments

Pay Ap 3 Final -The 5125 Co

Certificate of Completion The 5125 Co

Pay Ap 4 Retainage Release -The 5125 Co.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 09:31 AM
Budget & Management	Merlen P. Munoz	09/15/2011 09:32 AM
Manuel Chapa	Manuel Chapa	09/15/2011 11:19 AM
Auditor's Office	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Moises Salazar Started On: 09/14/2011

Final Approval Date: 09/15/2011

THE 5125 COMPANY

1008 DOHERTY
MISSION, TEXAS 78572

APPLICATION FOR PAYMENT NO. 3 / Final

To: Hidalgo County
From: The 5125 Company (CONTRACTOR)
Contract:
Project: Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements
Project No.:
For Work accomplished through the date of: July 19, 2011

1. Original Contract Price:			$ 219,512.50
2. Net change by Change Orders and Written Amendments (+ or -):			$ -2,160.00
3. Current Contract Price (1 plus 2):			$ 217,352.50
4. Total completed and stored to date:			$ 217,352.50
5. Retainage (per Agreement):			
5	% of completed Work:	$10,867.63	
	% of stored material:		
	Total Retainage:		$ 10,867.63
6. Total completed and stored to date less retainage (4 minus 5):			$ 206,484.88
7. Less Previous Application for Payment:			$ 178,317.38
8. DUE THIS APPLICATION:			$ 28,167.50

The 5125 Company (CONTRACTOR)

Dated 8/23/2011

By: _____
Pat Espericueta / President

State of **TEXAS**
County of **HIDALGO**
Subscribed and sworn to before me this 23rd day of August, 2011.

_____
Notary Public
My Commission expires: 01/07/2012

NOTARY PUBLIC STATE OF TEXAS
Tirzah Ann Rivera
My Commission Expires
01/07/2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8-30-11

(ENGINEER)

By: _____

Contractor: The 5125 Company
1008 Doherty/Mission, TX 78572
Project: Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements

Application No.: 3 / Final
Application Date: 8/23/2011
Period Thru: 7/19/2011

ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT	EST. QTYS.	UNIT	SCHEDULED VALUE	WORK COMPLETED (Current Period)	WORK COMPLETED (Cummulative)	TOTAL COMPLETED	RETAINAGE
I. Water Distribution System (N.A.W.S.C.)									
1	8" P.V.C. DR-18	$ 14.00	1,670	LF	$ 23,380.00		1,670	$ 23,380.00	$ 1,169.00
2	8" VALVE & BOX	$ 1,200.00	2	EA	$ 2,400.00		2	$ 2,400.00	$ 120.00
3	8" M.J. 45° BEND	$ 400.00	13	EA	$ 5,200.00		11	$ 4,400.00	$ 220.00
4	8" X 6" M.J. TEE	$ 400.00	4	EA	$ 1,600.00		4	$ 1,600.00	$ 80.00
5	6" VALVE & BOX	$ 900.00	4	EA	$ 3,600.00		4	$ 3,600.00	$ 180.00
6	FIRE HYDRANT	$ 1,900.00	3	EA	$ 5,700.00		3	$ 5,700.00	$ 285.00
7	8" MUELLER DETECTOR CHECK VALVE VAULT ASSEMBLY (COMPLETE W/ MANHOLE)	$ 14,936.25	2	EA	$ 29,872.50		2	$ 29,872.50	$ 1,493.63
8	16" P.V.C. CASING	$ 30.00	350	LF	$ 10,500.00		314	$ 9,420.00	$ 471.00
9	4" P.V.C. DR-18	$ 10.00	610	LF	$ 6,100.00		600	$ 6,000.00	$ 300.00
10	4" VALVE & BOX	$ 600.00	2	EA	$ 1,200.00		2	$ 1,200.00	$ 60.00
11	4" M.J. TEE	$ 300.00	1	EA	$ 300.00		1	$ 300.00	$ 15.00
12	4" M.J. 90° BEND	$ 300.00	1	EA	$ 300.00		1	$ 300.00	$ 15.00
13	8" P.V.C. CASING	$ 20.00	132	LF	$ 2,640.00		132	$ 2,640.00	$ 132.00
14	2" SINGLE SERVICE CONNECTION	$ 1,000.00	1	EA	$ 1,000.00		1	$ 1,000.00	$ 50.00
15	2" FLUSH VALVE	$ 1,000.00	2	EA	$ 2,000.00		2	$ 2,000.00	$ 100.00
16	2" SENSUS COMP. MASTER METER W/ CONCRETE VAULT (COMPLETE)	$ 1,000.00	1	EA	$ 1,000.00		1	$ 1,000.00	$ 50.00
17	4" BACKFLOW ASSEMBLY WATTS SERIES 909/909 RPDA (COMPLETE)	$ 5,000.00	1	EA	$ 5,000.00		1	$ 5,000.00	$ 250.00
18	CUT & REPAIR ASPHALT	$ 500.00	3	EA	$ 1,500.00		3	$ 1,500.00	$ 75.00
TOTAL WATER DISTRIBUTION SYSTEM:					**$ 103,292.50**			**$ 101,312.50**	**$ 5,065.63**

ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT	EST. QTYS.	UNIT	SCHEDULED VALUE	WORK COMPLETED (Current Period)	WORK COMPLETED (Cummulative)	TOTAL COMPLETED	RETAINAGE
II. Sanitary Sewer Collection System (City of Edinburg)									
1	8" P.V.C. SDR-26	$ 14.00	650	LF	$ 9,100.00		540	$ 7,560.00	$ 378.00
2	MANHOLE	$ 2,000.00	5	EA	$ 10,000.00		5	$ 10,000.00	$ 500.00
3	6" SERVICE CONNECTION (LONG)	$ 500.00	1	EA	$ 500.00		1	$ 500.00	$ 25.00
4	8" PLUG	$ 250.00	1	EA	$ 250.00		1	$ 250.00	$ 12.50
5	TRENCH SAFETY PROTECTION	$ 1.00	650	LF	$ 650.00		540	$ 540.00	$ 27.00
6	CUT & REPAIR ASPHALT	$ 200.00	1	EA	$ 200.00		1	$ 200.00	$ 10.00
7	TIE INTO EXIST MANHOLE	$ 700.00	1	EA	$ 700.00		1	$ 700.00	$ 35.00
8	16" P.V.C. CASING	$ 30.00	40	LF	$ 1,200.00		40	$ 1,200.00	$ 60.00
9	BACKFILL & COMPACTION AS PER EDINBURG	$ 4.00	650	LF	$ 2,600.00		650	$ 2,600.00	$ 130.00
TOTAL SANITARY SEWER COLLECTION SYSTEM (CITY OF EDINBURG)					**$ 25,200.00**			**$ 23,550.00**	**$ 1,177.50**
III. Drainage Improvements									
1	18" R.C.P.	$ 20.00	700	LF	$ 14,000.00		652	$ 13,040.00	$ 652.00
2	TYPE "A" INLET	$ 2,000.00	3	EA	$ 6,000.00		3	$ 6,000.00	$ 300.00
3	18" CONCRETE HEADWALL	$ 2,500.00	1	EA	$ 2,500.00		1	$ 2,500.00	$ 125.00
4	EROSION CONTROL	$ 5,000.00	1	LS	$ 5,000.00		1	$ 5,000.00	$ 250.00
5	10" P.V.C. BLEEDER LINE	$ 14.00	1,300	LF	$ 18,200.00		1,200	$ 16,800.00	$ 840.00
6	10" 90° BEND	$ 250.00	3	EA	$ 750.00		3	$ 750.00	$ 37.50
7	10" CONCRETE RIP-RAP	$ 500.00	1	EA	$ 500.00		1	$ 500.00	$ 25.00
8	10" 45° BEND	$ 250.00	1	EA	$ 250.00		1	$ 250.00	$ 12.50
9	10" X 8" REDUCER	$ 250.00	1	EA	$ 250.00		1	$ 250.00	$ 12.50
10	TIE INTO EXIST TX-DOT INLET	$ 750.00	1	EA	$ 750.00		1	$ 750.00	$ 37.50
11	6.0' CHAIN LINK FENCE	$ 15.00	800	LF	$ 12,000.00		800	$ 12,000.00	$ 600.00
12	6.0' CHAIN LINK GATE	$ 1,000.00	2	EA	$ 2,000.00		2	$ 2,000.00	$ 100.00
TOTAL DRAINAGE IMPROVEMENTS:					**$ 62,200.00**			**$ 59,840.00**	**$ 2,992.00**

ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT	EST. QTYS.	UNIT	SCHEDULED VALUE	WORK COMPLETED (Current Period)	WORK COMPLETED (Cummulative)	TOTAL COMPLETED	RETAINAGE
IV. Paving Improvements (Parking Lot)									
1	18" CURB & GUTTER	$ 11.40	2,000	LF	$ 22,800.00	2,000	2,000	$ 22,800.00	$ 1,140.00
2	4.0' CONCRETE VALLEY GUTTER	$ 39.00	150	LF	$ 5,850.00	150	150	$ 5,850.00	$ 292.50
3	6" P.V.C. CASING	$ 10.00	400	LF	$ 4,000.00		400	$ 4,000.00	$ 200.00
TOTAL PAVING IMPROVEMENTS (PARKING LOT):					**$ 32,650.00**			**$ 32,650.00**	**$ 1,632.50**
TOTAL CONTRACT AMOUNT WITH CHANGE ORDERS:								**$ 217,352.50**	**$ 10,867.63**

NOTE: Items highlighted in RED have been changed via Change Orders No. 1 and 2

THE 5125 COMPANY

1008 DOHERTY
MISSION, TEXAS 78572
PH. 956-583-5125 * FAX: 956-585-1633

CERTIFICATION OF COMPLETION
(By Contractor)

We hereby certify that the work on HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SITE AND UTILITY IMPROVEMENTS, has been completed in substantial compliance with the PLANS and TECHNICAL SPECIFICATIONS.

The 5125 Company	Qunitanilla, Headley & Associates
CONTRACTOR Name	**ENGINEERING Firm**
By: Pat Espericueta	**By:**
Title: President	**Title:** Project Engineer
Date: July 25, 2011	**Date:** 8-30-11

ACKNOWLEDGEMENT

COUNTY OF HIDALGO

BEFORE ME, a Notary Public in and for Hidalgo County, State of Texas, on this day personally appeared Ms Pat Espericueta, known to be the person whose name is subscribed to the foregoing affidavit and acknowledge to me that she executed the same for the purpose and consideration therein expressed.

Given under my Hand and Seal of Office this the 25th day of July, 2011.

NOTARY PUBLIC STATE OF TEXAS
Tirzah Ann Rivera
My Commission Expires
01/07/2012

Notary
Tirzah Ann Rivera
Printed Name of Notary

Notary Public for the State of Texas
My Commission expires: 01/07/12

THE 5125 COMPANY

1008 DOHERTY
MISSION, TEXAS 78572

APPLICATION FOR PAYMENT NO. 4 (Retainage/Release)

To: Hidalgo County
From: The 5125 Company (CONTRACTOR)
Contract:
Project: Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements
Project No.:
For Work accomplished through the date of: July 19, 2011

1. Original Contract Price:		$ 219,512.50
2. Net change by Change Orders and Written Amendments (+ or -):		$ -2,160.00
3. Current Contract Price (1 plus 2):		$ 217,352.50
4. Total completed and stored to date:		$ 217,352.50
5. Retainage (per Agreement):		
5 % of completed Work:		
% of stored material:		
Total Retainage:		$ 0.00
6. Total completed and stored to date less retainage (4 minus 5):		$ 217,352.50
7. Less Previous Application for Payment:		$ 206,484.88
8. DUE THIS APPLICATION:		$ 10,867.62

The 5125 Company (CONTRACTOR)

Dated 8/23/2011

By: _____
Pat Espericueta / President

State of **TEXAS**
County of **HIDALGO**
Subscribed and sworn to before me this 23rd day of August, 2011.

_____
Notary Public
My Commission expires: 01/07/2012

NOTARY PUBLIC STATE OF TEXAS
Tirzah Ann Rivera
My Commission Expires
01/07/2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8-31-11

(ENGINEER)

By: _____

Contractor: The 5125 Company
1008 Doherty/Mission, TX 78572
Project: Hidalgo County Primary Care and Substance Abuse
Facility Site and Utility Improvements

Application No.: 4 (Retainage/Release)
Application Date: 8/23/2011
Period Thru: 7/19/2011

ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT	EST. QTYS.	UNIT	SCHEDULED VALUE	WORK COMPLETED (Current Period)	WORK COMPLETED (Cummulative)	TOTAL COMPLETED	RETAINAGE
I. Water Distribution System (N.A.W.S.C.)									
1	8" P.V.C. DR-18	$ 14.00	1,670	LF	$ 23,380.00		1,670	$ 23,380.00	$ -
2	8" VALVE & BOX	$ 1,200.00	2	EA	$ 2,400.00		2	$ 2,400.00	$ -
3	8" M.J. 45° BEND	$ 400.00	13	EA	$ 5,200.00		11	$ 4,400.00	$ -
4	8" X 6" M.J. TEE	$ 400.00	4	EA	$ 1,600.00		4	$ 1,600.00	$ -
5	6" VALVE & BOX	$ 900.00	4	EA	$ 3,600.00		4	$ 3,600.00	$ -
6	FIRE HYDRANT	$ 1,900.00	3	EA	$ 5,700.00		3	$ 5,700.00	$ -
7	8" MUELLER DETECTOR CHECK VALVE VAULT ASSEMBLY (COMPLETE W/ MANHOLE)	$ 14,936.25	2	EA	$ 29,872.50		2	$ 29,872.50	$ -
8	16" P.V.C. CASING	$ 30.00	350	LF	$ 10,500.00		314	$ 9,420.00	$ -
9	4" P.V.C. DR-18	$ 10.00	610	LF	$ 6,100.00		600	$ 6,000.00	$ -
10	4" VALVE & BOX	$ 600.00	2	EA	$ 1,200.00		2	$ 1,200.00	$ -
11	4" M.J. TEE	$ 300.00	1	EA	$ 300.00		1	$ 300.00	$ -
12	4" M.J. 90° BEND	$ 300.00	1	EA	$ 300.00		1	$ 300.00	$ -
13	8" P.V.C. CASING	$ 20.00	132	LF	$ 2,640.00		132	$ 2,640.00	$ -
14	2" SINGLE SERVICE CONNECTION	$ 1,000.00	1	EA	$ 1,000.00		1	$ 1,000.00	$ -
15	2" FLUSH VALVE	$ 1,000.00	2	EA	$ 2,000.00		2	$ 2,000.00	$ -
16	2" SENSUS COMP. MASTER METER W/ CONCRETE VAULT (COMPLETE)	$ 1,000.00	1	EA	$ 1,000.00		1	$ 1,000.00	$ -
17	4" BACKFLOW ASSEMBLY WATTS SERIES 909/909 RPDA (COMPLETE)	$ 5,000.00	1	EA	$ 5,000.00		1	$ 5,000.00	$ -
18	CUT & REPAIR ASPHALT	$ 500.00	3	EA	$ 1,500.00		3	$ 1,500.00	$ -
TOTAL WATER DISTRIBUTION SYSTEM:					**$ 103,292.50**			**$ 101,312.50**	**$ -**

ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT	EST. QTYS.	UNIT	SCHEDULED VALUE	WORK COMPLETED (Current Period)	WORK COMPLETED (Cummulative)	TOTAL COMPLETED	RETAINAGE
II. Sanitary Sewer Collection System (City of Edinburg)									
1	8" P.V.C. SDR-26	$ 14.00	650	LF	$ 9,100.00		540	$ 7,560.00	$ -
2	MANHOLE	$ 2,000.00	5	EA	$ 10,000.00		5	$ 10,000.00	$ -
3	6" SERVICE CONNECTION (LONG)	$ 500.00	1	EA	$ 500.00		1	$ 500.00	$ -
4	8" PLUG	$ 250.00	1	EA	$ 250.00		1	$ 250.00	$ -
5	TRENCH SAFETY PROTECTION	$ 1.00	650	LF	$ 650.00		540	$ 540.00	$ -
6	CUT & REPAIR ASPHALT	$ 200.00	1	EA	$ 200.00		1	$ 200.00	$ -
7	TIE INTO EXIST MANHOLE	$ 700.00	1	EA	$ 700.00		1	$ 700.00	$ -
8	16" P.V.C. CASING	$ 30.00	40	LF	$ 1,200.00		40	$ 1,200.00	$ -
9	BACKFILL & COMPACTION AS PER EDINBURG	$ 4.00	650	LF	$ 2,600.00		650	$ 2,600.00	$ -
TOTAL SANITARY SEWER COLLECTION SYSTEM (CITY OF EDINBURG)					**$ 25,200.00**			**$ 23,550.00**	**$ -**
III. Drainage Improvements									
1	18" R.C.P.	$ 20.00	700	LF	$ 14,000.00		652	$ 13,040.00	$ -
2	TYPE "A" INLET	$ 2,000.00	3	EA	$ 6,000.00		3	$ 6,000.00	$ -
3	18" CONCRETE HEADWALL	$ 2,500.00	1	EA	$ 2,500.00		1	$ 2,500.00	$ -
4	EROSION CONTROL	$ 5,000.00	1	LS	$ 5,000.00		1	$ 5,000.00	$ -
5	10" P.V.C. BLEEDER LINE	$ 14.00	1,300	LF	$ 18,200.00		1,200	$ 16,800.00	$ -
6	10" 90° BEND	$ 250.00	3	EA	$ 750.00		3	$ 750.00	$ -
7	10" CONCRETE RIP-RAP	$ 500.00	1	EA	$ 500.00		1	$ 500.00	$ -
8	10" 45° BEND	$ 250.00	1	EA	$ 250.00		1	$ 250.00	$ -
9	10" X 8" REDUCER	$ 250.00	1	EA	$ 250.00		1	$ 250.00	$ -
10	TIE INTO EXIST TX-DOT INLET	$ 750.00	1	EA	$ 750.00		1	$ 750.00	$ -
11	6.0' CHAIN LINK FENCE	$ 15.00	800	LF	$ 12,000.00		800	$ 12,000.00	$ -
12	6.0' CHAIN LINK GATE	$ 1,000.00	2	EA	$ 2,000.00		2	$ 2,000.00	$ -
TOTAL DRAINAGE IMPROVEMENTS:					**$ 62,200.00**			**$ 59,840.00**	**$ -**

ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT	EST. QTYS.	UNIT	SCHEDULED VALUE	WORK COMPLETED (Current Period)	WORK COMPLETED (Cummulative)	TOTAL COMPLETED	RETAINAGE
IV. Paving Improvements (Parking Lot)									
1	18" CURB & GUTTER	$ 11.40	2,000	LF	$ 22,800.00	2,000	2,000	$ 22,800.00	$ -
2	4.0' CONCRETE VALLEY GUTTER	$ 39.00	150	LF	$ 5,850.00	150	150	$ 5,850.00	$ -
3	6" P.V.C. CASING	$ 10.00	400	LF	$ 4,000.00		400	$ 4,000.00	$ -
TOTAL PAVING IMPROVEMENTS (PARKING LOT):					**$ 32,650.00**			**$ 32,650.00**	**$ -**
TOTAL CONTRACT AMOUNT WITH CHANGE ORDERS:								**$ 217,352.50**	**$ -**

NOTE: Items highlighted in RED have been changed via Change Orders No. 1 and 2

AI-28030 **12. C.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance, and approval of payment of Change in Services Invoice No. 4 in the amount of $14,509.55 and Invoice No. 5 in the amounts of $7,259.46 from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building"-C-08-131-08-07.

BACKGROUND

10% Fee- "a reimbursable fee the architect is allowed to charge under their contract"

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

CO,2006-ADM BLDG-100 E CANO-BLDG ADD & R
Available funds in p.o.# 609342 pending a p.o. increase. See attached.

Attachments

AGADC Chg In Svcs Inv. 4

AGADC Chg In Svcs Inv. 5

p.o. increase

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 09:11 AM
Budget & Management	Merlen P. Munoz	09/15/2011 09:21 AM
Rosalinda Cantu	Rosie Cantu	09/15/2011 11:39 AM
Auditor's Office	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Moises Salazar Started On: 08/11/2011

Final Approval Date: 09/15/2011

Alcócer Garcia Associates Inc.

1333 East Jasmine Avenue McAllen, Texas 78501 210.618.2007

LETTER OF TRANSMITTAL

DATE: 3 - 14 - ~~10~~ 11

TO: Hidalgo County Purchasing Department
c/o Moises Salazar

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING
100 E. CANO ST., EDINBURG, TEXAS

We are sending you: **X Attached** **X As listed below**

Shop drawings | Blue line prints | Prelim plans | Specifications

Submittals | Product samples | Documents | Correspondence

Copies	Date	Number	Description
1			AGADC Invoice Number Four - Change in Services to Include Asbestos Management Consultant Services

These are transmitted as checked below:

X For your use For your approval For distribution X For your records

As requested Re-submit **X For processing**

Remarks:

By: George A. Garcia
Project Architect

RECEIVED
MAR 25 2011
BY 8:40a

AGA, INC.
ALCÓCER GARCIA ASSOCIATES
1333 EAST JASMINE AVENUE
MCALLEN, TEXAS 78501

INVOICE FOR SERVICES

INVOICE NUMBER : **FOUR** - **CHANGE IN SERVICES**
(NOT PART OF BASIC SERVICES)

DATE: MARCH 14, 2011

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING, 1ST & 2ND FLOORS
100 E. CANO ST., EDINBURG, TEXAS

TO: COUNTY OF HIDALGO, TEXAS
C/O HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUS. HWY 281
EDINBURG, TEXAS

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

THIS INVOICE FOR:
ASBESTOS ABATEMENT PROJECT MANAGEMENT, 1ST & 2ND FLOORS. APPROVED BY COMMISSIONER'S COURT ON NOVEMBER 18,2008.

COMPLETION OF RABA-KISTNER ASBESTOS ABATEMENT MANAGEMENT SERVICES, ORIGINAL TASKS I & 2

DIRECT COST.....$ 13,190.55
+ 10%..... 1,319.00
TOTAL DUE THIS INVOICE.....$ 14,509.55

(COPY OF RABA-KISTNER INVOICE ATTACHED)

PLEASE REMIT PAYMENT TO
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. JASMINE AVENUE
MCALLEN, TEXAS 78501
EIN: 26 42 62 500

THANK YOU,
AGADC

George A. Garcia
Project Architect

RECEIVED
MAR 25 2011
B. 08 8:40 a

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :S111668

Engineering * Testing * Environmental * Facilities * Infrastructure

BILLING DATE :
3/2/2011

PROJECT :
ASF0827100
100 West McIntyre St., Edinburg, TX

CLIENT :
10C04960 County of Hidalgo Purchasing Dept

Raba Kistner

Mr. Eduardo Alcocer
Alcocer Garcia Associates, Inc.
13333 E. Jasmine
McAllen, TX 78501

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

INVOICE SUMMARY INFORMATION

Proposal #: PSF08-516-00

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 2/26/2011

PHASE : **** -- CLIENT SERVICES PHASE

TASK : 2000 -- Project Mgmt/Inspect/Monitoring Cost	13,190.55
TOTAL : **** -- CLIENT SERVICES PHASE	13,190.55
AMOUNT DUE THIS INVOICE **	13,190.55

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: RODNEY V. MOORE
CLIENT PHONE: 956-618-2007

RECEIVED
MAR 25 2011
By

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
PLEASE PAY FROM THIS INVOICE.

AP Feb-11

AGA
Alcócer García Associates
Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

MCALLEN TX 785
15 MAR 2011 PM 2 T



RECEIVED
MAR 25 2011
BY 8:40

County of Hidalgo, Texas
c/o Moises Salazar
Hidalgo County Purchasing Department
2812 S. Bus. Hwy 281
Edinburg, TX

78541X9999

AGA, INC.
ALCÓCER GARCIA ASSOCIATES
1333 EAST JASMINE AVENUE
MCALLEN, TEXAS 78501

INVOICE FOR SERVICES

INVOICE NUMBER : **FIVE** - **CHANGE IN SERVICES** (FINAL)

(NOT PART OF BASIC SERVICES)

DATE: MAY 5, 2011

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING, 1ST & 2ND FLOORS
100 E. CANO ST., EDINBURG, TEXAS

TO: COUNTY OF HIDALGO, TEXAS
C/O HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUS. HWY 281
EDINBURG, TEXAS

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

THIS INVOICE FOR:
ASBESTOS ABATEMENT PROJECT MANAGEMENT, 1ST & 2ND FLOORS. APPROVED BY COMMISSIONER'S COURT ON NOVEMBER 18,2008.

COMPLETION OF RABA-KISTNER ASBESTOS ABATEMENT MANAGEMENT SERVICES ORIGINAL TASKS I & 2, PLUS COMPLETION OF TASK 2 EXTRA INSPECTION/MONITORING SERVICES .

DIRECT COST.....$	6,599.51
+ 10%.....	659.95
TOTAL DUE THIS INVOICE.....$	7,259.46

(COPY OF RABA-KISTNER INVOICE# S111952 ATTACHED)

PLEASE REMIT PAYMENT TO
ALCÓCER GARCIA ASSOCIATES, INC.
1333 E. JASMINE AVENUE
MCALLEN, TEXAS 78501
EIN: 26 42 62 500

THANK YOU,
AGADC

George A. Garcia
Project Architect

Old Adm. Bldg
Alma 5/26/11

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :S111952

Engineering * Testing * Environmental * Facilities * Infrastructure

BILLING DATE :
4/7/2011

PROJECT :
ASF0827100
100 West McIntyre St., Edinburg, TX

CLIENT :
A09887 Alcocer & Associates

Raba Kistner

Mr. Eduardo Alcocer
Alcocer & Associates
1333 E. Jasmine
McAllen, TX 78501

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

INVOICE SUMMARY INFORMATION

Proposal #: PSF08-516-00
per approved increase budget $5915.00 per Proposal No. PSF11-083-00

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 4/2/2011

PHASE : **** -- CLIENT SERVICES PHASE	
TASK : 2000 -- Proj. Mgmt/Inspect/Monitoring Cost	6,59951
TOTAL : **** -- CLIENT SERVICES PHASE	6,599.51
AMOUNT DUE THIS INVOICE **	6,599.51

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: RODNEY V. MOORE
CLIENT PHONE: 956-618-2007

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	$ 6,599.51
Total of Previous Invoices - Currently Unpaid	13,190.55
Total Due And Payable	$ 19,790.06

Okay Comptroller

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
AP Apr11 **PLEASE PAY FROM THIS INVOICE.**

Alcócer Garcia Associates Inc.
1333 East Jasmine Avenue McAllen, Texas 78501 210.618.2007

LETTER OF TRANSMITTAL



DATE: 5/16/-11

TO: Hidalgo County Purchasing Department
c/o Moises Salazar

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING
100 E. CANO ST., EDINBURG, TEXAS

We are sending you: **X Attached** **X As listed below**

Shop drawings | Blue line prints | Prelim plans | Specifications

Submittals | Product samples | Documents | Correspondence

Copies	Date	Number	Description
2			AGADC Invoice Number Five- Change in Services to Include Asbestos Management Consultant Services

These are transmitted as checked below:

X For your use For your approval For distribution X For your records

As requested Re-submit **X For processing**

Remarks:---

By: George A. Garcia
Project Architect

COPY

AGA, INC.
ALCOCER GARCIA ASSOCIATES

March 14, 2011

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539

Project: Asbestos Abatement, 1st and 2nd Floors, Former Administration Building
Contractor: R. L. Abatement, Inc.

Dear Mrs Salazar,

R. L. Abatement has completed their work in accordance with their bid and the abatement contract.

During the pre-bid walk-thru, attended by interested bidders, County representatives, and the Raba-Kistner representative, there were two office areas that were occupied by County personnel. These two areas were not available for the bidders to inspect and to get their quantities estimates. The bidders were instructed to not include these 'off-limits' rooms in their bids. The bids were submitted accordingly. Later, at the pre-construction meeting held on 6-24-10, the 'off-limits' areas were reported to remain occupied, with no date scheduled for vacating these rooms.

The amendment to the R. L. Abatement contract for extra work did not involve work at the 'off-limits areas. To-date, a part of the 'off-limits' area is still occupied.

We have contacted Raba-Kistner to discuss options available at this time, meanwhile, we recommend that payment be made to R. L. Abatement.

Sincerely,

✓

George A. Garcia,
Project Architect

encl

AGA, INC. 1333 E Jasmine Ave. McAllen, Texas, 78501 956-618-2007 / Fax 956-618-2008

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: BUILDINGS & GROUNDS Purchase Order Number 609342
Contact Name: DANIEL FLORES Increase # 2 for this Purchase Order
Telephone # _____ Procurement Method:

❑ Contract #_____

TO: Vendor Number: 229555 ❑ Cooperative Awarded Vendor
Vendor Name: ALCOCER GARCIA ASSOCIATES (TBPC State Award, TCPN, TASB-Buybo
Address: 1333 E.JASMINE AVE 0.00 (verbal quotes)
MCALLEN TX 78501

(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase		207,970.00
		INVOICE NUMBER (4) FOUR-**CHANGE IN SERVICES.** TOTAL DUE THIS INVOICE $14,509.55 REMODEL OF OLD ADM.BUILDING. 1ST & 2ND FLOORS (Asbestos Abatement Project) C.COURT 11-08-08 INVOICE NUMBER: (5)-**FINAL** TOTAL DUE THIS INVOICE $ 7,259.46		
		Amount of Increase Request		21,769.01
		TOTAL AMOUNT		229,739.01

Account Number 1-1336-419-40-220-043-0-452
Increase to pay Alcocer Garcia invoices for completion of Raba-Kistners Asbestos Abatement services. original tasks 1&2 plus completion of task 2 extra inspection/monitoring services as required

Authorization: _____ Department Head — 9/15/11 Date

Reviewed by: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

AI-28611 **12. D.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Martha L. Salazar Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to enter into broadcasting agreements (if applicable) to air Operation Clean Slate ads with the following TV Stations:

1. KTLM-T40 Telemundo (Channel 2)-$500.00;
2. KNVO-UNIVISION 48 (Channel 3)-$500.00
3. KNVO-UNIVISION 48 Alegre Despertar-$435.00
3. KTFV-UNIVISION 48-$455.00
4. KGBT- Channel 4-$510.00;
5. KRGV- Channel 5-$$540.00;
6. FOX 2 News (XRIO-Cable 6)-$500.00;
7. KVEO-NEWS CENTER 23 (NBC) (Channel 8)-$500.00 along with completion and submission of an Application for Credit;

including authority for County Judge, Court Member to execute documents.

BACKGROUND

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:

$16,125.00 available funds in account as of 09-15-11.

Attachments

CONTRACTS

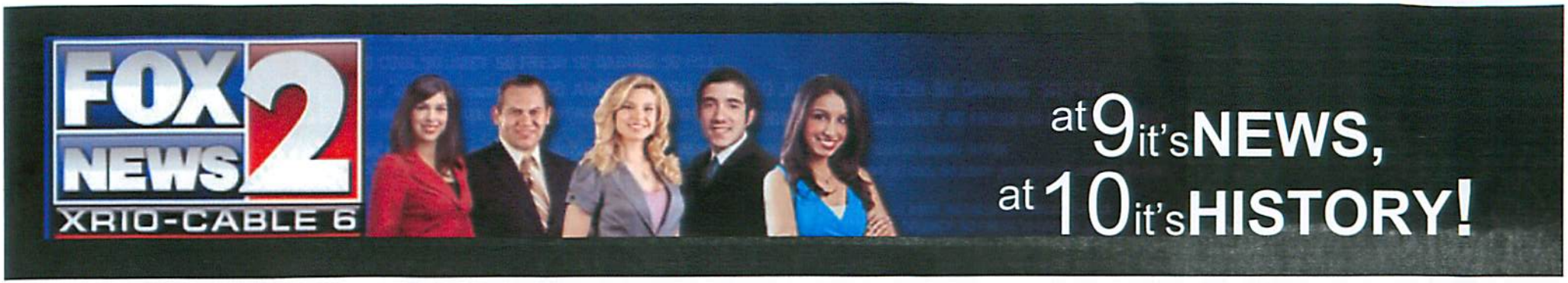
CREDIT APP.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 03:12 PM
Budget & Management	Merlen P. Munoz	09/15/2011 03:18 PM
Rosalinda Cantu	Rosie Cantu	09/15/2011 04:43 PM
Auditor's Office	Arcilia Duran	09/16/2011 10:42 AM
Purchasing Department	Marty Salazar	09/16/2011 12:15 PM

Form Started By: Marty Salazar Started On: 09/15/2011 02:27 PM

Final Approval Date: 09/16/2011



FOX NEWS at 9pm

with Octavio Saenz, Belen DeLeon and Rigo Montenegro

PROGRAM	TIME	Len.	TOTAL SPOTS
FOX News @ 9	M-F 9p-9:30p	:30	5X
ROS (Added Value)	M-F 6a-12m	:30	5X
TOTALS:			10x

Total Spots: 10x

Monthly Investment: $500

Authorized Signature Date

Entravision Date

TERMS AND CONDITIONS: *Limited Availability. Production costs not included with package. Non-Cancelable. Audio $50 fee. Station reserves right to discontinue package*

KGBT 4 On-Air Strategy

	Rate $$	Unit Dur	DP Code	Unit/ Wk	Unit Tot
Harlingen-Wslco-Brnsvl-Mca Feb11 DMA Nielsen	$510				15
KGBT-TV	$510				15
M-F 5a-7a	$35	30	EM	1	3
M-F 4p-5p	$45	30	EF	1	3
Sa 6p-6:30p	$70	30	N	0	2
Su 5:30p-6p	$65	30	N	0	2
M-Su 5a-12m	$	30	RT	1	5
Total	$510				15

UNIVISION 48 McALLEN

TELEFUTURA RIO GRANDE VALLEY

Operation Clean State

Advertiser: HIDALGO COUNTY PUBLIC AFFAIRS
Agency:
Buyer: MICHELLE VILLARREAL
Length(s): :30
Proposal #: 22375
Market [Rank]: HARLINGEN-WSLCO-BROWNSVILLE--MCALLEN [87]
Books: May-11
Flight Dates: 09/15/11 - 09/29/11

Station Contact:
Name: Melba Gutierrez
Phone: (956) 687-4848
Fax:
Email: mgutierrez@entravision.com

Program DP Days Time	Rate Weeks	Sep 15	Sep 19	Sep 26	Cost Spots	W2554 RTG CPP
KNVO						
Alegre Despertar	**$65**	1	1	1	$195	0.5
M M-F 5:00A- 6:00A	3				3	$130.00
Program Comments: Hosted Marcos Valdes						
ROS 5am-2am	**$80**	1	1	1	$240	2.7
X M-Su 5:00A- 2:00A	3				3	$29.63
ROS 5am-2am PSA	**$0**	1	2	1		2.7
X M-Su 5:00A- 2:00A	3				4	
Program Comments: BONUS PSA						
Weekly Subtotals		3	4	3	$435	
					10	

KNVO Television Subtotals	Spots	Cost	GRP/GI	CPP/CPM	Reach	Frequency
W2554R	10	$435	20.40	$21.32	15.33	1.33

Program DP Days Time	Rate Weeks	Sep 15	Sep 19	Sep 26	Cost Spots	W2554 RTG CPP
KTFV						
ROS 5am-2am	**$20**	1	1	1	$60	0.6
X M-Su 5:00A- 2:00A	3				3	$33.33
ROS 5am-2am PSA	**$0**	1	1	1		0.6
X M-Su 5:00A- 2:00A	3				3	
Program Comments: BONUS PSA						
ROS 9am-5pm	**$5**	-	1	-	$5	0.4
X Sa-Su 9:00A- 5:00P	1				1	$12.50
Weekly Subtotals		2	3	2	$65	
					7	

KTFV Television Subtotals	Spots	Cost	GRP/GI	CPP/CPM	Reach	Frequency
W2554R	7	$65	4.00	$16.25	3.71	1.08

Demo breakdown:	Spots	Cost	GRP/GI	CPP/CPM	Reach	Frequency	Net Reach	Population
W2554R	17	$500	24.40	$20.49	17.31	1.41	40,911	236,343

Dayparts: D - DAYTIME; M - MORNING; X - ROS

Client Signature: _____ Date: _____

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THE COUNTY OF HIDALGO PROPOSAL REVISION 2

Robin Lillard

Advertiser: THE COUNTY OF HIDALGO
Advertiser Product: FINES AND FEES
Spot Length(s): :30
Plan Number: 2578
Buyer: MICHELLE VILLARREAL

Acct. Exec: Robin Lillard
Phone #: 956-686-2300
Email: robinl@kveo.com

Flight Dates: 09/15/2011-09/28/2011

Station / Program / Length Time	SE 15	SE 19	SE 26	Wks	Rate	Spots
KVEO						
TODAY SHOW :30 Mo-Fr 7:00a-9:00a	2	4	2	3	$30.00	8
THE TONIGHT SHOW W/JAY L :30 Mo-Fr 10:30p-11:30p	1	2	1	3	$65.00	4
DAYPART ROTATOR :30 Mo-Su 5:00a-5:00a	7	7	7	3	$0.00	21
KVEO Totals	10	13	10		$500.00	Spts: 33

Approved by: _____

General Summary

Name	Spots	Cost	Grps	Grimps	Reach	Freq	3+ Reach	CPP	CPM	Net Reach	Population	
KVEO	33	$500	46.7	168.4	22.8	2.0	10.8	$10.71	$2.97	81,250	356,010	

Prepared with OneDomain MediaOffice - Version 6.19b - Copyright 2011 © OneDomain, Inc.
Data © Nielsen Company

Hidalgo County PSA

September 2011

Day/Time	Show	# Spots
9a-5p Rotator	Daytime Rotator	9
M-Sun 8a-12a	RTV Classic TV Cable 877 / 5.3	30

36 (:30) commercials
Your Investment Monthly: $540
September 2011

Mon	Tues	Wed	Thurs	Fri
12	13	14	15 6a-2a 1x RTV 3x	16 RTV 3x
19 6a-2a 1x RTV 3x	20 RTV 3x	21 6a-2a 1x RTV 3x	22 6a-2a 1x	23 6a-2a 1x RTV 3x
26 RTV 3x	27 6a-2a 1x RTV 3x	28 6a-2a 1x RTV 3x	29 6a-2a 1x RTV 3x	30 6a-2a 1x

Approved by: _____ Date _____

All spots subject to preemption.



KTLM-TV Tr40 TELEMUNDO

PSA's CO HIDALGO 2011 REV#3

Advertiser: Hidalgo County Fines and Fees Collection Campaign
Agency:
Buyer: Michelle Villarreal
Length(s): :30
Proposal #: 235603
Market [Rank]: HARLINGEN-WSLCO-BROWNSVILLE--MCALLEN [87]
Flight Dates: 09/15/11 - 10/02/11
Note: Telemundo will match the amount of commercials with PSA's for this schedule. Commercials are :30 seconds in lenght.

Station Contact:
Name: Heydi Amador
Phone: (956) 686-0040
Fax:
Email: hamador@ktlm-tv.com

Program DP Days Time	Weeks	Sep 15	Sep 26	Spots	A18+ RTG	A1849 RTG		
KTLM								
Entire Day Rotators		4	5		1.9	2.0		
X M-F 6:00A-12:00A	2			9				
ROTATOR on Tr3s 40.3		6	7		1.5	1.6		
D M-Su 6:00A-12:00A	2			13				
Buenos Dias Frontera INTERVIEW		-	1		0.3	0.4		
D M-F 10:30A-11:00A	1			1				
Weekly Subtotals		10	13	$500				
				23				

Demo breakdown:	Spots	Cost	GRP/GI	CPP/CPM	Reach	Frequency	Net Reach	Population
A18+R	23	$500	36.90	$13.55	24.15	1.53	194,489	805,337
A1849R			39.20	$12.76	25.09	1.56	132,046	526,290

Length breakdown:	Spots	Spots %	Cost	Cost %	GRP/GI	GRP/GI %	CPP/CPM
30	23	100%	$500	100%	36.90	100%	$13.55

Dayparts: D - DAYTIME; M - MORNING NEWS; X - ROS

Client Signature: _____ Date: _____

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TO OPEN YOUR ACCOUNT WITH KVEO-TV / NBC 23

SCHEDULE DATES **AMOUNT** **ACCOUNT EXECUTIVE**

Start: _____ End: _____ $ _____ Name: _____

AGENCY OR OTHER CUSTOMER

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____

Federal ID #: _____

Billing Contact:

Name: _____ Phone: _____

Business Type: CORPORATION ___ PROPRIETORSHIP ___ PARTNERSHIP _ __

President: _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____

Who will Pay? ADVERTISER ___ AGENCY _ __

MEDIA REFERENCES (If no media references, please provide other verifiable credit references)

1. Name: _____

Address: _____

Contact: _____ Phone #: _____

2. Name: _____

Address: _____

Contact: _____ Phone #: _____

3. Name: _____

Address: _____

Contact: _____ Phone #: _____

BANK REFERENCE

Name: _____

Address: _____

Contact: _____ Phone #: _____

Account #: _____

AUTHORIZATION TO RELEASE CREDIT INFORMATION

Please be advised I have a credit account with your firm and hereby request that a report of my credit history with you be forwarded to KVEO-TV/ NBC 23.

AUTHORIZED SIGNATURE: _____

Title: _____ **Date:** _____

AGENCY _ __ ADVERTISER ____ OTHER ____

AI-28594 **12. E.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Yoli Cisneros Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2:
Requesting approval of Invoice #3041 for R. Gutierrez Engineering Corporation, #C-03-167-06-03 in the amount $59,891.46 for McColl Road II (Dicker Road to Orangewood-Rancho Blanco-Road) Project.

BACKGROUND

PO #538482

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-028-0-731

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

BUDGETARY IMPACT:

PO #538482 available balance is $931.00

** see transfer AI-28596 for $70,000.00

Attachments

Inv.#3041

PO Increase

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 10:07 AM
Budget & Management	Merlen P. Munoz	09/15/2011 10:19 AM
Roland Garcia	Rolando Garcia	09/15/2011 11:32 AM
Auditor's Office	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Yolanda Cisneros Started On: 09/14/2011 05:01 PM

Final Approval Date: 09/15/2011

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 3041
Wednesday, August 31, 2011

Invoice

To: Hidalgo County Precinct No. 2
300 W. Hall Acres
Suite G
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG03.024b McColl Rd.II (Dicker Road to Orangewood (Rancho Blanco) Road)

Professional Services for the Period: 4/1/2011 to 8/31/2011

Billing Group: 01 *Phased Fixed Fee*

Basic Contract and Additional Services

Contract #: *C-03-167-06-03(WA's #1,3,4,5)(PO#538482)*

Billing Fee: $902,170.92

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Part I - Preliminary Engineering	290,104.82	100.00	290,104.82	268,866.72	21,238.10
Part II - Environmental Assessment	50,300.00	100.00	50,300.00	50,300.00	0.00
Part III - Right-of-Way Map	23,000.00	100.00	23,000.00	23,000.00	0.00
Part IV - Plans, Specifications & Estimate	538,766.10	98.25	529,327.71	490,674.35	38,653.36
			Total Phases:		***$59,891.46***

INVOICE RECEIVED BY: Jennifer Dalla ON 8/31/11
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 8/31/11

Phase Billing Totals: ***$59,891.46***

Billing Group Subtotal: 59,891.46

Project Totals:

****** Total Project Invoice Amount:*** ***$59,891.46***

Ramiro Gutierrez
President

PO # 538482
1-1200-431-00-122-028-0-731
Req # 52631

R. GUTIERREZ ENGINEERING CORP.
SUMMARY

FEE SUMMARY

McColl Road II
Orangewood Dr. to Dicker Rd.

MCCOLL ROAD II (DICKER TO ORANGEWOOD)

TASK	CONTRACT AMOUNT ($)	AMOUNT WORK DONE (%)	WORK DONE TO DATE ($)	AMOUNT PREVIOUSLY INVOICED ($)	AMOUNT OF THIS INVOICE ($)
PART I - PRELIMINARY ENGINEERING (35% of Total Fee)	**June 2003 Contract, WA#4, PO#**				
SETTING PANELS FOR FLIGHT (20% of Prelim Eng Fee)	$50,822.10	100%	$50,822.10	$46,574.48	$4,247.62
PHOTOGRAMMETRY (10% of Prelim Eng Fee)	$25,411.05	100%	$25,411.05	$23,287.24	$2,123.81
ADD'L FIELD SURVEYING (10% of Prelim Eng Fee)	$25,411.05	100%	$25,411.05	$23,287.24	$2,123.81
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	$152,466.31	100%	$152,466.31	$139,723.45	$12,742.86
SUB-TOTAL (Prelim Eng Fee)	**$254,110.51**	**100%**	**$254,110.51**	**$232,872.41**	**$21,238.10**
PART II - ENVIRONMENTAL ASSESSMENT (Add'l Services)	**June 2004 Contract, WA#1, PO#**				
ENVIRONMENTAL ASSESSMENT	$36,300.00	100%	$36,300.00	$36,300.00	$0.00
PUBLIC INVOLVEMENT	$6,000.00	100%	$6,000.00	$6,000.00	$0.00
SUB-TOTAL (Environmental Assessment Fee)	**$42,300.00**	**100%**	**$42,300.00**	**$42,300.00**	**$0.00**
PART III - RIGHT-OF-WAY MAP (Add'l Services)	**June 2003 Contract, WA#4, PO#**				
DEVELOP PARCELS & R.O.W. MAP	$23,000.00	100%	$23,000.00	$23,000.00	$0.00
SUB-TOTAL (R.O.W. Map Fee)	**$23,000.00**	**100%**	**$23,000.00**	**$23,000.00**	**$0.00**
PART IV - PLANS, SPECIFICATIONS & ESTIMATE (65% of Total Fee)	**June 2004 Contract, WA#5, PO#538482**				
30% Plans Submittal (30% of PS&E Fee)	$141,575.86	100%	$141,575.86	$129,743.20	$11,832.66
60% Plans Submittal (30% of PS&E Fee)	$141,575.86	100%	$141,575.86	$129,743.20	$11,832.66
90% Plans Submittal (30% of PS&E Fee)	$141,575.86	100%	$141,575.86	$129,743.20	$11,832.66
100% Plans Submittal (10% of PS&E Fee)	$47,191.95	80%	$37,753.56	$34,598.18	$3,155.38
SUB-TOTAL (Prelim Eng Fee)	**$471,919.53**	**98%**	**$462,481.14**	**$423,827.78**	**$38,653.36**
TOTAL	**$791,330.04**	**99%**	**$781,891.65**	**$722,000.19**	**$59,891.46**

R. GUTIERREZ ENGINEERING CORP.
SUMMARY

FEE SUMMARY

McColl Road III
Military to 0.5 Mi. South

MCCOLL ROAD III (MILITARY TO 0.5 MI. SOUTH)

TASK	CONTRACT AMOUNT ($)	AMOUNT WORK DONE (%)	WORK DONE TO DATE ($)	AMOUNT PREVIOUSLY INVOICED ($)	AMOUNT OF THIS INVOICE ($)
PART I - PRELIMINARY ENGINEERING (35% of Total Fee)	**C-06-251-08-15, WA#2, PO#**				
SETTING PANELS FOR FLIGHT (20% of Prelim Eng Fee)	$7,198.86	100%	$7,198.86	$7,198.86	$0.00
PHOTOGRAMMETRY (10% of Prelim Eng Fee)	$3,599.43	100%	$3,599.43	$3,599.43	$0.00
ADD'L FIELD SURVEYING (10% of Prelim Eng Fee)	$3,599.43	100%	$3,599.43	$3,599.43	$0.00
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	$21,596.59	100%	$21,596.59	$21,596.59	$0.00
SUB-TOTAL (Prelim Eng Fee)	**$35,994.31**	**100%**	**$35,994.31**	**$35,994.31**	**$0.00**
PART II - ENVIRONMENTAL ASSESSMENT (Add'l Services)	**C-05-229-06-21, WA#3, PO#**				
ENVIRONMENTAL ASSESSMENT	$6,000.00	100%	$6,000.00	$6,000.00	$0.00
PUBLIC INVOLVEMENT	$2,000.00	100%	$2,000.00	$2,000.00	$0.00
SUB-TOTAL (Environmental Assessment Fee)	**$8,000.00**	**100%**	**$8,000.00**	**$8,000.00**	**$0.00**
PART III - RIGHT-OF-WAY MAP (Add'l Services)	**N/A**				
DEVELOP PARCELS & R.O.W. MAP	$0.00	100%	$0.00	$0.00	$0.00
SUB-TOTAL (R.O.W. Map Fee)	**$0.00**	**100%**	**$0.00**	**$0.00**	**$0.00**
PART IV - PLANS, SPECIFICATIONS & ESTIMATE (65% of Total Fee)	**C-06-251-08-15, WA#2, PO#**				
30% Plans Submittal (30% of PS&E Fee)	$20,053.97	100%	$20,053.97	$20,053.97	$0.00
60% Plans Submittal (30% of PS&E Fee)	$20,053.97	100%	$20,053.97	$20,053.97	$0.00
90% Plans Submittal (30% of PS&E Fee)	$20,053.97	100%	$20,053.97	$20,053.97	$0.00
100% Plans Submittal (10% of PS&E Fee)	$6,684.66	100%	$6,684.66	$6,684.66	$0.00
SUB-TOTAL (Prelim Eng Fee)	**$66,846.57**	**100%**	**$66,846.57**	**$66,846.57**	**$0.00**
TOTAL	**$110,840.88**	**100%**	**$110,840.88**	**$110,840.88**	**$0.00**

R. Gutierrez Engineering Corporation

Statement of Probable Cost

Description: Plan Estimate
Project: McColl Road
By: Ramiro Gutierrez, P.E.
Date: 8/30/2011

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
OFF-SITE DRAIN DITCH					
110	Excavation (channel)	CY	70562.00	$3.50	$246,967.00
132	Embankment channel	CY	7211.00	$5.50	$39,660.50
400	Cem. Stabil Bkfl	CY	356.00	$32.00	$11,392.00
400	Cut & Restore Pav't	SY	60.00	$30.00	$1,800.00
402	Trench Excav Protection	LF	296.00	$2.00	$592.00
409	Prestressed Conc Piling (16")	LF	60.00	$200.00	$12,000.00
420	Aerial Support Pipe Beam Assembly	EA	2.00	$1,800.00	$3,600.00
421	Concrete Pipe Support Collar	EA	2.00	$2,200.00	$4,400.00
432	Conc. Rip-Rap CL "B"-5"	CY	369.00	$260.00	$95,940.00
462	Conc. Box (8'x8')	LF	192.00	$450.00	$86,400.00
464	RC Pipe (Sewer)(CL III)(18 IN)(SPL)	LF	290.00	$28.00	$8,120.00
464	RC Pipe (Sewer)(CL III)(60 IN)(SPL)	LF	104.00	$130.00	$13,520.00
465	Inlet (TY) "C"	EA	3.00	$2,400.00	$7,200.00
502	Barricades, Signs & Traffic Handling	MO	4.00	$2,000.00	$8,000.00
506	Const Exit (Install)	SY	156.00	$16.00	$2,496.00
506	Const Exit (Remove)	SY	156.00	$8.00	$1,248.00
4035	Irrig Pipe (15") (PVC)	LF	360.00	$32.00	$11,520.00
4061	Irrig Standpipe (18")	LF	32.00	$36.00	$1,152.00
4061	Irrig Valve (15")	EA	2.00	$2,400.00	$4,800.00
5049	Steel Pipe (28") (Sch 40)	LF	90.00	$190.00	$17,100.00
				TOTAL	**$577,907.50**

UPDATED ESTIMATE

USE FOR INVOICING

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: **538482**
Increase # 11 for this Purchase Order
Procurement Method:

- ❑ Contract # C-09-419-10-27
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 234443
Vendor Name: R. Gutierrez Engineering Corp
Address: 130 E. Park Ave.
Pharr, Texas 78577

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$194,172.46
1	Each	Engineering services for McColl Road Project	$70,000.00	$70,000.00
		AFTER APPROVAL SEND COPY TO COUNTY AUDITOR'S OFFICE TO THE ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$70,000.00
		TOTAL AMOUNT		***$942,375.99***

Account Number: **1-1200-431-00-122-028-0-731**

Reason: Increase needed to cover additional parcel payment.

Authorization: _____ September 14, 2011
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-28367 **12. F.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:
Requesting authority to enter into a (12) month renewal support maintenance agreement for (2) i2 Analyst's Notebook with i2 Inc. for the Sheriff's Department through requisition #201880 for the amount of $906.00 ea./yr., in the total amount of $1812.00 both/year from 10/01/2011-09/30/2012.(1-1100-421-00-280-001-0-336)

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:

Amount available for requisition# 201880 as of 9-14-11 $1,812.00 for i2 Inc.

Attachments

i2

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2011 03:33 PM
Manuel Chapa	Manuel Chapa	09/14/2011 02:55 PM
Auditor's Office	Arcilia Duran	09/15/2011 09:33 AM
Purchasing Department	Marty Salazar	09/15/2011 09:35 AM

Form Started By: Tanya Delira Started On: 08/31/2011 04:21 PM

Final Approval Date: 09/15/2011

293 47
9/13/11

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00201880
PO #
Date: 08/31/11

Bill To: x
x

Vendor : 255319
i2 INC.
1430 SPRING HILL ROAD SUITE 600
MCLEAN VA 22102
FAX (703)921-0196

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	I2 ANALYSTS NOTEBOOK ENGLISH SUPPORT, 10/01/2011 - 09/30/2011 ITEM# 73918	906.00	906.00
1.00	YEAR	I2 ANALYSTS NOTEBOOK ENGLISH SUPPORT, 10/01/2011 - 09/30/2011, ITEM# 70304	906.00	906.00
		Account No	Encumbrance	
		1-1100-421-00-280-001-0-336	1,812.00	
			Freight	.00
			Total	1,812.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Annual Support Program – Commercial Quote

Date: 8/26/2011

To: Myra Montoya
Hidalgo County Sheriffs Department
711 El Cibolo Rd
Edinburg, TX 78539

Quote Reference SF022665
Re: Support & Maintenance Annual Renewal
Contract: HDLGO002_10.1A

Quantity	Dongle	Product Name	Start Date	End Date	Months	Unit Price	Total Price
1	73918	i2 Analyst's Notebook English Support	10/1/2011	9/30/2012	12	USD 906.00	USD 906.00
1	70304	i2 Analyst's Notebook English Support	10/1/2011	9/30/2012	12	USD 906.00	USD 906.00
		** See Terms			**Total (excluding tax)**		**USD 1,812.00**

***For Shipments to AZ, CA, DC, FL, GA, MD, NJ, NY, OH, VA, WA and WV: Please Add Appropriate Tax or include Tax Exempt Certificate**

Note: For California renewals; per regulation 1502, support is taxed at half of the taxable jurisdiction rate.

Software Warranty and Annual Support Program *(See i2 Software License Agreement for details.)*

i2 software products are covered by a 90-day warranty which warrants software functionality as described in product documentation, and media and documents that are free from physical defects. i2's Annual Support Program services and benefits include: **software upgrades** including corrections of identified errors in the software, software maintenance upgrades, and new product releases ranging from the extended functionality of plug-ins to new major product releases; **technical assistance** for guidance and troubleshooting via telephone and e-mail, Monday through Friday, 8:00 am to 5:00 pm, excluding holidays; **membership in i2's Online Forum** offering information on all i2 products, FAQs from the support team, tips and tricks for using i2 software, a User-Only Discussion Forum, and downloads including additional icons, case studies and sample charts; and **license synchronization, license consolidation, security key reconfiguration** and **lost key replacement.** All copies of software licensed to each customer must be included in the support program

Terms

*** This quote is valid for 30 days from the date of issuance.*

Delivery: 2 weeks after receipt of order
Payment Terms: Net 30 days
i2 accepts checks, VISA, Mastercard, and pre-approved purchase orders.

Lisa Boucher
Account Manager - West

Quote # 2018802

i2 Inc., 1430 Spring Hill Road, Suite 600, McLean, VA 22102 703-921-0195
888-546-5242 Fax: 703-921-0196 e-mail: info@i2inc.com Internet: www.i2inc.com

Annual Support Program – Commercial Quote

Date: 8/26/2011

To: Myra Montoya
Hidalgo County Sheriffs Department
711 El Cibolo Rd
Edinburg, TX 78539

Quote Reference SF022665
Re: Support & Maintenance Annual Renewal
Contract: HDLGO002_10.1A

Quantity	Dongle	Product Name	Start Date	End Date	Months	Unit Price	Total Price
1	73918	i2 Analyst's Notebook English Support	10/1/2011	9/30/2012	12	USD 906.00	USD 906.00
1	70304	i2 Analyst's Notebook English Support	10/1/2011	9/30/2012	12	USD 906.00	USD 906.00
		** See Terms			**Total (excluding tax)**		**USD 1,812.00**

***For Shipments to AZ, CA, DC, FL, GA, MD, NJ, NY, OH, VA, WA and WV: Please Add Appropriate Tax or include Tax Exempt Certificate**

Note: For California renewals; per regulation 1502, support is taxed at half of the taxable jurisdiction rate.

Software Warranty and Annual Support Program *(See i2 Software License Agreement for details.)*

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Terms

*** This quote is valid for 30 days from the date of issuance.*

Delivery: 2 weeks after receipt of order
Payment Terms: Net 30 days
i2 accepts checks, VISA, Mastercard, and pre-approved purchase orders.

Lisa Boucher
Account Manager - West

Req# 201880

i2 Inc., 1430 Spring Hill Road, Suite 600, McLean, VA 22102 703-921-0195
888-546-5242 Fax: 703-921-0196 e-mail: info@i2inc.com Internet: www.i2inc.com

AI-28587 **12. G.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval for County's option to exercise to sixty (60) day extension under the current contract/specifications No.: C-10-109-09-21 so as to have no lapse in services while the procurement process is completed for "EN-1 Roadbond Stabilizer Material" for Hidalgo County-Extension effective from 9-21-11 thru 11-19-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: see attached exp report

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

BUDGETARY IMPACT:

See attached exp report for possible funding sources and availability of funds.

Attachments

Current Contract

exp report

letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 10:03 AM
Budget & Management	Merlen P. Munoz	09/15/2011 10:08 AM
Rosalinda Cantu	Rosie Cantu	09/15/2011 10:33 AM
Auditor's Office	Arcilia Duran	09/15/2011 11:06 AM
Purchasing Department	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Gricelda Villarreal Started On: 09/14/2011 04:36 PM

Final Approval Date: 09/15/2011

REQUIREMENTS AGREEMENT
C-10-109-09-21

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 21, 2010** and between **International Roadbond Service Company Ltd, DBA Roadbond Service Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" EN-1 Road Stabilizer Material** (commodity) **,"** 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 proposal 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 **"EN-1 Road Stabilizer Material-Hidalgo County "** in the areas of **HIDALGO COUNTY** projects for a period of one(1) year on an **"As Needed Basis"** from **September 21, 2010** to **September 20, 2011** 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 Seller through a third party transporter (shipper) at the expense of seller, 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 "Vendor's 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. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered,

or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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: International Roadbond Service Company Ltd.,
DBA Roadbond Service Company
Attention: Steven Merritt, President

PO Box 5065
Granbury, Texas 76048

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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) day written notice.

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

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **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).

n. **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.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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, 9-21-10 .

APPROVED AS TO FORM:
ATLAS & HALL L.L.P.

By: _____

Date: 9-23-10

HIDALGO COUNTY

By: _____

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Vendor: Roadbond Svc. Company

By: Col. Roy R. Alvarez Jr (CE-RT)

Printed Name: Col. Roy R. Alvarez Jr. (CE-RT)

Title: Consultant / Co. Representative

EXHIBIT "A"

HIDALGO COUNTY
"EN-1 ROAD STABILIZER MATERIAL"
BID NO.: 2010-109-08-25-CGV

SPECIFICATIONS/REQUIRMENTS

I. DESCRIPTION:

These specifications shall govern for any liquid stabilizer equal or approved equal to patented EN-1 intended primarily as a material stabilizer for mixing and compacting material in accordance with specifications governing base and/or subgrade courses. The approved stabilizer must be able to enhance the compressive strength, increase load bearing capacity of soil, increase flexural strength, reduce swelling, shrinkage and permeability, insure proper compaction an reduce maintenance upkeep through reduction of potential failures.

Purchases of **EN-1 Soil Stabilizer** will be **on an "As Needed Basis" only** by Hidalgo County including all funding sources, Departments, Programs and Entities (i.e. CIP, CAP and R&B).

Any brand name mentioned in this request for bids is for description only and is not intended to exclude any products of equal quality or compatibility. Bidders desiring to substitute items may do so provided that brand names and specifications are indicated in the bid and that items fully meet herein specifications.

II. MATERIALS:

Roadbond (EN-1) Soil Stabilizer is a sulfonated D-limonene bioensyme which contains a strong oxidizer, a powerful solvent and natural dispersant that interacts with natural road materials. The interaction of these components activates the naturally occurring mineral cements in the soil and bonds the soil grains together to form a material analogous to most sedimentary rocks and alluvial soils. This stabilizing solvent acts to scrub the soil and allows the oxidizer access to a wider array of mineral ions evenly throughout the mixture, thereby increasing particle attraction (bonding), greatly decreasing voids in the road strata. In clay soils, it attacks they clay lattice of the soil, which will alter the ionic charge in the clay, and it creates a chemical bond between clay particles. This material is a corrosive in its concentrated state, once mixed with required volume of water; it becomes a non-corrosive, which has been approved by EPA.

III. BID AWARD:

- Any contract awarded to a successful bidder will be in effect until (a) the contract expires, **(b)** delivery and acceptance of products, and/or performance of services ordered, or **(c)** terminated by County with thirty (30) days written notice prior to

cancellation.

- Award of contract will be contingent on availability of Hidalgo County funds.

- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to bid specifications.

- Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

- Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

IV. TERMS AND CONDITIONS:

- The contract will be in effect for a period of one (1) year with the County's option to extend for an additional one (1) year term based on performance evaluation and contingent upon cost remaining unchanged, and/or sixty (60) day grace period extension at the end of the contract for any unforseen delays on subsequent contract. Bid Price must remain firm during the contract period.

- It is intended that the amount of **"EN-1 Road Stabilizer Material"** required by Hidalgo County will be purchased on an **"As Needed Basis"**.

- This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation.

- Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

- Insurance certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

- Hidalgo County reserves the right to utilize state contracts from its membership with their existing or new cooperatives whenever it is in the best interest to do so.

V. REQUIREMENTS:

1. Roadbond liquid stabilizer shall be stored and handled in closed, five (5) gallon weatherproof containers until immediate distribution on the road.

2. Roadbond materials must be stored in covered storage and well ventilated with adequate protection from flooding or damage.

3. For mixing ease and safety, round off to the nearest 5-Gallon increments (i.e. 72-Gallons up to 75-Gallons).

ROAD WIDTH IN FT.	6" IN DEPTH * .0056 GA/SY	8" IN DEPTH *. 0075 GA/SY	10" IN DEPTH *.0089 GA/SY
20' Wide Road	66 Gallons Per Mile	88 Gallons Per Mile	104 Gallons Per Mile
22' Wide Road	73 Gallons Per Mile	97 Gallons Per Mile	120 Gallons Per Mile
24' Wide Road	80 Gallons Per Mile	106 Gallons Per Mile	132 Gallons Per Mile
26' Wide Road	86 Gallons Per Mile	115 Gallons Per Mile	143 Gallons Per Mile
28' Wide Road	93 Gallons Per Mile	124 Gallons Per Mile	154 Gallons Per Mile
30' Wide Road	99 Gallons Per Mile	132 Gallons Per Mile	165 Gallons Per Mile
Square Yards treated/gallon	180 Square Yards	135 Square Yards	108 Square Yards
Square Yards treated/gallon (when using CTB)	171 Square Yards	128 Square Yards	103 Square Yards

4. The following concentrated quantities are to be mixed with 300 gallons of water to each gallon of EN-1. Strict application instructions.

   **Use 5" more EN-1 Road Stabilizer than the chart calls for when treating Cement Treated Base;

   (Calculate 28.5 cubic yards per Gallon)
   *** Application rate per square yard = Length (feet) x Width (feet) X Appl. Rate * 9 SF

5. **EN-1 Road Stabilizer Material** shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges.

6. Product must be registered with the U.S. Patent and Trademark Office as a soil stabilizer.

7. Vendor must furnish test results and documentation from independent sources as the effectiveness of the stabilizer. These test reports must include CBR, Triaxzial Compression Test, Falling Weight Deflectometer, Resilient Modulus or other relevant test to determine strength. Reduction in swelling of clay soils must be verified by relevant test performed by a reputable lab.

8. The product must be easily applied by personnel with equipment commonly used by road construction and maintenance crews.

9. A material safety data sheet (MSDS) on the EN-1 Road Stabilizer product being bid must be submitted with the bid.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

12. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County.

13. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

14. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

VI. ADDITIONAL INFORMATION:

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

- Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO: cris.villarreal@co.hidalgo.tx.us , BY NO LATER THAN**, Wednesday, August 18, 2010 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, August 20, 2010 by 5:00 P.M.

Contact Personnel for County Precincts	
Hidalgo County Precinct No. 1 Domingo Morin, Accountant 1902 Joe Stephens Weslaco, Texas 78593 956-968-8733	Hidalgo County Precinct No. 2 Mr. Ricardo Cuellar, Field Operations Foreman 301 E. State Pharr, Texas 78577 956-787-1891
Hidalgo County Precinct No. 3 Saul Ramirez, Field Operations Foreman 400 W. 13th Mission, Texas 78572 956-585-4509	Hidalgo County Precinct No. 4 Mr. Juan Carranza, Chief Administrator 1102 N. Doolittle Edinburg, Texas 78539 956-383-3112

Market Volatility and Unit Price Adjustments:

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

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. 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.

    b. 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.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different

price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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 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 completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

EXHIBIT "B"
VENDORS BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
"EN-1 ROAD STABILIZER MATERIAL"
BID NO.: 2010-109-08-25-CGV

BID PAGE

MATERIAL DESCRIPTION	BID PRICE
EN-1 ROAD STABILIZER (5 gal containers)	$375.00 (See Attached)

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	International Roadbond Ltd., DBA Roadbond Service Company
ADDRESS:	P. O. Box 549
CITY/STATE/ZIP CODE:	Tolar, Texas 76476
PHONE & FAX NO.'S:	Prim. (956) 490-7528, FAX (956) 412-0061 Sec. (254) 835-4507, FAX (254) 835-5297
CELLULAR & BEEPER NO.'S:	NO. BEEPERS Prim. (956) 490-7528, Sec. (817) 223-0354
AUTHORIZED SIGNATURE:	Col. Roy R. Alvarez Jr.
PRINTED NAME:	Col. Roy R. Alvarez Jr. (CE-Ret)
TITLE:	Consultant and Authorized Representative
EMAIL ADDRESS: (IF AVAILABLE)	Prim. ralva1954@aol.com Sec. rbusacharter@net.com

OPENED
9:39 am
8/25/2010
Witnessed

August 18, 2010

To: Bid Coordinator,

Our price on Roadbond EN-1 (Liquid Stab.) is based on Bid Quote of $75.00 per gallon and no freight cost, which is a saving of $13.75-$28.00 per gallon (based on quantities ordered) by the County. Current price savings is based on increase in transportation cost only. Our product is selling for $80/gal for existing established clients and to new clients for $85-$95/gallon plus freight depending on quantity ordered. As you well know our leading green product is the most cost effective priced patented stabilizer on the market in comparison to other major stabilizers such as lime, cement and flyash. It is a Green Patented product also approved by TxDOT, GSA and EPA. This price will go into effect upon your approval. Cost to stabilize 6" depth equals .435¢/SY.

Thank You,

Roy R. Alvarez Jr.

Col. Roy R. Alvarez, Jr. (CE-Ret.)

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
1-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	33,370.25	30,593.89	2,776.36	2,776.36	.00	100.00
1-1100-432-00-123-022-0-731	PCT3 EYHORN LANDFILL-ROADS	31,093.15	.00	31,093.15	31,093.15	.00	100.00
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
1-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	6,700.00	3,789.66	180.38	180.38	2,729.96	59.25
1-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	360,644.45	58,709.38	274,352.20	274,352.20	27,582.87	92.35
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	2,352.67	821.40	821.40	.00	100.00
1-1200-431-00-121-185-0-731	PCT1 COLONIA WHALEN ROAD-ROADS	8,382.56	973.50	7,409.06	7,409.06	.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	32.89	19,889.46	19,889.46	7,870.78	71.68
1-1200-431-00-121-804-0-731	PCT1 WES MER SUBDIVISION-ROADS	7,958.92	7,958.92	.00	.00	.00	100.00
1-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	83,068.75	28,858.14	36,348.16	36,348.16	17,862.45	78.50
1-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	93,543.12	21,150.25	13,238.73	13,238.73	59,154.14	36.76
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	368,201.29	105,974.45	230,995.87	230,995.87	31,230.97	91.52
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
1-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD	1,077,900.00	876,628.69	76,984.42	76,984.42	124,286.89	88.47
1-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	858,961.69	732,932.00	38,351.50	38,351.50	87,678.19	89.79
1-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	504,000.00	451,917.39	.00	.00	52,082.61	89.67
1-1200-431-00-122-060-0-731	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS	119,687.00	119,687.00	.00	.00	.00	100.00
1-1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD	154,145.00	154,145.00	.00	.00	.00	100.00
1-1200-431-00-122-262-0-731	PCT2 ESPERANZA ESTATES SUBD-ROADS	3,000.00	.00	.00	.00	3,000.00	.00
1-1200-431-00-122-900-0-731	PCT2 MORNINGSIDE OFFSITE ICA SJ/ALMO-ROA	4,817.91	.00	.00	.00	4,817.91	.00
1-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	140,156.46	21,698.94	76,806.10	76,806.10	41,651.42	70.28
1-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	321,725.88	142,269.15	151,558.60	151,558.60	27,898.13	91.33
1-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	99,543.78	99,197.50	.00	.00	346.28	99.65
1-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	105,078.31	2,682.72	69,194.39	69,194.39	33,201.20	68.40
1-1200-431-00-123-093-0-731	PCT3 SILVER SPUR (S EXP 83- BUS 83 N)-RD	97,828.40	2,909.51	94,679.33	94,679.33	239.56	99.76
1-1200-431-00-123-096-0-673	PCT3 GOLF VIEW EST PH I & II-R&B R&M S	86,174.81	50,397.81	.00	.00	35,777.00	58.48
1-1200-431-00-123-397-0-731	PCT3-LA SUENA SUBDIVISION-ROADS	555.92	555.92	.00	.00	.00	100.00
1-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	94,095.00	27,326.82	58,315.10	58,315.10	8,453.08	91.02
1-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	227,929.29	98,064.61	114,245.95	114,245.95	15,618.73	93.15

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
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
1-1280-431-00-121-946-1-673	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	5,024.18	910.82	910.82	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	36.89	1,798.11	1,798.11	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

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
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
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	1,395.95	804.05	804.05	3,905.05	36.04
1-1280-431-00-123-953-0-673	PCT3-37-0592-PALM DR-R&B R&M SUPLLIES	3,848.67	3,314.13	485.87	485.87	48.67	98.74
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
1-1280-431-00-123-955-0-673	PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP	3,659.81	.00	415.71	415.71	3,244.10	11.36
1-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	2,175.91	.00	2,082.44	2,082.44	93.47	95.70
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
1-1280-431-00-123-960-0-673	PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES	2,870.29	621.59	2,078.41	2,078.41	170.29	94.07
1-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	4,763.15	.00	4,763.00	4,763.00	.15	100.00
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	193.04	1,606.96	1,606.96	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	353.24	2,446.76	2,446.76	114.31	96.08

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	4,535.95	134.51	1,365.49	1,365.49	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	62.81	2,937.19	2,937.19	3,972.67	43.03
1-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	7,919.81	2,694.22	4,805.78	4,805.78	419.81	94.70
1-1280-431-00-123-974-0-673	PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES	11,075.05	7,849.29	3,150.71	3,150.71	75.05	99.32
1-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	13,915.05	313.39	2,036.61	2,036.61	11,565.05	16.89
1-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	7,603.15	467.65	7,032.35	7,032.35	103.15	98.64
1-1280-431-00-123-977-0-673	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP	3,317.59	408.44	2,591.56	2,591.56	317.59	90.43
1-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	5,653.49	1,305.72	4,344.28	4,344.28	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	607.62	1,892.38	1,892.38	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	.00	7,966.89	7,966.89	1,858.56	81.08
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
1-1311-431-00-121-103-1-731	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
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	1,487.73	.00	.00	.00	1,487.73	.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

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
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	344,555.00	.00	.00	45,992.50	88.22
1-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	35,893.65	110.00	35,783.65	35,783.65	.00	100.00
1-1312-431-00-121-181-0-731	COLONIA SAENZ-ROADS	46,287.83	46,287.83	.00	.00	.00	100.00
1-1312-431-00-121-185-0-731	COLONIA WHALEN ROAD-ROADS	93,354.64	.00	93,354.64	93,354.64	.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
1-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	56,454.56	.00	56,454.56	56,454.56	.00	100.00
1-1312-431-00-121-387-0-731	LA MESA SUBDIVISION-ROADS	158,112.08	.00	158,112.08	158,112.08	.00	100.00
1-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	9,641.15	9,641.15	.00	.00	.00	100.00
1-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	149,324.98	.00	.00	.00	149,324.98	.00
1-1312-431-00-121-779-0-731	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
1-1312-431-00-121-896-0-731	MCKEE #1-ROADS	27,079.63	.00	27,079.63	27,079.63	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
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	171,868.11	.00	.00	.00	100.00
1-1312-431-00-123-055-0-731	ARIEL HINOJOSA SUBD-ROADS	92,800.00	32,735.00	53,158.00	53,158.00	6,907.00	92.56
1-1312-431-00-123-079-0-731	BASHAM #14-ROADS	115,015.25	.00	111,405.75	111,405.75	3,609.50	96.86
1-1312-431-00-123-082-0-731	BASHAM #18-ROADS	15,457.23	.00	.00	.00	15,457.23	.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	175,268.08	8,200.00	8,200.00	.00	100.00
1-1312-431-00-123-421-0-731	LOMA LINDA HEIGHTS-ROADS	330,194.25	300,969.90	.00	.00	29,224.35	91.15
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	.00	33,992.00	33,992.00	25,897.34	56.76
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	50,911.20	.00	.00	45,473.05	52.82
1-1312-431-00-124-657-0-731	SEMINARY VILLAGE SUBD-ROADS	103,524.20	.00	34,256.88	34,256.88	69,267.32	33.09
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
1-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	597,422.59	.00	528,759.00	528,759.00	68,663.59	88.51
1-1315-431-00-124-023-0-731	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD	9,650.00	.00	.00	.00	9,650.00	.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

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
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	62,805.65	126,210.29	126,210.29	79,698.86	70.34
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
1-1336-431-00-124-076-0-731	CO,2006-PCT4-FM1925(KENYON-FM907)-ROADS	500,000.00	.00	.00	.00	500,000.00	.00
1-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	2,343,736.47	199,511.03	144,902.24	144,902.24	1,999,323.20	14.70
1-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	115,599.04	15,975.00	39,925.00	39,925.00	59,699.04	48.36
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	221,150.00	221,150.00	69,157.00	76.18
1-1342-431-00-122-049-0-731	CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD	446,870.54	168,005.70	233,864.99	233,864.99	44,999.85	89.93
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
1-1342-431-00-123-094-0-731	CO2010A&B-PCT3 M2(MOOREFIELD-LA HOMA-RD	637,000.00	490,606.33	.00	.00	146,393.67	77.02

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 14, 2011

International Roadbond Service Company Ltd,
DBA Roadbond Service Company
Steven Merritt, President
PO Box 5065
Granbury, Texas 76048

Address no longer used. Please change to current address:
Roadbond Service Company
P.O. Box 549
Tolar, Texas 76476

Re: C-10-109-09-21
EN-1 Road Stabilizer Material

Dear Mr. Merritt:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the 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 September 20, 2011or discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, September 15, 2011,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: _____ Date: September 16, 2011

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of 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 (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

AI-28546 **12. H.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 1 in the amount of $95,509.08 from Saenz Utility Contractors, Ltd., contracted vendor for Loma Linda Heights Subdivision as submitted by TEDSI Infrastructure Group, project engineer (C-CAP-11-129-05-23).

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?:

BUDGETARY IMPACT:

Available funds in P.O. #660948 as of 9/15/11 are $493,464.40.

Obj Code 731: $300,969.90
Obj Code 733: $192,494.50

Attachments

Application for Payment No.1 Loma Linda Heights Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/14/2011 02:00 PM
Purchasing Department	Marty Salazar	09/15/2011 09:32 AM
Budget & Management	Merlen P. Munoz	09/15/2011 09:34 AM
Perla Lopez	Perla Lopez	09/15/2011 10:17 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:22 AM

Form Started By: Marcie Jackson Started On: 09/14/2011 01:18 PM

Final Approval Date: 09/15/2011

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
From: SAENZ UTILITY CONTRACTORS, LTD. (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS SUBDIVISION
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS SUBDIVISION
Owner's Contract No. C-CAP-11-129-05-23 Engineer's Project No.
For Work accomplished through the date of: August 24, 2011

1. Original Contract Price:		$493,464.40
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$493,464.40
4. Total completed and stored to date:		$106,121.20
5. Retainage (per Agreement):		
10% of completed Work:	$10,612.12	
_____ of stored material		
Total Retainage:		$10,612.12
6. Total completed and stored to date less retainage (4 minus 5)		$95,509.08
7. Less previous Application for Payments:		$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$95,509.08

Accompanying Documentation:

1. Application and Certification of Pay
2. Schedule of Values
3. Estimate Quantity Update Workshee
4. List of Suppliers and Sub-contracto
5. Partial Waiver of Liens (Sub-contrac
6. TxDot Form 252 Contract Time Stat
7. Payroll Report w/signed Wage Form

REQ.# 198595 P.O.# 660948
1-1312-431-00-123-421-0-731→$29,921.20
<-2,992.12>=$26,929.08

REQ.# 198595 P.O.# 660948
1-1312-431-00-123-421-0-733→$76,200.00
<-7,620.00>=$68,580.00

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies [illegible]
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 1 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 8/25/11

SAENZ UTILITY CONTRACTORS, LTD
(CONTRACTOR)
By: Pedro Saenz
PEDRO SAENZ
MANAGER
22290 N. FM 88
EDCOUCH, TX 78538

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 25th day of August, 2011

Jose L Saenz
Notary Public
My Commission expires: Nov. 12, 2011

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 9/12/11

JAVIER HINOJOSA ENGINEERING
(ENGINEER)
By: Javier Hinojosa
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: Marcie Jackson ON 9/12/11
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 9/12/11

Exhibit E-C

Saenz Utility Contractors, Ltd.	Contractor Name
07/18/11	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.	**1**
Application Date:	**8/25/2011**
Period To:	**7/18/11 - 08/24/11**
Engineer Firm	**JAVIER HINOJOSA ENGINEERING**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
M1080421	Loma Linda Heights	$ 493,464.40	$ -	$ 106,121.20	$ -	$ -	$ 106,121.20	$ 387,343.20	$ 10,612.12	$ 95,509.08	$ -	$ 95,509.08
		$ 493,464.40	$ -	$ 106,121.20	$ -	$ -	$ 106,121.20	$ 387,343.20	$ 10,612.12	$ 95,509.08	$ -	$ 95,509.08

Saenz Utility Contractors, Ltd. — Contractor Name

7/18/2011 — Starting Date

Project Ending Date

ROAD & DRAINAGE - LOMA LINDA HEIGHTS — Engineer's / County Project Description

Application No.: 1

Application Date: 8/25/2011

Period To: 07/18/2011 - 08/24/11

Engineer's / County Project No.: C-CAP-11-129-05-23

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																			
		ARIEL HINOJOSA SUBDIVISION																			
1	100	Preparig ROW	STA	$ 590.00	48.68	$ 28,721.20	$ -	0.00	$ -	48.68	48.68	$ 28,721.20			$ -			$ -	$ 28,721.20	0	$ -
2	110	Excavation (Roadway)	CY	$ 6.10	8252.00	$ 50,337.20	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	8252	$ 50,337.20
3	247	8" FLEX BASE (Compl in Place)	SY	$ 5.50	15965.00	$ 87,807.50	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	15965	$ 87,807.50
4	310	ASPH Matrl. (MC-30)	GAL	$ 6.00	3196.00	$ 19,176.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	3196	$ 19,176.00
5	340	1 1/2" ASPH Conc. (TY D)	SY	$ 7.80	13260.00	$ 103,428.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	13260	$ 103,428.00
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,200.00	5.00	$ 6,000.00	$ -	0.00	$ -	1.00	1.00	$ 1,200.00			$ -			$ -	$ 1,200.00	4	$ 4,800.00
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 20.00	275.00	$ 5,500.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	275	$ 5,500.00
		Total Roadway LOMA LINDA HEIGHTS SUBDIVISION				$ 300,969.90			$ -			$ 29,921.20			$ -			$ -	$ 29,921.20		$ 271,048.70
		DRAINAGE																			
8	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 12.75	598.00	$ 7,624.50	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	598	$ 7,624.50
9	530	Driveway (Concrete 3000 PSI)	SY	$ 32.00	1385.00	$ 44,320.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	1385	$ 44,320.00
10	464	8" PVC Pipe	LF	$ 25.00	50.00	$ 1,250.00	$ -	0.00	$ -	50.00	50.00	$ 1,250.00			$ -			$ -	$ 1,250.00	0	$ -
11	464	15" RCP Culvert Pipe	LF	$ 22.00	40.00	$ 880.00	$ -	0.00	$ -	40.00	40.00	$ 880.00			$ -			$ -	$ 880.00	0	$ -
12	464	18" RCP Culvert Pipe	LF	$ 24.00	979.00	$ 23,496.00	$ -	0.00	$ -	979.00	979.00	$ 23,496.00			$ -			$ -	$ 23,496.00	0	$ -
13	465	Type "A" Inlet (All Depths)	EA	$ 2,950.00	10.00	$ 29,500.00	$ -	0.00	$ -	10.00	10.00	$ 29,500.00			$ -			$ -	$ 29,500.00	0	$ -
14	465	Type "CC" Inlet (All Depths)	EA	$ 2,950.00	1.00	$ 2,950.00	$ -	0.00	$ -	1.00	1.00	$ 2,950.00			$ -			$ -	$ 2,950.00	0	$ -
15	465	Type "A" Mahole (All Depths)	EA	$ 2,500.00	6.00	$ 15,000.00	$ -	0.00	$ -	6.00	6.00	$ 15,000.00			$ -			$ -	$ 15,000.00	0	$ -
16	464	Tie To Exist. Curb Inlet w/ 8" PVC Pipe	EA	$ 685.00	3.00	$ 2,055.00	$ -	0.00	$ -	3.00	3.00	$ 2,055.00			$ -			$ -	$ 2,055.00	0	$ -
17	529	18" Low Profile Curb & Gutter	LF	$ 5.50	9686.00	$ 53,273.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	9686	$ 53,273.00
18	529	48" Valley Gutter	LF	$ 18.00	490.00	$ 8,820.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	490	$ 8,820.00
19	402	Trench Protection	LF	$ 1.00	1069.00	$ 1,069.00	$ -	0.00	$ -	1,069.00	1069.00	$ 1,069.00			$ -			$ -	$ 1,069.00	0	$ -
20	542	6" Rein. Concrete Spillway (Concrete 3000 PSI)	SY	$ 37.00	61.00	$ 2,257.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	61	$ 2,257.00
		Total Drainage LOMA LINDA HEIGHTS SUBDIVISION				$ 192,494.50			$ -			$ 76,200.00			$ -			$ -	$ 76,200.00		$ 116,294.50

Grand Total for Loma Linda Heights Subd. $ 493,464.40

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

9/12/11
Date

Exhibit E-D

AI-28523 **12. I.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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.:

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No funding required at this time. Only approval to utilize cooperative.
Each purchase would require funding in place to acquire.

Attachments

TASB-Grande Truck Center
TASB-Radio Communications
TASB-T&G ID Systems
COOP Updated Vendor's List
Ricoh Americas Corp IKON

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 09:29 AM
Budget & Management	Merlen P. Munoz	09/15/2011 09:31 AM
Rosalinda Cantu	Rosie Cantu	09/15/2011 09:54 AM
Auditor's Office	Arcilia Duran	09/15/2011 10:03 AM

Form Started By: Matilde Faz Started On: 09/13/2011 11:34 AM

Final Approval Date: 09/15/2011

Consent
#28523
9/20/11

Vendor Contract Information

Proposal Documents

Back

Vendor: Grande Truck Center
Address: 4562 IH 10 East
San Antonio, TX 78219
Phone: (210) 666-7112
Contact: Keith Shoffstall
Email: rshoffstall@grandetruck.com
Website: www.grandetruck.com
Federal ID: 74-1586422
Accepts RFQs: Yes
Contract: Vehicles & Heavy Duty Trucks & Options #358-10
Effective Date: 12/1/2010
Expiration Date: 11/30/2013
Fee Schedule: 400.00
Payment Terms: Net 30 days
Delivery Days: 90
Shipping Terms: Free Freight
Freight Terms: FOB Shipping Point
Ship Via: Other
Quote Reference Number:
358-10
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Delivery fee of $2.00 per mile.
Additional Information: Franchised Dealers License #P8363 expires 6/30/12
Return Policy: None

[Log Out]

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Consent
#28523
9/20/11

Vendor Contract Information

Proposal Documents

Back

Vendor: Radio Communications
Address: 1829 N. 77 Sunshine Strip
Harlingen, TX 78550
Phone: (956) 412-5122
Contact: Micheal Contreras
Email: mike@radiocommrgv.com
Federal ID: 74-2731528
HUB Vendor: Yes
Minority Owned Business: Yes
Accepts RFQs: Yes
Contract: Radio Communication Products #364-10
Effective Date: 4/1/2011
Expiration Date: 3/31/2014
Payment Terms: Net 30 days
Delivery Days: 15
Shipping Terms: Free Freight
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number: 364-10
Regions Served: All Texas Regions
States Served: All States
Return Policy: Returns must be within 30 days of receiving, item must not have been installed, item must be in new resellable condition, item must be on contract, item must have been shipped by a common carrier.

[Log Out]

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Consent
#28523
9/20/11

Vendor Contract Information

Proposal Documents

Back

Vendor: T&G ID SYSTEMS, INC.
Address: 712 W. MAGNOLIA AVE.
FORT WORTH, TX 76104
Phone: (800) 873-0045
Contact: Bobby Mays
Email: bobby@tgidsys.com
Federal ID: 75-2802978
HUB Vendor: Yes
Women Owned Business: Yes
Accepts RFQs: Yes
Contract: Office Supplies & Equipment #328-09
Effective Date: 11/1/2009
Expiration Date: 10/31/2012
Payment Terms: Net 30 days
Delivery Days: 2
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number: 328-09
Regions Served: All Texas Regions
States Served: Oklahoma, Texas
Return Policy: 100% refund within 30 days, 20% restocking fee thereafter.

[Log Out]

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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
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	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
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011	Carrier Corporation	HVAC Equipment, Supplies & Installation Trade Services & Labor for Electrical, Plumbing & HVAC	305-08 375-11	10/1/2008-9/30/2011 6/01/2011-5/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
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
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
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
9/20/2011	***Grande Truck Center***	**Vehicles & Heavy Duty Trucks & Options**	**358-10**	**12/1/2011-11/30/2013**

8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	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
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011	Melhart Music Center	Audio Visual Equipment & Supplies	313-09	5/1/2009 – 4/30/2012
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	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
9/20/2011	***Radio Communications***	**Radio Communication Products**	**364-10**	**4/1/2011-3/31/2014**
9/20/2011	***Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)***	**Copiers & Supplies**	**379-11**	**9/1/2011 - 8/31/2014**
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
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	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
9/20/2011	***T&G ID Systems, Inc.***	**Office Supplies & Equipment**	**328-09**	**11/1/2009-10/31/2012**
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012

7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
	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	3/2010-11/31/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-11/2011
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-11/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	02/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2011
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-9-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2011
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
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	1/2007-11/2012
7/5/2011	Rally			
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2011
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-11/2011 3/2010-2/2012
9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/9/2011
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48”	505-A2 665-A2	1/1960-12/2099 12/2001-11/2099

		Posture Back Ergonomic	425-A8	8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

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	886 890	1/20/2013 1/20/2013
	A T & T	Telecommunication Contract for Wireless Voice & Data/Cellular Services	597	9/28/2011
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014
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	838 1369	12/31/2012 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	1/15/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	600 890	11/13/2011 1/20/2013

			1014	6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011	Environmental Systems Res. Institution	Software Product and Services	1637	3/3/11-3/3/15
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	1469 1585	8/17/2011-8/17/2014
09/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
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	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
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
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011
	Votec	Software	937	2/27/2011-2013

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
	Business Interiors by Staples	Special Use Furniture	6-71111060	5/10/2006-10/26/2011

	The Hon Company			
	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
	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
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
09/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	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
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
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

8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	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
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 10/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2012
	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	5/31/2004-11/30/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	5/31/2004-11/30/2011

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 7/23/2012
8/30/2011	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	3042811 2052810	4/28/2012 5/28/2012

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-9/30/2011
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
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
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
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	4/23/2014
	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

7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

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	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	12020-PBI	12/18/2013

***Denotes: New Vendor added for approval**

Contract Renewed

Consent
28523 9/20/11

Vendor Contract Information

Proposal Documents

Back

Vendor: Ricoh Americas Corporation
Address: Five Dedrick Place
West Caldwell, NJ 7006
Phone: (973) 882-2091
Contact: Ben Rotz
Email: ben.rotz@ricoh-usa.com
Website: www.ricoh-usa.com
Federal ID: 22-2783521
Accepts RFQs: Yes
Contract: Copiers & Supplies #379-11
Effective Date: 9/1/2011
Expiration Date: 8/31/2014
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Free Freight
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
379-11
Regions Served: All Texas Regions
States Served: All States
Return Policy: See attached policy
Additional Dealers: College Station TX, Corpus Christi TX, Dallas TX, El Paso TX, Houston TX, Grand Prairie TX, McAllen TX, San Antonio TX, Sherman TX, Tyler TX, Waco TX, Amarillo TX, Austin TX, Plano TX, Coppell TX, Lubbock TX, Temple TX, Texarkana TX, Abilene TX, Arlington TX, San Angelo TX, Southlake TX, Odessa TX, Midland TX, San Marcos TX, Lawton OK, Longview TX, Donna TX, Victoria TX, Laredo TX, League City TX, Beaumont TX, Nacogdoches TX, Bellaire TX, Paris TX, Brownsville TX,

[Log Out]

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Consent

The Local Government Purchasing Cooperative

For the Period 9/1/2011 to 8/31/2014

Final Award Report for Copiers & Supplies #379-11

1	Purchase Black & White Copiers, 10-20 copies per minute	EA

Vendor	Vendor Brand and Model Number	Award
Ricoh Americas Corporation (IKON-Ricoh Bus. Sol.)	Lanier	Yes
Oce North America Document Printing Systems	Canon	No
Cesco, Inc.	Xerox	No
Xerox Corporation	Xerox	Yes
Toshiba Business Solutions - Texas-New Mexico	HP	No
Canon Business Solutions	Canon	Yes
Ricoh Americas Corporation (IKON-Ricoh Bus. Sol.)	Savin	Yes
Ricoh Americas Corporation (IKON-Ricoh Bus. Sol.)	Ricoh	Yes
Sharp Electronics Corp. NJPA/Sharp Electronics Co	Sharp	Yes
Konica Minolta Business Solutions USA	Konica Minolta	Yes
Toshiba Business Solutions - Texas-New Mexico	Toshiba	Yes

AI-28490 **12. J.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 1 in the amount of $94,991.76 from Saenz Utility Contractors, Ltd., contracted vendor for Wes-Mer Subdivision as submitted by TEDSI Infrastructure Group, project engineer (C-CAP-10-370-03-01).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: Various

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

BUDGETARY IMPACT:

P.O.# 658923 available balance of $105,546.40

1-1312-431-00-121-804-0-731
1-1342-431-00-121-804-0-733
1-1200-431-00-121-804-0-731

Attachments

Application for Payment No.1 Wes-Mer Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/08/2011 05:07 PM
Purchasing Department	Marty Salazar	09/15/2011 09:23 AM
Budget & Management	Merlen P. Munoz	09/15/2011 09:26 AM
Roland Garcia	Rolando Garcia	09/15/2011 10:51 AM
Auditor's Office	Arcilia Duran	09/15/2011 11:02 AM

Form Started By: Marcie Jackson Started On: 09/08/2011 03:38 PM

Final Approval Date: 09/15/2011

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County Precinct No.1 (Owner)
From: Saenz Utility Contractors, Ltd. (Contractor)
Contract:
Project: Road & Drainage Construction for Wes-Mer Subdivision
Owner's Contract No. C-CAP-10-370-03-01 Engineer's Project No.
For Work accomplished through the date of: July 31, 2011

1. Original Contract Price:	$105,546.40
2. Net Change by Change Order and Written Agreements (+or-):	$ 0.00
3. Current Contract Price (1 plus 2)	$105,546.40
4. Total Completed and Stored to date:	$105,546.40
5. Retainage (per Agreeement)	
10% of completed work	$10,554.64
of stored material	
Total Retainage:	$ 10,554.64
6. Total completed and stored to date less retainage (4 minus 5)	$ 94,991.76
7. Less previous Application for Payments:	$ 0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	$ 94,991.76

REQ.# 197104 P.O.# 658923
1-1312-431-00-121-804-0-731→$84,757.48
<-8,475.75>=$76,281.73

REQ.# 197104 P.O.# 658923
1-1312-431-00-121-804-0-733→$12,830.00
<-1,283.00>=$11,547.00

REQ.# 197104 P.O.# 658923
1-1200-431-00-121-804-0-731→$7,958.92
<-795.89>=$7,163.03

eceived from OWNER on account of Work done under the Contract referred to
gations incurred in connection with Work coered by prior Applications for
ent 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 encumberances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumberance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 8/15/2011

SAENZ UTILITY CONTRACTORS, LTD.
CONTRACTOR
By: Pedro Saenz

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 17th day of August, 2011

Jose L Saenz
Notary Public
My Commission expires: Nov. 12, 2011

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 07/31/2011

TEDSI Infrastructure Group
ENGINEER
By:

INVOICE RECEIVED BY: Rebecca Jackson ON 9/8/11
GOODS/SERVICES RECEIVED BY: Rebecca Jackson ON 9/8/11

Saenz Utility Contractors Ltd	Contractor Name	Application No:	**1**
06/27/2011	Starting Date	Application Date:	**07/31/2011**
08/25/2011	Project Ending Date	Period To:	**07/31/2011**
10%	Retainage Percent	Engineer Firm:	**TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Original Schedule	Revised Schedule Value	Payment Application	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080804	Wes Mer	$105,546.40		$105,546.40	$105,546.40	$0.00	$10,554.64	$94,991.76	$0.00	$94,991.76

Estimate Quantity Update Worksheet

Date: July 31, 2011

Colonia: Wes Mer Subdivision
Roadway: Jose Eloy Pulido St
Control: 3C1080804
Project No: C-CAP-10-370-03-01
County: Hidalgo
Est. No: 1
Work Type: Paving & Drainage
Limits: 1305
From: Mile 10N Rd
To: 1305' N of Mile 10N Rd

Contractor: Saenz Utility Contractors Ltd
Original Contract Price: $105,546.40
Change Orders: $0.00
Total Contract Price: $105,546.40
Work Done this Mo.: $105,546.40
% Complete: 100.0%
Date Began: July 6, 2011
Contract Time (calendar days): 60
Time Charged: 35
% Time Used: 58.3%

Item	Description	Unit	Qty	Unit Price	Project Amount	06-27-2011 to 07-31-2011		
						Monthly Qty	Qty to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE							
	(902) PRELIMINARY ENGINEERING							
	(903) CONSTRUCTION ENGINEERING							
	(904) RIGHT-OF-WAY							
	(905) ROADWAY							
0100	PREPARING ROW	STA	13.05	$1,300.00	$16,965.00	13.05	13.05	$16,965.00
0110	EXCAVATION (ROADWAY)	CY	406	$3.95	$1,603.70	406	406	$1,603.70
0132	ENBANKMENT (FINAL)(DENS CONT)(TY C)	CY	56	$20.00	$1,120.00	56	56	$1,120.00
0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	3280	$6.00	$19,680.00	3280	3280	$19,680.00
0310	PRIME COAT (MC-30)	GAL	595	$4.00	$2,380.00	595	595	$2,380.00
0340	D-GR HMA(METH) TY-D SAC-B PG76-22	SY	2971	$9.80	$29,115.80	2971	2971	$29,115.80
0500	MOBILIZATION	LS	1	$5,000.00	$5,000.00	1	1	$5,000.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$500.00	$1,000.00	2	2	$1,000.00
0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	2510	$0.60	$1,506.00	2510	2510	$1,506.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	22	$7.45	$163.90	22	22	$163.90
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	300	$0.70	$210.00	300	300	$210.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	160	$0.60	$96.00	160	160	$96.00
2500	EN-1 ROADBOND (0.0056 GAL/SY)(SUBGRADE)	GAL	19	$130.00	$2,470.00	19	19	$2,470.00
2500	EN-1 TRT (EXIST MATL)(6")(SUBGRADE)	SY	3334	$1.50	$5,001.00	3334	3334	$5,001.00
2500	EN-1 ROADBOND (0.0075 GAL/SY)(FLEXBASE)	GAL	25	$125.00	$3,125.00	25	25	$3,125.00
2500	EN-1 TRT (NEW BASE)(8")(FLEXBASE)	SY	3280	$1.00	$3,280.00	3280	3280	$3,280.00
				SUBTOTAL	$92,716.40			$92,716.40
	(906) DRAINAGE							
0464	RC PIPE (CL III)(15 IN)	LF	24	$22.00	$528.00	24	24	$528.00
0529	CONC CURB&GUTTER (TY A)(BARRIER)	LF	1232	$6.75	$8,316.00	1232	1232	$8,316.00
0529	CONC GUTTER (TY A) VALLEY GUTTER	LF	54.5	$28.00	$1,526.00	54.5	54.5	$1,526.00
0530	DRIVEWAY (CONC)	SY	32	$30.00	$960.00	32	32	$960.00
0530	DRIVEWAY (ACP)	SY	100	$15.00	$1,500.00	100	100	$1,500.00
				SUBTOTAL	~~$11,330.00~~		SUBTOTAL	$12,830.00
				TOTAL	104,046.40			

Total to Date
Roadway (905) $92,716.40
Drainage (906) $12,830.00
Total $105,546.40

Monthly Totals:	$105,546.40
Adminstrative (901)	
Preliminary Engineering (902)	
Construction Engineering (903)	
Right of Way (904)	
Roadway (905)	$92,716.40
Drainage (906)	$12,830.00

Checked By:
Signature:
Printed Name: Jose A. Sanchez, P.E.
TEDSI Infrastructure Group

Date: July 31, 2011

AI-28519 **12. K.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Agapito Vargas Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of final construction contract (CC previously approved to award on 05-23-11) for C-CAP-11-123-05-23 Road & Drainage Construction for Lakeview Subdivision between Hidalgo County and Sascon, Inc. in the amount of $292,535.85.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-124-401-0-73X

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

BUDGETARY IMPACT:

Available balance as of 9-15-11:
Object code 731 $267,295.85
Object code 733 $ 25,240.00

Attachments

lakeview contract

ai req.28519

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 09:28 AM
Budget & Management	Merlen P. Munoz	09/15/2011 09:29 AM
Manuel Chapa	Manuel Chapa	09/15/2011 10:36 AM
Auditor's Office	Arcilia Duran	09/15/2011 11:02 AM

Form Started By: Yvette Islas Started On: 09/13/2011 10:54 AM

Final Approval Date: 09/15/2011

Hidalgo County Precinct #4
LAKEVIEW IMPROVEMENTS

JUNE 2011

Eng 09.001B

CONTRACT DOCUMENTS AND SPECIFICATIONS

J.E. Saenz & Associates, Inc.
211 E. Wisconsin Rd.
Edinburg, Texas 78539
(956) 383-2984

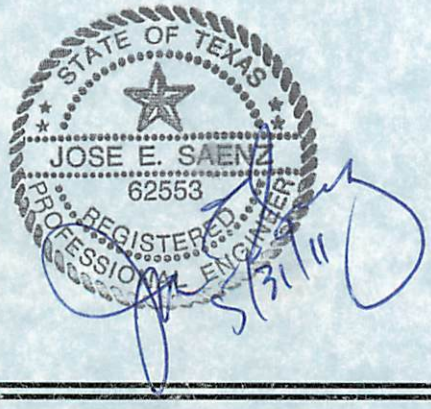


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LAKE VIEW

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    - **a.** Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    - **a.** Technical Specifications
    - **b.** Hidalgo County Specifications as per 340
    - **c.** Government Specifications & Special Provisions

17) **Exhibit B**
    - **a.** Debarment
    - **b.** W-9
    - **c.** Bidder/Vendor Application
    - **d.** Conflict of Interest Memo
    - **e.** Conflict of Interest Form
    - **f.** Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    - **a.** Government code Ch 2258
    - **b.** Prevailing Wage Rate
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19) **Exhibit E**
    - **a.** Checklist
    - **b.** Change Order
    - **c.** Payment of Application
    - **d.** Estimate Quantity Update
    - **e.** Schedule of Values

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY (PRECINCT NO. 4) with sealed bids on:

CAP-11-123-05-11-YSI "ROAD & DRAINAGE CONSTRUCTION FOR LAKEVIEW 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 **J. E SAENZ & ASSOCIATES, INC., 221 E. WISCONSIN, Edinburg, Texas 78539,** Phone No **(956) 383-2984** for the amount of **$100.00 EACH.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, MAY 05, 2010 at 3:00 P.M. at HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-11-123-05-11-YSI "ROAD & DRAINAGE CONSTRUCTION OF LAKEVIEW SUBDIVISION"** on the lower left hand corner of the corresponding 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 **19TH day of APRIL, 2011.**

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-11-123-05-11-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT 4 – ROAD AND DRAINAGE CONSTRUCTION FOR LAKEVIEW 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-11-123-05-11-YSI-- HIDALGO COUNTY PRECINCT 4 – ROAD AND DRAINAGE CONSTRUCTION FOR LAKEVIEW SUBDIVISION"**and in County's Purchasing Department, Conference Room at Physical Location: 2802 S Business Hwy 281, Hidalgo County, Edinburg, Texas, **on or before 9:30 p.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-11-123-05-11-YSI "LAKEVIEW 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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY PRECINCT 4 – ROAD AND DRAINAGE CONSTRUCTION FOR LAKEVIEW 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 Department
  2812 S. Bus. HWY 281
  Edinburg, Texas, 78539
  ATTN.: Martha L. Salazar, Purchasing Agent (956) 318-2626

17. Schedule of Events

Bid Opening, 9:30 AM	Wednesday, May 11, 2011
Award of Contract	Wednesday, May 23, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE

RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY PRECINCT 4 – ROAD AND DRAINAGE CONSTRUCTION FOR LAKEVIEW SUBDIVISION"
BID NO.: CSJ#3C1080401

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
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: Sascon, Inc.

Address: 5200 N. 26th Lane, McAllen, Texas 78504

By: [signature]

Printed Name: Joseph A. Sklosky

Title: Vice President

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct #_4_ (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 #_4_ 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 Certification 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 award 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 3
Grant No.: CSJ# 3C1080401
LAKE VIEW IMPROVEMENTS

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 90 **consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $250.00 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 J.E. Saenz & Associates, Inc. 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 signed bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID FORM

BID FORM

HIDALGO COUNTY PRECINCT NO 4
BORDER COLONIA ACCESS PROJECT
CSJ#3C1080401 LAKE VIEW IMPROVEMENTS

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
Sample						
100	37.64	STA	Preparing Row	Three Hundred Dollars Fifty Cents	$300.50	$6,271.44

PAVING

100	37.65	STA	Preparing ROW	Dollars / Cents	$ 300	$ 11,295
260	79	TON	4% Lime treated for base coarse.	Dollars / Cents	$ 300	$ 23,700
275	75	TON	4% Cement for road grader work	Dollars / Cents	$ 300	$ 22,500 ~~2100~~
500	1	L.S.	Mobilization	Dollars / Cents	$ 3000	$ 3000
530	2	EA	Turnouts (ASPH CONC PAV)(PB-1)	Dollars / Cents	$ 1600	$ 3,200 ~~3600~~
152	11,488.00	SY	6"Road Grader Work	Dollars / Cents	$ 2.20	$ 25 273 ~~60~~
247	10,787.00	SY	6"FL BS (DC)(TY D GR6 CL III)	Dollars / Cents	$ 7	$ 75,509
152	7,530.00	LF	Road side ditch	Dollars / Cents	$ 1	$ 75 30
5249	452	LF	Tempt SEDMT CONT fence	Dollars / Cents	$ 5	$ 2260
5249	452	LF	Tempt SEDMT CONT fence (remove)	Dollars / Cents	$ 5	$ 2260
340	10,087.00	SY	1-1/2" ASPH CONC TY D(W/prime coat)	Dollars / Cents	$ 8 0	$ 80,696
310	2,017.00	GAL	Prime coat (MC 30)	Dollars / Cents	$ 4 25	$ 8572 25
502	3	MO	Barricades, signs & traffic handling	Dollars / Cents	$ 500	$ 1500

267,295.85

Paving Subtotal	$ ~~271,795~~

Drainage

566	390	LF	15"RCP storm drain CL III	Dollars	$	$
				Cents	20	7800 —
530	420	SY	Driveways (ASPH PAV)(PRB-1)	Dollars	$	$
				Cents	22	9240 —
556	4	EA	Safety end treatment	Dollars	$	$
				Cents	1000 —	4000 —
556	84	LF	18"RCP storm drain CL III	Dollars	$	$
				Cents		
				Cents	50	4200 —

Drainage Subtotal	$
	25,240 —

Bid Total	$ ~~197,026.85~~ 292,535.85

BIDDER/COMPANY NAME: Sascon Inc.

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Jason Stloss

TITLE: President

OPENED
9:53
5-11-11
Witnessed

[signature]

CONTINUATION OF BID PAGE

The undersigned Bidder agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 90 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ _____ Dollars (_____), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposals 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,

Name of Firm

By: _____ May 10, 2011
Signature Date

VP
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

500 N. 26th St
Address
McAllen, TX 78504

956-682-3454
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: Oralia Ramos

Companies

COLONIAL AMERICAN CASUALTY AND SURETY CO

HOME OFFICES: P.O. BOX 1227 BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Sascon Inc.
5200 N 26th Ln
McAllen, TX 78504
(Here insert the name and address or legal title of the Contractor)

_____, as Principal, (hereinafter called the "P

Fidelity and Deposit Co of MD
and ~~Colonial American Casualty & Surety Co~~ of Baltimore, Maryland, a corporation duly
(Here insert the name of the Surety)

under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety") are held and firmly b

HIDALGO COUNTY
(Here insert the name and address or legal title of the Owner)

_____ as Obligee, (hereinafter called the "C

in the sum of Five Percent of Greatest Amount of Bid Dollars ($ 5% of G
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
LAKEVIEW IMPROVEMENTS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the or contract documents with good and sufficient surety for the faithful performance of such contract and for the payment of labor and material furnished in the prosecution thereof; or in the event of the failure of the Principal into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may faith contract with another party to perform the work covered by said bid, then this obligation shall be null a otherwise to remain in full force and effect.

Signed and sealed this 09th day of May A.D.

Witness

Principal

Title

☐ FIDELITY AND DEPOSIT COMPANY OF MARYLAND
☐ COLONIAL AMERICAN CASUALTY AND SURETY COMPAN

Witness

Surety

By

Title

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Ben D. SMITH, Brian LEWIS, Norma CAMARILLO and Mary VILLARREAL, all of McAllen, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Phillip Lee FOX, Ben D. SMITH, Brian LEWIS, Norma CAMARILLO, Maria ZUNIGA, dated October 11, 2007.

FOR YOUR PROTECTION LOOK FOR THE ZURICH WATERMARK

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 20th day of September, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1896

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY SEAL

Eric D. Barnes — *Eric D. Barnes* *Assistant Secretary*

By: Frank E. Martin Jr. — *Frank E. Martin Jr.* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 20th day of September, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC STATE OF MARYLAND

Constance A. Dunn

Constance A. Dunn *Notary Public*
My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 seals of the said Companies,

this 09th day of May, 2011.

Gregg E. Murray

Assistant Secretary

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-11-123-05-23

This Agreement, entered into this 23rd day of May, 2011 by and between Hidalgo County (hereinafter called the "OWNER," and, Sascon, Inc. (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 as follows:

LAKE VIEW IMPROVEMENTS

Hereinafter called the project, for the sum of ($292,535.85) Two Hundred Ninety Two Thousand, Five Hundred Thirty Five Dollars and Eighty Five 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 the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by J.E. SAENZ & ASSOCIATES, INC., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, ___May 23rd, 2011.

CONTRACTOR: Sascon Inc.
Print Name & Title: Jason A. Stelzer V.P.
Name of Firm: Sascon, Inc.

Address: 5200 N. 26th Lane
McAllen, Texas 78504
Fed I.D. #/SS #: 1-74-209 0614-5

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 23rd day of May, 2011, by Vice Pres Of and on behalf of Sascon Inc.
(Title) (A corporation)

Yzelda A Rodriguez
Notary Public-Signature

YZELDA A. RODRIGUEZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-16-2011

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

Jason A. Sklosi, being first duly sworn, deposes and says that:

(1) He is Vice President, of Snscon Inc, 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) _____

VP

(Title)

Subscribed and sworn to before me on this 29th

Day of June

Yzelda A Rodriguez

Title

YZELDA A. RODRIGUEZ
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-16-2011

Yzelda A Rodriguez

Bond No: PRF8613160

PUBLIC WORK
STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED BY THE 73rd LEGISLATURE, 1993

(Penalty of this bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, Sascon, Inc.
(Here insert the name and address or legal title of the Contractor)
5200 N 25th Lane, McAllen, Texas 78504

(hereinafter called the Principal), as Principal, and
Fidelity and Deposit Company of Maryland and Colonial American Casualty and Surety Company
(Here insert the name of the Surety)
a corporation organized and existing under the laws of the State of Maryland, with its principal office in the City of Baltimore
(hereafter called the Surety), as Surety, are held and firmly bound unto
Hidalgo County
(Here insert the name of the Obligee)
(hereinafter called the Obligee), in the amount of Two Hundred Ninety Two Thousand Five Hundred Thirty Five and 85/100
(Here insert an amount equal to the total contract price)

Dollars ($ 292,535.85), 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 written contract with the Obligee, dated the 23rd day of May, 2011, to 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 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 as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond shall be determined in accordance with the provisions 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 8th day of June, 2011

WITNESS:

(IF INDIVIDUAL OR FIRM)

ATTEST:

(IF CORPORATION)

Sascon, Inc. (SEAL)

(SEAL)

(SEAL)

(SEAL)

Principal

Fidelity and Deposit Company of Maryland and Colonial Am

Surety

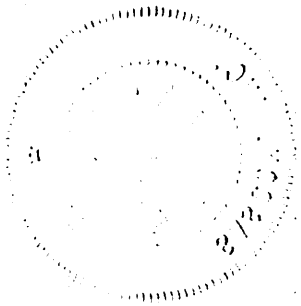
By Brian E. Lewis (SEAL)

Brian E. Lewis, Attorney-in-Fact

PRF73000TX0601f







Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Sascon, Inc.
5200 N 26th Lane
McAllen, Texas 78504

SURETY:

Fidelity and Deposit Company of Maryland and
Colonial American Casualty and Surety Company
PO Box 1227, Baltimore, Maryland 21203

OWNER (Name and Address):

Hidalgo County
2812 S Business Hwy 281
Edinburg, Texas 78539

CONSTRUCTION CONTRACT

Date: 05/23/2011
Amount: $ 292,535.85 Two Hundred Ninety Two Thousand Five Hundred Thirty Five and 85/100 Dollars
Description (Name and Location):
Hidalgo County Precinct #4 Border Access Colonia Project Lave View Subdivision

BOND:

Date: 06/08/2011 (Not earlier than Construction Contract Date)
Amount: $ 292,535.85

Modifications to this Bond: ✓ None __ See Section 18

CONTRACTOR AS PRINCIPAL	**SURETY**
Company	Company
Signature:	Signature:
Name and Title	Name and Title Brian E Lewis Producer

(Any additional signatures appear on the last page of this Payment Bond)

FOR INFORMATION ONLY – Name, address and telephone

AGENT OR BROKER:	OWNER'S REPRESENTATIVE: (Architect, Engineer or other party)

Language conforms to AIA Document A312 Payment Bond, 2010 edition.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5. The Surety's obligation to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor

.1 have furnished a written notice of non-payment to the Constrictor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
.2 have sent a Claim to the Surety (at the address described in Section 13)

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligations to furnish a written notice of non-payment under Section 5.1.1.

7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any disputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs, or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINTIONS

16.1 **Claim.** A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;

.2 the name of the person for whom the labor was done, or materials or equipment furnished;

.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;

.4 a brief description of the labor, materials or equipment furnished;

.5 the date on which the Claimant last performed labor or furnished or last furnished materials or equipment for use in the performance of the Construction Contract:

.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;

.7 the total amount of previous payments received by the Claimant; and

.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the claim.

16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for a which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3. **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the Agreement and the Contract Documents.

16.4. **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature: Brian E Lewis	
Name and Title: Jason Skloss		Name and Title: Brian E Lewis - Business Development	
Address: 5200 N 26th Lane McAllen, Texas 78504		Address: 1400 W McColl Rd, Ste. 105 McAllen, TX 78501	

Language conforms to AIA Document A312 Payment Bond, 2010 edition.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956871286
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Wausau Insurance Company	
INSURER B: Employers Insurance of Wausau	21415
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sascon Inc
5200 N 26th Lane
McAllen, TX 78504

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X BI/PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			YVVZ91446458031	07/24/2011	07/24/2012	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$1,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			ASJZ91446458021	07/24/2011	07/24/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCCZ91446458011	07/24/2011	07/24/2012	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County Precint #4 Border Access Colonia and Road Drainage Improvements Projects Lake View Subdivision.
County of Hidalgo shall be named as Additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2802 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

Brian E Lewis

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BDELA

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Ben D. SMITH, Brian LEWIS, Norma CAMARILLO and Mary VILLARREAL, all of McAllen, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Phillip Lee FOX, Ben D. SMITH, Brian LEWIS, Norma CAMARILLO, Maria ZUNIGA, dated October 11, 2007.

FOR YOUR PROTECTION LOOK FOR THE ARTICHOKE WATERMARK

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 20th day of September, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND — INCORPORATED — 1890 — SEAL — COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

By:

Eric D. Barnes *Assistant Secretary* *Frank E. Martin Jr.* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 20th day of September, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn *Notary Public*
My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 seals of the said Companies,

this 08th day of June, 2011.

Gregg E. Murray

Assistant Secretary

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, Jason A. Skloss, authorized representative for Siascon Inc.,
Company/Vendor

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

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

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

Automobile Liability: $1,000,000 General Liability: $$2,000,000

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

Authorized Representative

6-8-11
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Jason A. Skloss, possess all of the APPLICABLE:

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

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

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

Authorized Signature

6-8-11
Date

Simscon Inc.
Company

5200 N. 26th Lane
Address

McAllen, Tx. 78504
City, State, Zip

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 J. E. Sheer Associates, Inc.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or instrumentality's.
(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient infomation as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance 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"

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Jason A. Sklois
Title: V.P.
Telephone Number: (956) 682-3454
Date: 6-8-11

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

Technical Specifications

SPECIFICATION AS PER HIDALGO COUNTY

340

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

OA-30 OA-175*8 OA-400 TYPE-GRADE	Min.	Max	Min.	Max	Min.	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	--
Spot Test on Original OA			Neg.		Neg.	
Float Test at 122 F, sec	--	--	--	--	120	150

Test on 85 to 115 Pen.Residue*												
Residue by Wt., %	--	--	--	--					75	--		
Ductility, 77 F, 5 cm/min:												
Original Res., cms	--	--	--	--					100	--		
Subjected to Thin Film Test, cms	--	--	--	--					100	--		

*Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

**For use with Latex Additive only.

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140F Stokes	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.	0.7	--	1.1	--	1.4	--	1.9	--	2.5	--	3.5	--
Penetration, 77 F 100 g, 5 sec. .	250	--	210	--	135	--	85	--	55	--	35	--
Flash Point, C.O.C.,F. . . .	425	--	425	--	425	--	450	--	450	--	450	--
Solubility in trichloroethylene, percent. . . .	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--
Test on residues from thin film oven test: Viscosity, 140F stokes.	--	450	--	900	1500	--	3000	--	6000	--	--	12000
Ductility, 77 F, 5 cms per min,cms	100	--	100	--	100	--	70	--	50	--	30	--
Spot test. . . .	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solids basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S	70/30
Minimum solids content	67%
Solids content per gal.@ 67%	5.3 lbs.
Coagulum on 80-mesh screen	0.01% max.
Type Anti-oxidant	staining
Mooney viscosity of Polymer(M/L 4@212F)	100 min.
pH of Latex	9.4 - 10.5
Surface tension	28-42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes	1500 max.
Ductility at 39.2 F. 1 cm. per., cm	100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"D"	4.0 - 8.0	9.0 - 19.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the County and/or City. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the County and/or City.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt 64-22 (AC-20) shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30 Mechanic Testing
AASHTO T-27 Passing No. 200 Sieve
AASHTO T-89 Liquid Limit
AASHTO T-96 Los Angeles Abrasion
AASHTO T-104 Soundness (Magnesium Sulfate)
ASTM C – 131 Resistance to Degradation
ASTM C – 136 Sieve Analysis
ASTM C – 2419 Sand Equivalence Value
SDHPT Tex - 106-EMethod of Calculating Plasticity Index of Solids
SDHPT Tex-217 – F(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex-203 – Quality 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 more than 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 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 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 when tested in accordance with TxDOT Test Methods Tex-207-F and Tex-227-F. The operating range for control of laboratory density during production shall be optimum density plus or minus 1.5 percent.

D. The materials in the mixture design shall produce a mixture with a stability value of at least 35, unless otherwise shown in the plans, when tested in accordance with TxDOT Test Method Tex-208-F.

During the mix design process the ENGINEER will consider other factors, in addition to air voids and stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

E. 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	
Retained on the No. 10 sieve or larger	Plus or minus 5 percent
Retained below the No. 10 sieve	Plus or minus 3 percent

Asphaltic Material	Plus or minus 0.5 percent by wt or 1.2 percent by vol.
Mixing Temperature	Plus or minus 20 F

F. 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
Voids	3 - 5%	3 - 5%
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.

E. 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-edge 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 these 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 establish 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 longitudinally 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. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.

3. 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.

4. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.

5. 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 comp active effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Re-rolling 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.

6. 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.

7. 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 1500 square yards or fraction thereof or as directed by the Engineer. The density shall be with in the limits of max 98% and min 91%. 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 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

SPECIAL PROVISION

464—003

Reinforced Concrete Pipe

For this project, Item 464, "Reinforced Concrete Pipe," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 464.2. Materials, Subarticle (2) Design. The third sentence of the first paragraph is voided and replaced by the following:

Table C outlines the Class and D-load equivalents for ASTM C76.

Article 464.2. Materials, Subarticles (2) Design, Table C is voided and replaced by the following:

Table C
ASTM C76- Circular Pipe

Class	D-Load
I	800
II	1000
III	1350
IV	2000
V	3000

SPECIAL PROVISION

502---027

Barricades, Signs and Traffic Handling

For this project, Item 502, "Barricades, Signs and Traffic Handling," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.2. Construction Methods. The first paragraph is voided and replaced by the following:

All barricades, signs and other types of devices listed above shall conform to the requirements of the plans, the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the Compliant Work Zone Traffic Control Devices (CWZTCD) list. In cases of disagreement between these documents, the CWZTCD list shall govern over plans, and the TMUTCD shall govern over both the CWZTCD list and plans.

The following paragraph has been added to reflect new sheeting requirements for work zone signs and traffic control devices:

- All work zones on Interstate Highways shall use fluorescent prismatic reflective sheeting, meeting the requirements of Departmental Material Specification DMS-8300 Type E, for all signs and traffic control devices that have an orange background and a black non-reflective legend. All signs with a white background and black non-reflective legend shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C. Orange and white sheeting used on channelizing devices shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C.

  Workzones on all other types of roadways shall use High Specific Intensity reflective sheeting, meeting the requirements of DMS-8300 Type C for all signs and traffic control devices that have an orange background and a black non-reflective legend. All signs with a white background and black non-reflective legend shall be constructed using Engineering Grade sheeting that meets the requirements of DMS-8300 Type A. Orange and white sheeting used on channelizing devices shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C.

- Beginning with the January 2003 Letting—all work zones on Interstate, US or State Highways shall use fluorescent prismatic reflective sheeting, meeting the requirements of Departmental Material Specification DMS-8300 Type E, for all signs and traffic control devices that have an orange background and a black non-reflective legend. All signs with a white background and black non-reflective legend shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C. Orange and white sheeting used on channelizing devices shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C.

  Workzones on all other types of roadways shall use High Specific Intensity reflective sheeting, meeting the requirements of DMS-8300 Type C for all signs and traffic control devices that have an orange background and a black non-reflective legend. All signs with a white background and black non-reflective legend shall be constructed using Engineering Grade sheeting that meets the requirements of DMS-8300 Type A. Orange and white sheeting used on channelizing devices shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C.

- Beginning with the July 2003 Letting—all work zones shall use fluorescent prismatic reflective sheeting, meeting the requirements of Departmental Material Specification DMS-8300 Type E, for all signs and traffic control devices that have an orange background and a black non-reflective legend. All signs with a white background and black non-reflective legend shall be manufactured using High Specific Intensity sheeting

meeting the requirements of DMS-8300 Type C. Orange and white sheeting used on channelizing devices shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C.

The Contractor may choose to furnish the Type E orange fluorescent sheeting or Type C white sheeting on any project at an earlier time frame if the Contractor has the available inventory. At no time shall the Contractor mix Type E fluorescent orange sheeting with orange Type C High Specific Intensity sheeting on the same project. White Engineering Grade (Type A) shall not be mixed with white High Specific Intensity (Type C) sheeting.

Refer to the plans and standard plan sheets for additional details.

Article 502.4. Payment. Paragraphs "(1)", "(2)", "(4)" and "(6)" are voided and replaced by the following:

(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 estimate cycle after the retainage estimate.

(2) Payment for this Item will begin on the first payable estimate after barricades, signs and traffic handling devices have been installed in accordance with the TCP and construction has begun.

(4) The quantity under this Item will not exceed the total plan quantity except when modified by change 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 change order.

(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 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.

SPECIAL PROVISION

530---012

Driveways and Turnouts

For this project, Item 530, "Driveways and Turnouts," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 530.3. Construction Method is supplemented by the following:

Where sidewalks cross and connect to driveways or turnouts, abrupt changes in sidewalk elevation shall not exceed ¼ inch and sidewalk cross slope shall not exceed 2%.

Article 530.5. Payment is voided and replaced by the following:

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 "Driveways (Asphaltic-Concrete Pavement)", "Driveways (Surface Treatment)", "Turnouts (Asphaltic-Concrete Pavement)" or "Turnouts (Surface Treatment)" of the design type specified. This price shall be full compensation for furnishing all materials required; all labor, tools, equipment, all excavation and hauling of excavated material, and all royalty, sprinkling, compacting and incidentals necessary to complete the work except that drainage structures will be measured and paid for in accordance with the pertinent bid items. Sidewalks that cross and connect to an Asphaltic Concrete Pavement or Surface Treatment driveway or turnout will be measured and paid for in accordance with Item 531, "Sidewalks".

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 "Driveways (Concrete)", "Turnouts (Concrete)" of the design type specified. This price shall be full compensation for furnishing all materials required; all labor, tools, equipment, all excavation and hauling of excavated material, and all royalty, sprinkling, compacting and incidentals necessary to complete the work, including any crossing sidewalk, except that drainage structures will be measured and paid for in accordance with the pertinent bid items.

SPECIAL PROVISION

556---001

Pipe Underdrains

For this project, Item 556, "Pipe Underdrains," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 556.2. Materials, Subarticle (2) Filter Material, the second paragraph is voided and replaced by the following:

The percent composition by weight of the filter material in place shall conform to the following gradings:

Percent Retained on Sieve

Sieve Size	Type A	Type B	Type C	Type D	Type E	Type F
1-1/2"	-	-	0-10		Shall conform to Item 302, "Aggregates for Surface Treatments"	As shown on the plans
3/4"	-	0-10	20-40			
3/8"	-	15-35	-	-		
No. 4	0-10	35-55	40-60	0-5		
No. 8				0-20		
No. 16				15-50		
No. 30				40-75		
No. 50				70-90		
No. 100				90-100		

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.

SECTION 02210 - SITE GRADING

PART 1 GENERAL

REFERENCES

American Society for Testing and Materials (ASTM):

ASTM D1140-54 - Standard Test Method for Amount of Material in Soils Finer than the No. 200 (75-um) Sieve.

ASTM D1557-78 - Standard Test Methods for Moisture Density Relations of Soils and Soil Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in. (457-mm) Drop.

ASTM D4253-83 - Standard Test Methods for Maximum Index Density of Soils Using a Vibratory Table.

ASTM D4318-84 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

DEFINITIONS

Influence Zone Under Foundations, Pavements, or Sidewalks: Area below foundation or pavement and sidewalk sub-base bounded by 1 horizontal to 2 vertical slope extending outwards from 1-ft beyond outer edge of foundation, pavement or sidewalk.

Influence Zone Around Piping or Electrical Ducts: Area below limits bounded by line 12 in. above pipe or duct and by 1 horizontal to 2 vertical slope extending outwards from that line 1-ft beyond outer edge of pipe or duct.

Unsuitable Material: Topsoil, peat, organic soils, and materials containing slag, cinders, foundry sand, debris, and rubble or soil with less than required bearing capacity as determined by ENGINEER.

SUBMITTALS

Test Results

Submit in accordance with Section 01300

QUALITY ASSURANCE

Testing shall be provided by the CONTRACTOR in accordance with this section and Section 01410.

PROJECT/SITE CONDITIONS

Notify corporations, companies, individuals or authorities owning above or below ground conduits, wires, pipes or other utilities running to property or encountered during grading operations.

Cap or remove and relocate services in accordance with instructions by owners of said services.

Protect, support, and maintain conduits, wires, pipes or other utilities that are to remain in accordance with requirements of owners of said services.

PART 2 PRODUCTS

FILL MATERIALS

Conform to requirements of Section 02220.

PART 3 EXECUTION

EXAMINATION

Examine surfaces to receive fill to determine existence of areas loosened by frost action, softened by flooding or weather or of unsuitable materials.

PREPARATION

Fill settled areas where excavations or trenches were backfilled and holes made by demolition, tree removal, and site preparation work.

Natural soils or compacted fill softened by frost, flooding or weather shall be removed, replaced, and compacted.

Remove unsuitable material from under walks, parking, and driveway areas.

Proof roll areas to receive refill material to detect soft or loose zones prior to placing fill. Remove and replace soft or loose zones.

Keep construction site free draining.

Plow, step, or bench slopes steeper than 1 vertical to 4 horizontal.

Disc level surfaces.

Grading within influence zone of existing or future structures or piping and electrical ducts shall be in accordance with Section 02220.

PLACING FILL

Conform to requirements of Section 02220.

FIELD QUALITY CONTROL

Rough Grading Tolerances:

Grade to 4 inches below finished grade in areas to receive topsoil, but not unless new grade is less than 4 in. above existing grade. Grade to bottom of the base-course in areas to receive paving or riprap. Maximum allowable variation from design elevation is 1 in. in 10 ft. Degree of finish shall be ordinarily obtainable from either blade-grader or scraper operations, except as otherwise specified.

Rough grading areas, including excavated and filled sections and adjacent transition areas shall be reasonably smoothed, compacted, and free from irregular surface changes.

Conform to requirements of Section 02220.

ADJUSTMENT AND CLEANING

Excess Material:

OWNER has first right to excess grading material suitable for backfilling or site grading, not required at job site.

Remove material not required by OWNER from site.

Stockpile material suitable for backfill where indicated on Drawings or designated by ENGINEER. Place no fill where trenches for sewers, water lines or other utilities will be located.

Remove material not suitable for backfilling or site grading and unsuitable materials from site.

Rough grade areas within grading lines and areas which are disturbed to achieve grade lines and grades as indicated on Drawings, with allowance for thickness of pavements, sidewalks, and topsoil.

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SECTION 02511- CALICHE PAVING

PART 1 - GENERAL

SUBMITTALS:

Test Results

QUALITY ASSURANCE

Testing: Sampling and testing will be done independent testing laboratory paid for by CONTRACTOR.

PRODUCTS

MATERIALS

Caliche-paving materials to meet the requirements of, TxDOT 1993 Standard Specifications Item 247.
Material to be Grade 4.
Material to have a minimum laboratory California Bearing Ratio of 50.
Prime coat: MC-1

EXECUTION

PREPARATION

Check subgrade as to soundness, outline, and contour. Prepare subgrade for areas to be paved by scraping down bumps and irregularities to obtain smooth, even bed.

Remove and replace with any area, including soft or spongy spots, where displacement in subgrade is more than ½ inch in front of rollers.

INSTALLATION

Place materials when surface is dry and atmospheric temperature is above 40^{o} F.

Prior to and during compaction shape material and maintain to dimensions and contour. Keep surface of each layer true and smooth.

Compact to 98% of maximum density before succeeding layer is placed.

Variations from true profile and section shall not be more than 3/8 inch.

Prime compacted caliche surface at the rate of 0.20 gallons per square yard.

FIELD QUALITY ASSURANCE

Testing: Optimum Moisture Content and Maximum Density: Comply with AASHTO T99, Method C, with replacement of fraction aggregate retained on 3/4 inch sieve with No. 4 to 3/4 inch material.

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SECTION 03100 - CONCRETE FORMWORK

PART 1 GENERAL

SECTION INCLUDES:

Formwork for cast-in-place concrete, with shoring, bracing and anchorage.

Openings for other work.

Form accessories.

Form stripping.

RELATED SECTIONS

Section 03200. Concrete Reinforcement.

Section 03300. Cast-in-Place Concrete.

REFERENCES

ACI 347- Recommended Practice For Concrete FORMWORK.

PS-1- Construction and Industrial Plywood.

DESIGN REQUIREMENTS

Design, engineer and construct FORMWORK, shoring and bracing to conform to design and code requirements; resultant concrete to conform to required shape, line and dimension, as indicated on plans.

QUALITY ASSURANCE

Perform Work in accordance with ACI 347.

Maintain one copy of each document on site.

QUALIFICATIONS

Design FORMWORK under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed at the place where the Project is located in the State of Texas.

REGULATORY REQUIREMENTS

Conform to applicable code for design, fabrication, erection and removal of FORMWORK.

DELIVERY, STORAGE, AND HANDLING

Deliver, store, protect and handle products to site under provisions of the Contract.

Store off ground in ventilated and protected manner to prevent deterioration from moisture.

COORDINATION

Coordinate work under provisions of the Contract.

Coordinate this Section with other Sections of work, which require attachment of components to FORMWORK.

If FORMWORK is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Engineer before proceeding.

PART 2 PRODUCTS

WOOD FORM MATERIALS

Form Materials: At the discretion of the Contractor.

PREFABRICATED FORMS

Preformed Steel Forms: Minimum 16 gage matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

Glass Fiber Fabric Reinforced Plastic Forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

Tubular Column Type: Round, spirally wound laminated fiber material, surface treated with release agent, non-reusable, of sizes required; and as indicated on plans.

FORMWORK ACCESSORIES

Form Ties: Snap-off type, galvanized metal, fixed or adjustable length, with waterproofing washer, free of defects that could leave holes in concrete surface.

Form Release Agent: Colorless mineral oil, which will not stain concrete, or absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.

Corners: Filleted and chamfered, rigid plastic or wood strip type, size as indicated on plans using maximum possible lengths.

Dovetail Anchor Slot: Galvanized steel, 22-gauge thick, foam filled or non-filled as indicated on plans, release tape sealed slots, anchors for securing to concrete FORMWORK.

Nails, Spikes, Lag Bolts, Through Bolts, Anchorages:
Sized as required, of sufficient strength and character to maintain FORMWORK in place while placing concrete.

Water stops: Rubber or Polyvinyl chloride, minimum 1,750 psi tensile strength, minimum 50 degrees F (46 degrees C) to plus 175 degrees F (79 degrees C) working temperature range, width indicated on plans, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.

PART 3 EXECUTION

EXAMINATION

Verify lines, levels and centers before proceeding with FORM WORK. Ensure that dimensions agree with Drawings.

EARTH FORMS

Hand trim sides and bottom of earth forms. Remove loose soil prior to placing concrete.

ERECTION, FORMWORK

Erect FORMWORK, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.

Provide bracing to ensure stability of FORMWORK. Shore or strengthen FORMWORK subject to over stressing by construction loads.

Arrange and assemble FORMWORK to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

Align joints and make watertight. Keep form joints to a minimum.

Provide fillet and chamfer strips on external corners.

APPLICATION, FORM RELEASE AGENT

Apply form release agent on FORMWORK in accordance with manufacturer's recommendations.

Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings, which are effected by the agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

INSERTS, EMBEDDED PARTS, AND OPENINGS

Provide formed openings where required for items to be embedded in or passing through concrete work.

Locate and set in place items, which will be cast directly into concrete.

Coordinate work of other Sections in forming and placing openings, slots, reglets, recesses, chases, sleeves, bolts, anchors, and other inserts.

Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.

Install water stops continuous without displacing reinforcement. Heat seal joints watertight.

Provide temporary ports or openings in FORMWORK where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

Close temporary openings with watertight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
FORM CLEANING

Clean and remove foreign matter within forms as erection proceeds.

Clean formed cavities of debris prior to placing concrete.

Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

During cold weather, remove ice and debris from within forms. Do not use de-icing salts or water to clean out forms, unless FORMWORK and concrete construction proceed within heat enclosure. Use compressed air or other means to remove foreign matter.

FORMWORK TOLERANCES

Construct FORMWORK to maintain tolerances required by ACI 301.

Camber slabs and beams 1/4 inch per 10 feet in accordance with ACI 301 and as indicated on plans.

FIELD QUALITY CONTROL

Inspect erected FORMWORK, shoring, and bracing to ensure that work is in accordance with FORMWORK design, and that supports, fastenings, wedges, ties, and items are secure.

FORM REMOVAL

Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

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SECTION 03200 - CONCRETE REINFORCEMENT

PART 1 GENERAL

SECTION INCLUDES

Furnish all labor, materials, tools, equipment, and related items required to fabricate and place reinforcement for cast-in-place concrete including reinforcing steel bars, wire fabric and accessories for cast-in-place concrete.

RELATED SECTIONS

Section 03100. Concrete Formwork.

Section 03300. Cast-in-Place Concrete.

REFERENCES

ACI 301- Structural Concrete for Buildings.

ACI 318- Building Code Requirements For Reinforced Concrete.]

ACI SP66- American Concrete Institute- Detailing Manual.

ANSI/ASTM A82- Cold Drawn Steel Wire for Concrete Reinforcement.

ANSI/ASTM A184- Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.

ANSI/ASTM A185- Welded Steel Wire Fabric for Concrete Reinforcement.

ANSI/ASTM A496- Deformed Steel Wire Fabric for Concrete Reinforcement.

ANSI/ASTM A497- Welded Deformed Steel Wire Fabric for Concrete Reinforcement.

ANSI/AWS D1.4- Structural Welding Code for Reinforcing Steel.

ANSI/AWS D12.1- Reinforcing Steel Welding Code.

ASTM A615- Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

ASTM A616- Rail Steel Deformed and Plain Bars for Concrete Reinforcement.

ASTM A617- Axle Steel Deformed and Plain Bars for Concrete Reinforcement.

ASTM A704- Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.

ASTM A706- Low-Alloy Steel Deformed Bars for Concrete Reinforcement.

ASTM A767- Zinc-Coated (Galvanized) Bars for Concrete Reinforcement.

ASTM A775- Epoxy-Coated Reinforcing Steel Bars.

ASTM D3963- Epoxy-Coated Reinforcing Steel.

AWS D12.1- Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced

Concrete
Construction.

CRSI- Concrete Reinforcing Steel Institute Manual of Practice.

CRSI 63- Recommended Practice For Placing Reinforcing Bars.

CRSI 65- Recommended Practice For Placing Bar Supports, Specifications and Nomenclature.

SUBMITTALS

Submit under provisions of the Contract and as requested by the Engineer.

Shop Drawings: Indicate bar sizes, spacing, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices. Including splicing and laps of rod and shapes.

Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

QUALITY ASSURANCE

Perform Work in accordance with CRSI 63, 65 and Manual of Practice; ACI 301; ACI SP66; ACI 318; ANSI/ASTM A184.

Submit certified copies of mill test report of reinforcement materials analysis.

Provide Engineer with access to fabrication plant to facilitate inspection of reinforcement. Provide notification of commencement and duration of shop fabrication in sufficient time to allow inspection.

Allowable tolerances:

Fabricating:
Sheared length - plus or minus one inch.
Stirrups and ties - plus or minus one-half inch.
Members more than eight inches but not over two feet deep - plus or minus one-half inch.
Members more than two feet deep - plus or minus one inch.
Crosswise of members - space evenly within two inches of stated separation.
Lengthwise of members - plus or minus two inches.

COORDINATION

Coordinate work under provisions of the Contract.

Coordinate with placement of formwork, formed openings and other Work.

PART 2 PRODUCTS

REINFORCEMENT

Reinforcing Steel: ASTM A615, 40 or 60 ksi yield grade; billet steel bars, domestic manufacturer, plain finish and as indicated on plans.
Reinforcing Steel Mat: ASTM A704, ASTM A615, 40 or 60 ksi yield grade; steel bars or rods, plain finish and as indicated on plans.

Stirrup Steel: ANSI/ASTM A82, plain finish and as indicated on plans.

Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets or coiled rolls; plain finish and as indicated on plans.

ACCESSORY MATERIALS

Tie Wire: Minimum 16-gauge black annealed steel type.

Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.

Special Chairs, Bolsters, Bar Supports, and Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic coated steel or Stainless steel type; size and shape as required.

FABRICATION

Fabricate concrete reinforcing in accordance with CRSI Manual of Practice; ACI SP66; ACI 318; ANSI/ASTM A184.

Weld reinforcement in accordance with ANSI/AWS D1.4; ANSI/AWS D12.1.

Galvanized or Epoxy Coated Reinforcement: Clean surfaces, weld and re-protect welded joint in accordance with manufacturer's instructions.

Locate reinforcing splices not indicated on Drawings, at point of minimum stress. Review location of splices with Engineer.

PART 3 EXECUTION

PLACEMENT

Place, support and secure reinforcement against displacement. Do not deviate from required position.

Do not displace or damage vapor barrier.

Accommodate placement of formed openings.

Maintain concrete cover around reinforcing as indicated on plans.

FIELD QUALITY CONTROL

Field inspection may be performed under provisions of the Contract.

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SECTION 03300 – CAST-IN-PLACE CONCRETE

PART 1 GENERAL

SECTION INCLUDES

Cast-in-place concrete for inlets, flow control boxes, meter vaults, manhole structures, tanks, thrust blocks, slabs on grade, and as indicated on plans.

RELATED SECTIONS

Section 03100, Concrete Formwork: Formwork and accessories.

Section 03200, Concrete Reinforcement.

REFERENCES

ACI 301- Structural Concrete for Buildings.

ACI 302- Guide for Concrete Floor and Slab Construction.

ACI 304- Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.

ACI 305R- Hot Weather Concreting.

ACI 306R- Cold Weather Concreting.

ACI 308- Standard Practice for Curing Concrete.

ACI 3 Building Code Requirements for Reinforced Concrete.

ANSI/ASTM D1190- Concrete Joint Sealer, Hot-Poured Elastic Type.

ANSI/ASTM D1751- Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).

ANSI/ASTM D1752- Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

ASTM C33- Concrete Aggregates.

ASTM C94- Ready-Mixed Concrete.

ASTM C150- Portland cement.

ASTM C260- Air Entraining Admixtures for Concrete.

ASTM C330- Light Weight Aggregates For Structural Concrete.

ASTM C494- Chemicals Admixtures for Concrete.

ASTM C618- Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.

SUBMITTALS

Submit under provisions of the Contract and as requested by Engineer.

Product Data: Provide data on joint devices, attachment accessories, admixtures and mix design.

Samples: Submit two 6-inch long samples of expansion/contraction joint and control joint.

Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent Work.

PROJECT RECORD DOCUMENTS

Submit under provisions of the Contract.

Accurately record actual locations of embedded utilities and components, which are concealed from view.

QUALITY ASSURANCE

Perform Work in accordance with ACI 301.

Maintain one-copy copies of each document on site.

Acquire cement and aggregate from same source for all work.

Conform to ACI 305R when concreting during hot weather.

Conform to ACI 306R when concreting during cold weather.

COORDINATION

Coordinate work under provisions of the Contract.

Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

CONCRETE MATERIALS

Cement: ASTM C150, Type I - Normal; Type IA - Air Entraining; Type II - Moderate; Type IIA - Air Entraining; Type III - High Early Strength; Type IIIA - Air Entraining; Type IV - Low Heat of Hydration; Type V - Sulphate Resistant; Portland type and as indicated on plans.

Fine Aggregates: ASTM C33; clean, hard, durable, uncoated, natural sand free from silt, loam or clay.

Coarse Aggregates: ASTM C33; hard, durable, uncoated, crushed, stone gradation sized in accordance with size No. 57 unless otherwise approved in mix design. Maximum aggregate size in accordance with ACI 318.

Water: Clean and free from oil, acid, alkalies, or other impurities not detrimental to concrete.

ADMIXTURES

Air Entrainment: ASTM C260.

Chemical: ASTM C494, Type A - Water Reducing; Type B - Retarding; Type C - Accelerating; Type D - Water Reducing and Retarding; Type E - Water Reducing and Accelerating; Type F - Water Reducing, High Range; Type G - Water Reducing, High Range and Retarding admixture.

Fly Ash: ASTM C618; maximum 2% loss on ignition.

ACCESSORIES

Bonding Agent: Polymer resin emulsion; Polyvinyl Acetate; Latex emulsion; Two component modified epoxy resin; n-solvent two component polysulphide epoxy; Mineral filled polysulphide polymer epoxy; Mineral filled polysulphide polymer epoxy resin; Versamid cured epoxy; as indicated on plans.

Vapor Barrier: 6 mil thick clear polyethylene film, type recommended for below grade application; as indicated on plans.

Non-Shrink Grout: Premixed compound consisting of non metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi. in 48 hours and 7,000 psi. in 28 days.

JOINT DEVICES AND FILLER MATERIALS

Joint Filler Type A: ASTM D1751; ASTM D994; Asphalt impregnated fiberboard or felt, 1/4 inch thick; tongue and groove profile; as indicated on plans.

Joint Filler Type B: ASTM D1752; Closed cell; polyvinyl chloride; molded vinyl; foam, resiliency recovery of 95 percent if not compressed more than 50 percent of original thickness; as indicated on plans.

Joint Filler Type C: ASTM D1752; Pre-molded sponge rubber, fully compressible with recovery rate of minimum 95 percent; as indicated on plans.

Construction Joint Devices: Integral galvanized steel or extruded plastic; to required thickness, formed to tongue and groove profile, with removable top strip exposing sealant trough, knockout holes spaced at 6 inches, ribbed steel spikes with tongue to fit top screed edge; as indicated on plans.

Expansion and Contraction Joint Devices: ASTM B221 alloy, extruded aluminum; resilient elastomeric; vinyl; neoprene; filler strip with a Shore A hardness of 35 to permit plus or minus 25 percent joint movement with full recovery; extruded aluminum or vinyl cover plate, of longest manufactured length at each location, flush or recessed mounted; color as selected or indicated on plans.

Sealant: ASTM D1190; Hot applied, rubber; synthetic rubber; asphalt; polymer based asphalt; coal tar and rubber; compound.

CONCRETE MIX

Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.

Provide concrete to the following mix design:

Strength: Concrete is classified and specified by ultimate compressive strength at age 28 days.

Proportions: Proportions of cement, aggregate, and water to attain required plasticity and

compressive strength shall be in accordance with ACI 318. Do not make changes in proportions without Engineer's approval.

Concrete to yield following characteristics:

Type A- 4,000 psi at 28 days, Minimum Slump 3 inches, and maximum slump 5 inches.

As indicated on plans.

Use accelerating admixtures in cold weather only when approved by Engineer.

Use of admixtures will not relax cold weather placement requirements.

Use calcium chloride only when approved by Engineer.

Use set retarding admixtures during hot weather only when approved by Engineer.

Add air-entraining agent to normal weight concrete mix for work exposed to exterior.

PART 3 EXECUTION

EXAMINATION

Verify site conditions under provisions of Contract.

Verify requirements for concrete cover over reinforcement.

Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

PREPARATION

Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.

In locations where new concrete is doweled to existing work, drill holes in existing concrete; insert steel dowels and pack solid with non-shrink grout.

PLACING CONCRETE

Place concrete in accordance with ACI 304; ACI 301; or ACI 318.

Notify Engineer minimum 24 hours prior to commencement of operations.

Ensure reinforcement, inserts, embedded parts, formed joint fillers, joint devices and related appurtenances are not disturbed during concrete placement.

Install vapor barrier under interior slabs on grade. Lap joints minimum 6 inches and seal watertight by sealant applied between overlapping edges and ends or taping edges and ends.

Repair vapor barrier damaged during placement of concrete reinforcing. Repair with vapor barrier material; lap over damaged areas minimum 6 inches and seal watertight.

Install joint fillers, primer and sealant in accordance with manufacturer's instructions.

Separate slabs on grade from vertical surfaces with ½ inch thick joint filler.

Extend joint filler from bottom of slab to within ½ inch of finished slab surface.

Install joint devices in accordance with manufacturer's instructions.

Install construction joint device in coordination with floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.

Install joint device anchors. Maintain correct position to allow joint cover flush with floor and wall finish.

Install joint covers in one piece or longest practical length, when adjacent construction activity is complete.

Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

Place concrete continuously between predetermined expansion, control, and construction joints.

Do not interrupt successive placement; do not permit cold joints to occur.

Place floor slabs in checkerboard pattern indicated.

Saw cut joints within 24 hours after placing. Using 3/16-inch thick blade, cut into 1/4 depth of slab thickness.

Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/4 inch in 10 ft or as indicated on plans.

CONCRETE FINISHING

Provide formed concrete surfaces to be left exposed, concrete walls, columns, beams, joists, with smooth rubbed; sand float; sack rubbed finish as indicated on plans.

Finish concrete floor surfaces in accordance with ACI 301.

Wood float surfaces which will receive, quarry tile, ceramic tile, or terrazzo with full bed setting system.

Steel trowel surfaces, which will receive carpeting, resilient flooring, seamless flooring, thin set quarry tile, or thin set ceramic tile.

Steel trowel surfaces, which are scheduled to be exposed.

In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains 1/4 inch per foot nominal or otherwise as indicated on Plans.

CURING AND PROTECTION

Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

FIELD QUALITY CONTROL

Field inspection and testing may be performed in accordance with ACI 301 and under provisions of the Contract or upon request of the Engineer.

Provide free access to Work and cooperate with appointed firm.

Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.

Tests of cement and aggregates may be performed to ensure conformance with specified requirements.

Three concrete test cylinders will be taken for every 75 or less or 100 or less cu yds. of each class of concrete placed.

One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.

One slump test will be taken for each set of test cylinders taken.

PATCHING

Allow Engineer to inspect concrete surfaces immediately upon removal of forms.

Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.

Patch imperfections as directed and in accordance with ACI 301.

DEFECTIVE CONCRETE

Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

The Engineer will determine repair or replacement of defective concrete.

Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

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GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

FOR THE PURPOSE OF CONSTRING THIS PROPOSAL AND THE ATTACHED FORM OF CONTRACT, THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, AS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON MARCH 1, 1993, HEREAFTER REFERRED TO ARE APPROVED AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES BY HIDALGO COUNTY AS OFFICIAL SPECIFICATIONS, TOGETHER WITH AND TO BE MODIFIED BY THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS ARE LISTED HEREIN:

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

ITEM 247	FLEXIBLE BASE (204)
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530	DRIVEWAYS AND TURNOUTS
ITEM 5010	CONSTRUCTION EXITS

SPECIAL SPECIFICATIONS

ITEM 5249	TEMPORARY SEDIMENT CONTROL FENCE (5004)

GENERAL NOTES AND STANDARD SPECIFICATIONS

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
Sysco Inc.

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
5200 W. 24th. Ln.

Requester's name and address (optional)

City, state, and ZIP code
McAllen, TX 78504

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
7	4	–	2	0	9	0	6	1	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ June 20, 2011

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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: Sascon Inc **Telephone No. (** 956 **)** 682-3454

dba Name:

Legal Name: Sascon Inc

Mailing Address : 5200 N. 24th Lane **Fax No. (**956 **)** 682-2542

Physical Address: Same

City, State, Zip McAllen Tx 78504 **Tax I.D. No.**

Remit to Address : 5200 N. 24th Lane **City, State, Zip** McAllen, TX 78504

E-Mail Address:

Representative(s) Name(s) & Title(s) Carol Skloss / Sec. Treas. Jason Skloss V.P. H.A. Skloss Pres.

Type of Organization (check one): ____ Individual ____ Partnership ✓ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** 1980 **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:
Carol Skloss, Jason Skloss Herman Skloss

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	***Disadvantaged Business (At Least 51% Ownership)***	
Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
More than 500,000 annual gross receipt		

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

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

Indicate Certification No(s).: 74-209614 or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

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

2216750

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

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Jun 22,2011 at 08:10A

As a Recording

Document Number: 2216750
Total Fees : 16.00

Receipt Number - 1205216
By,
Carolyn Martinez, Deputy

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

NONE / SASCON INC

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

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

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

NONE

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

NONE

4

SASCON INC

H.A. Skloss Pres

Signature of person doing business with the governmental entity

H.A. SKLOSS PRES

6-21-11

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) 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 24 day of MAY, 20 11.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(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.

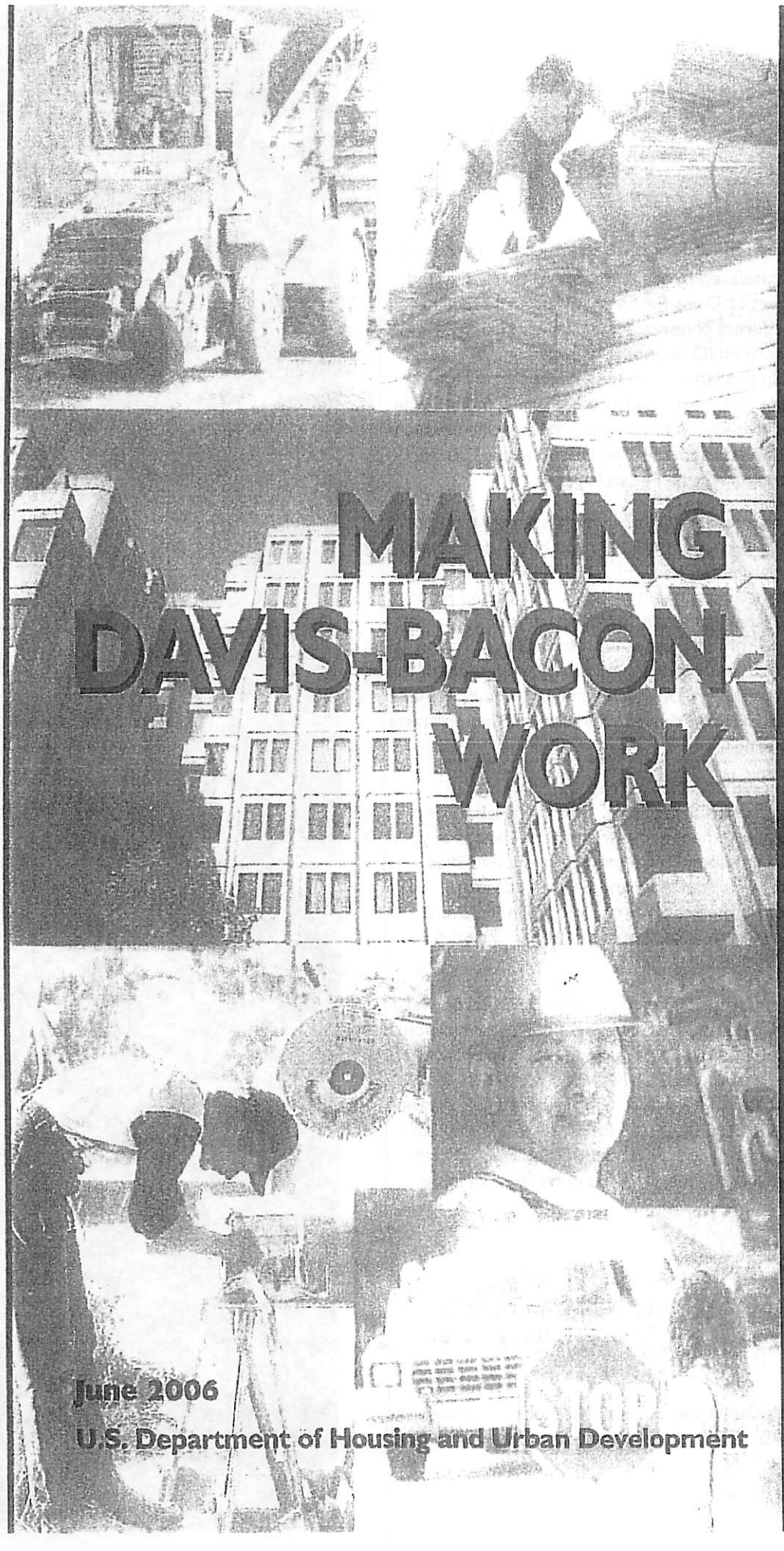
(c) An offense under this section is punishable by:

(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.



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

MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are ***assisted*** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide ***does not*** address contractor requirements involved in ***direct*** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to ***any*** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.



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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 1I-3, Construction Contract Provisions.*

a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an ***additional classification and wage rate***. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD Review**

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL Decision**

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

a. **Payroll Formats**

The easiest form to use is DOL's WH-347, ***Payroll***. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll ***certification*** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

> DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address: ***www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.***

c. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. *(See Tip Box, below, for "no work" payroll exemption!)* However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

> If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance ***prior*** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

> An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,

for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1) **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2) **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is *"employed"* regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics.* Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

c. Apprentices and Trainees

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

> Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is ***not*** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates ***provided*** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits ***do not*** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also *off-set* the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. Overtime

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. ***Remember,*** the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed ***only*** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II
REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?

The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's ***name, address*** and ***social security number***; his or her ***work classification*** (who is working for you and what do they do?), the hours worked during the week, his or her ***rate of pay***, the ***gross amount earned*** (how much did they earn?), the amounts of any ***deductions*** for taxes, etc., and the ***net amount paid*** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. **Project and Contractor/Subcontractor Information**

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee Information**

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. **Work Classification**

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. **Hours Worked**

The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. **Rate of Pay**

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you ***do not*** participate in approved fringe benefit programs, ***add*** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

> Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1½) + $5 = $20/hour.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. Deductions

> Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

> Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.



j. **Signature**

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III
PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. **On-Site Interviews**

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

b. **Project Payroll Reviews**

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. **Inadequate Payroll Information**

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing Addresses and Social Security Numbers**

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. **Incomplete Payrolls**

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. **Classifications**

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision ***or*** the employer may request an ***additional classification and wage rate*** (See ¶2-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay ***wage restitution*** to all affected reclassified employees. *(See ¶2-8 for instructions about wage restitution.)*

e. **Wage Rates**

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and Trainees**

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime**

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

2) If the project is ***not*** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls *and* will be required to pay wage restitution if underpayments occurred. *However,* if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

l. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Employer/Prime Contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

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.

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.

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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World Wide Web i



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

MONTHLY EMPLOYMENT UTILIZATION REPORT

TO: _____
Name of City/County

FROM: _____
Name of Construction Contractor

NAME OF PROJECT:
_____

_____
Address of Contractor

PROJECT NUMBER:
_____

_____
Phone No. of Contractor

REPORTING PERIOD:
_____

PERCENTAGE OF PROJECT COMPLETION:

CLASSIFICATION	WORK HOURS OF EMPLOYMENT									
	TOTAL	BLACK	HISPANIC	ASIAN/ PACIFIC	FEMALE	HANDICAPPED	VIETNAM VETERAN	LOW INCOME SEC. 3 RESIDENT	TEMP	FULL-TIME
CRAFTWORKER Permanent										
CRAFTWORKER New Employee										
LABORER Permanent										
LABORER New Employee										
APPRENTICE Permanent										
APPRENTICE New Employee										
TOTALS										

Number of Minority Employees on Project _____
Number of Female Employees on Project _____
Number of Low Income/Section 3 Residents on Project _____
Number of Handicapped Employees on Project _____
Number of Vietnam Veterans on Project _____

_____
Signature and Title of Company Official Completing Report Date Signed

PAYROLL DEDUCTION AUTHORIZATION

This is authorization to _____ to deduct from my paycheck

$_____. This for item number:

Repayment of:

1.	**Loan**	**7.**	**Credit Union**
2.	**Retirement**	**8.**	**Profit Sharing**
3.	**Advance on Wage**	**9.**	**Donations to Agencies**
4.	**Savings**	**10.**	**Insurance Premiums**
5.	**Savings Bonds**	**11.**	**Union Dues**
6.	**Uniforms**	**12.**	**Other**

***This deduction is to be made:**

Check Appropriate Box	
	One time only
	Weekly
	Bi-Weekly
	For _____ weeks

Employee's Signature & Date: _____

Printed or Typed Name: _____

Project Name and No.: _____

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.

Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 04/30/2009

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
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			S											
			O											
			S											
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The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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.

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 519.661

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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-L

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 ST	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
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			S											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

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

Exhibit E-L

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1958

Exhibit E-F

GENERAL DECISION: **TX20070029** 02/09/2007 TX29

Date: February 9, 2007
General Decision Number: **TX20070029** 02/09/2007

Superseded General Decision Number: TX20030029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

Modification Number	Publication Date
0	02/09/2007

* SUTX2005-004 01/05/2005

	Rates	Fringes
Asphalt Distributor Operator	$ 9.57	0.00
Asphalt paving machine operator	$ 9.73	0.00
Asphalt Raker	$ 7.50	0.00
Asphalt Shoveler	$ 9.35	0.00
Broom or Sweeper Operator	$ 7.55	0.00
Bulldozer operator	$ 9.28	0.00
Carpenter	$ 10.20	0.00
Concrete Finisher, Paving	$ 10.73	0.00
Concrete Finisher, Structures	$ 9.59	0.00
Concrete Rubber	$ 9.87	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	$ 10.83	0.00
Flagger	$ 7.40	0.00
Form Builder/Form Setter, Structures	$ 9.16	0.00
Form Setter, Paving & Curb	$ 10.50	0.00
Foundation Drill Operator, Truck Mounted	$ 12.50	0.00
Front End Loader Operator	$ 8.61	0.00
Laborer, common	$ 7.69	0.00
Laborer, Utility	$ 9.05	0.00
Mechanic	$ 10.81	0.00
Motor Grader Operator, Fine Grade	$ 11.91	0.00
Motor Grader Operator, Rough	$ 11.27	0.00
Pipelayer	$ 8.44	0.00
Reinforcing Steel Setter	$ 10.44	0.00
Roller Operator, Pneumatic, Self-Propelled	$ 7.16	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 7.17	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 8.00	0.00

Scraper Operator	$ 8.61	0.00
Servicer	$ 8.81	0.00
Tractor operator, Pneumatic	$ 8.50	0.00
Traveling Mixer Operator	$ 8.30	0.00
Truck driver, lowboy-Float	$ 10.82	0.00
Truck driver, Single Axle, Heavy	$ 9.43	0.00
Truck driver, Single Axle, Light	$ 9.19	0.00
Truck Driver, Tandem Axle, Semi-Trailer	$ 8.01	0.00
Welder	$ 10.31	0.00
Work Zone Barricade Servicer	$ 8.40	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____

OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:

1.
2.
3.
4.
5.
6.

Reason for Change Order:

1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 — Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enginneer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	
2. Net change by Change Order and Written Agreements(+or-):	
3. Current Contract Price (1 plus 2):	
4. Total completed and stored to date:	
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	
6. Total completed and stored to date less retainage (4 minus 5)	
7. Less previous Application for Payments:	
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	

Accompanying Documentation:

CONTRACTOR'S *Certification:*
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

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 Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.: _____

Application Date: _____

Period To: _____

Engineer's / County Project No.: _____

No.	Item Code	Description	Unit	Original Schedule Value			Revised Rates	Value		First Month			Second Month			Third Month			Total to Date	Balance To Finish	
				Original Rates	Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-	0.0	0.0
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

_____ Print Name

_____ Date

_____ Signature

Exhibit E-D

ADDENDUM NO. 1

October 3, 2008

"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE"
BID NO.: CAP-08-XXX-XX-XX-LRM
Bid Opening Date: October 12, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **BID OPENING DATE HAS CHANGED** BIDS WILL BE RECEIVED AND OPENED AT 9:30A.M. ON WEDNESDAY, October 12, 2008.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, October 3, 2005, for RFB- HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE.

_____ _____
Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

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.

Project Logo

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct #4

Joseph Palacios, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

Lakeview Improvements

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: Sascon, Inc.

Project Engineer: J.E. Saenz & Associates, Inc.

From:	marcie.jackson
To:	Yvette Islas; Martha.Salazar@co.hidalgo.tx.us
Cc:	"John Paul Lugo"; "Humberto Garza"; "Eddie Saenz"; chris.trevino@co.hidalgo.tx.us
Subject:	Request approval of final negotiated contract - Lakeview Subdivision
Date:	Tuesday, September 13, 2011 9:55:52 AM

Yvette,

Please submit:

Approval of final negotiated contract for Precinct 4 – 3rd Call Border Colonias Project: Lakeview Subdivision (CSJ: 3C1080401)

Contractor: SASCON, Inc.
Project Engineer: J.E. Saenz & Associates, Inc.
Account: 1-1312-431-00-124-401-0-731
1-1312-431-00-124-401-0-733

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-28486 **12. L.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: MARTY SALAZAR Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Constable Pct. 3:
Requesting authority to enter into a (12) Month License Renewal Agreement with the "The Productivity Center" for Hidalgo County Constable Pct. 3 to access TECLEOSE for the total amount of $295.00/year through requisition # 201757. Effective October 2011 thru October 2012. (1-1100-421-00-293-001-0-336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-293-001-0-336

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

BUDGETARY IMPACT:

$295.00 available funds in req# 201757 as of 09/12/11.

Attachments

The Productivity Center

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/08/2011 04:51 PM
Budget & Management	Merlen P. Munoz	09/09/2011 07:56 AM
Rosalinda Cantu	Rosie Cantu	09/12/2011 02:52 PM
Auditor's Office	Arcilia Duran	09/15/2011 11:18 AM
Purchasing Department	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Tanya Delira Started On: 09/08/2011 01:49 PM

Final Approval Date: 09/15/2011

28454

Requisition

Req # 00201757

PO #

Date: 08/30/11

Bill To: x
x

Vendor : 258598
THE PRODUCTIVITY CENTER, INC.
10850 RICHMOND AVE., SUITE 285
HOUSTON TX 77042
FAX (713)939-9099

Ship To: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: R. RAMOS
956-205-7031

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO FOR TCLEDDS RENEWAL FROM OCTOBER 2011 THRU OCTOBER 2012 FOR CONSTABLE PRECINCT 3 DEPARTMENT. DO NOT DUPLICATE ORDER		
1.00	YEAR	RENEWAL FOR TECLEDDS FOR CONSTABLE PRECINCT 3 DEPARTMENT TO COVER FROM OCTOBER 2011 - OCTOBER 2012.	295.00	295.00
		Account No	Encumbrance	
		1-1100-421-00-293-001-0-336	295.00	
			Freight	.00
			Total	295.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

July 06, 2011

LARRY GALLARDO
HIDALGO CO. CONST. PCT. 3
730 N. BREYFOGLE SUITE B
MISSION,TX 78572

This is a reminder that your TCLEDDS subscription that began on 10/26/2010 is about to renew.

Attached is an invoice for your next subscription cycle.

If this invoice has reached you in error or you will not be renewing your subscription for another year, please notify us at least 30 days in advance from the date of this letter.

If you have any questions, please contact me at 800-975-0599 or email at tcledds@prodctr.com. We look forward to serving you for another year.

There is a charge of $120 for each Agreement Trainer license being used. (If the price below does not reflect the $120, then this does not effect your departments renewal) If you do not have the Agreement Trainer and would like to have this ability please check the box below and you will be invoiced an additional $120. If you have any questions or concerns feel free to contact me at your earliest convenience.

Sincerely,

Francine Morones
TCLEDDS Sales Rep.

Your original start date was: **10/26/2010** Your Category as designated by TCLEOSE is: **2009-C**

TCLEDDS Price:	**$295.00**
Extra StateWide Users:	**$0.00**
Extra Dept. Licenses:	**$0.00**
Agreement Trainer*:	**$0.00** ☐ Check here to add Agreement Trainer to invoice.
Total	**$295.00**

Productivity Center Inc.
Your Resource for Complete Technology Solutions
10850 Richmond Ave. Suite 285
Houston, Texas 77042
713-939-9777 · 800-975-0599
email: tcledds@prodctr.com · fax 713-939-9099

THE PRODUCTIVITY CENTER, INC.
10850 Richmond Ave.
Suite 285
Houston, TX 77042
USA

Voice: 713-939-9777
Fax: 713-939-9099

INVOICE

Invoice Number: HCCP58111
Invoice Date: Aug 1, 2011
Page: 1

Bill To:
HIDALGO CO. CONST. PCT. 3
730 N. BREYFOGLE RD. STE. B
MISSION, TX 78572

Ship to:
HIDALGO CO. CONST. PCT. 3
730 N. BREYFOGLE RD. STE. B
MISSION, TX 78572

Customer ID	Customer PO	Payment Terms
HCCP005		Net 30 Days

Sales Rep ID	Shipping Method	Ship Date	Due Date
			8/31/11

Quantity	Item	Description	Unit Price	Amount
1.00		OCT. 2011 - OCT. 2012 TCLEDDS RENEWAL	295.00	295.00

Subtotal	295.00
Sales Tax	
Total Invoice Amount	295.00
Payment/Credit Applied	
TOTAL	295.00

Check/Credit Memo No:

AI-28476 **12. M.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Martha L. Salazar Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Change Order No. 1 with contractor Asago Construction for La Suena Subdivision, Pct. No. 3 reflecting an increase in the amount of $74,726.00 due to quantity modifications in drainage and driveway improvements to provide a positive drainage outfall for subdivision as submitted through project engineer Javier Hinojosa Engineering (C-CAP-10-379-05-17).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-397-0-733

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

BUDGETARY IMPACT:

Available funds as of 9/15/11 pending approval of transfer. Refer to AI - 28577 (9/20/11).

Available funds: $74,680.00
Transfer: $ 46.00
Total Funds: $74,726.00

Attachments

Change Order No.1 La Suena Subdivision

asago letter co1 la suena

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/12/2011 10:18 AM
Purchasing Department	Marty Salazar	09/15/2011 09:22 AM
Budget & Management	Merlen P. Munoz	09/15/2011 09:24 AM
Perla Lopez	Perla Lopez	09/15/2011 09:36 AM
Auditor's Office	Arcilia Duran	09/15/2011 09:52 AM

Form Started By: Marcie Jackson Started On: 09/08/2011 10:24 AM

Final Approval Date: 09/15/2011

CHANGE ORDER NUMBER ONE (1)

Project: Hidalgo County Precinct No. 3 Road and Drainage Construction for La Sueña Subdivision (CSJ#3C1080397)

DATE OF ISSUANCE: September 1, 2011 EFFECTIVE DATE: _____

OWNER: Hidalgo County
OWNER'S CONTRACT NO: C-CAP-10-379-05-17

CONTRACTOR: Asago, LLC dba Asago Construction
2113 Pecos Street
Mission, Texas 78572

ENGINEER: Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504

You are directed to make the following changes in the Contract Documents.

Description: Provide the following drainage and driveway improvements for La Sueña Subdivision.

1.	15" RCP	191 LF	$24.00	$4,584.00
2.	18" RCP	327 LF	$25.00	$8,175.00
3.	24" RCP	984 LF	$31.50	$30,996.00
4.	36" RCP	40 LF	$45.00	$1,800.00
5.	Trench Protection	1542 LF	$0.50	$771.00
6.	Grate Inlet	6 EA	$2,900.00	$17,400.00
7.	5' Dia. Manhole	4 EA	$2,750.00	$11,000.00
				$74,726.00

Reason for Change Order: Provide a positive drainage outfall for the subdivision.

Attachments: Letter from Asago, LLC dba Asago Construction.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ $299,000.00	Original Contract Time for Substantial Completion: 120 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 $ $299,000.00	Contract Time prior to this Change Order Substantial Completion: 120 calendar days or dates
Net **Increase** of this Change Order $ $74,726.00	Net **Increase** of this Change Order 45 calendar days
Contract Price with all approved Change Orders $ $373,726.00 — Net % **increase** from original contract price. 25%	Contract Time with all approved Change Orders Substantial Completion: 165 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Javier Hinojosa, P.E.
Javier Hinojosa Engineering
Date: 9/2/11

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Raul Iglesias, Manager
Asago, LLC dba Asago Const.
Date: 9/2/2011

Exhibit E-B

CHANGE ORDER NO. 1
SCHEDULE OF VALUES
HIDALGO COUNTY PRECINCT NO. 3 LA SUEÑA SUBDIVISION
CONTRACT NO.: C-CAP-10-379-05-17

Item	Original Contract Quantity	Change Order #1 Quantity	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O. #1	Revised Contract Cost after C.O. #1
ROADWAY									
100	28.19	0	STA	Preparig ROW	$ 500.00		$ 14,095.00	$0.00	$ 14,095.00
247	8770	0	SY	8" FLEX BASE (Compl in Place)	$ 7.50		$ 65,775.00	$0.00	$ 65,775.00
251	8770	0	SY	Reworking BS Mtrl. (DC) (TY D CL2)	$ 3.00		$ 26,310.00	$0.00	$ 26,310.00
310	1754	0	GAL	ASPH Matrl. (MC-30)	$ 7.00		$ 12,278.00	$0.00	$ 12,278.00
340	7517	0	SY	ASPH Conc. (TY D) (1 1/2")	$ 8.00		$ 60,136.00	$0.00	$ 60,136.00
502	4	0	MO	Barricades, Sign & Traffic Handling	$ 200.00		$ 800.00	$0.00	$ 800.00
530	90	0	SY	Turnouts (ASPH-CONC-PAV) (PB-1)	$ 25.00		$ 2,250.00	$0.00	$ 2,250.00
5249	1150	0	LF	Temporary Sediment Control Fence	$ 0.80		$ 920.00	$0.00	$ 920.00
5249	1150	0	LF	Temporary Sediment Control Fence (Remove)	$ 0.40		$ 460.00	$0.00	$ 460.00
	1	0	LS	Relocate Mail Boxes	$ 1,000.00		$ 1,000.00	$0.00	$ 1,000.00
				Total Roadway:			**$ 184,024.00**	**$0.00**	**$ 184,024.00**
DRAINAGE									
530	997	0	SY	Driveway (ASPH-CONC-PAV) (PB-1)	$ 20.00		$ 19,940.00	$0.00	$ 19,940.00
530	1364	0	SY	Driveway (Concrete 3000 PSI)	$ 24.00		$ 32,736.00	$0.00	$ 32,736.00
556	2200	0	LF	15" ADS Culvert Pipe	$ 24.00		$ 52,800.00	$0.00	$ 52,800.00
556	140	0	LF	18" RCP Culvert Pipe	$ 25.00		$ 3,500.00	$0.00	$ 3,500.00
556	4	0	EA	Safety End Treatment	$ 1,500.00		$ 6,000.00	$0.00	$ 6,000.00
464	0	191	LF	15" RCP	$ 24.00		$ -	$ 4,584.00	$ 4,584.00
464	0	327	LF	18" RCP	$ 25.00		$ -	$ 8,175.00	$ 8,175.00
464	0	984	LF	24" RCP	$ 31.50		$ -	$ 30,996.00	$ 30,996.00
464	0	40	LF	36" RCP	$ 45.00		$ -	$ 1,800.00	$ 1,800.00
402	0	1542	LF	Trench Protection	$ 0.50		$ -	$ 771.00	$ 771.00
465	0	6	EA	Grate Inlet	$ 2,900.00		$ -	$ 17,400.00	$ 17,400.00
465	0	4	EA	5' Dia. Manhole	$ 2,750.00		$ -	$ 11,000.00	$ 11,000.00
				Total Drainage:			**$ 114,976.00**	**$ 74,726.00**	**$ 189,702.00**
				GRAND TOTAL:			**$ 299,000.00**	**$ 74,726.00**	**$ 373,726.00**

ASAGO CONSTRUCTION
MISSION, TX

2113 Pecos St.
Mission, TX 78572
956-607-0741
956-585-7040 fx
asago@rgv.rr.com

August 12th, 2011

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Enigneering
416 E. Dove Ave.
McAllen, Texas 78504

RE: Road and Drainage Construction at La Suena Subdivision
Hidalgo County Colonia Access Program

Mr. Hinojosa:

As requested, we are presenting the proposal for the drainage system.

	La Suena Subdivision Drainage Outfall	Unit Qty	Unit	Unit Price	Total Item Price
1	15" RCP	191	LF	$24.00	$4,584.00
2	18" RCP	327	LF	$25.00	$8,175.00
3	24" RCP	984	LF	$31.50	$30,996.00
4	36" RCP	40	LF	$45.00	$1,800.00
5	Trench Protection	1,542	LF	$0.50	$771.00
6	Grate Inlet	6	EA	$2,900.00	$17,400.00
7	5' Dia. Manhole	4	EA	$2,750.00	$11,000.00
					$74,726.00

Additional contract time to complete would be 45 calendar days.

If you have any questions, please call me at (956) 607-0741.

Best Regards,

Raul Iglesias, Manager

AI-28473 **12. N.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Martha L. Salazar Submitted By: Ovidio Gonzalez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Fire Marshal:
1. Acceptance and approval of a claim submitted by Home Depot (through PO#661341 and Invoice #5171114) in the amount of $1,428.03 (through US Communities Cooperative contract pricing) for purchase made by the Fire Marshal's office due to the erroneous and inadvertent non-placement of request for a commercial credit account form (as requested by department for CC agenda of 1-18-11 and as further confirmed and corroborated by supporting documentation attached herein);

2. Approval of a commercial credit account form as submitted by Fire Marshal for/with Home Depot.

3. Approval of a commercial credit account form as submitted by Extension Service for/with Home Depot.

BACKGROUND

Please see attached documents.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

**Department(s) will need to have sufficient funding to acquire properly executed purchase orders.

Fire Marshal:
PO#661341 available balance of $1,428.03 for Home Depot.

Attachments

Fire Marshall HD
AI 24798
Home Depot Invoice/PO
Ext Service

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 09:19 AM
Budget & Management	Merlen P. Munoz	09/15/2011 09:23 AM
Roland Garcia	Rolando Garcia	09/15/2011 09:40 AM
Auditor's Office	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Ovidio Gonzalez Started On: 09/08/2011 10:03 AM

Final Approval Date: 09/15/2011

COMMERCIAL ACCOUNT REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a commercial account for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Department: Hidalgo County Fire Marshal's Office

Commercial Acct Requested: Home Depot

Billing Address: 1615 S. Closner Ste. H

Number of Cards (if applicable) 1

Commercial Acct Manager: Yolanda Orozco
This person can not have use of the account

Phone Number: (956) 318-2656 **County Email:** juan.martinez@co.hidalgo.tx.

Hidalgo Co Acct Number:

Requested By: Juan Martinez
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request the commercial account for the following department. I understand that the account is to be used for the purpose of obtaining county related items for the designated Hidalgo County department for which the account is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:

Reviewed by Commercial Account Administrator:

Account Received by Dept on:

Date Returned/Cancelled:

Account Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

RECEIVED ON/AROUND 1/12/11

User Name	DOB	User ID *(6 digits)*	*DBM Use Only* License Verification	*Purchasing Dept. Use Only* Training Date & Signed Commercial Acct Policy
Juan Martinez	10/27/76	138126		

AI-24798 **13. D.**

CC CONSENT

Meeting Date: 01/18/2011

Submitted For: Marty Salazar

Submitted By: Ovidio Gonzalez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Consideration and approval of Home Depot Commercial Account request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:

1. Adult Probation;
2. Precinct #1

BACKGROUND

Please see attached documents.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: Dept. 320 & 121

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

BUDGETARY IMPACT:

Depending on items purchased by user depts, funding source accounts and obj codes may vary. Purchases are on an "as needed basis".

Please see attached request forms for funding source(s).

Attachments

Home Depot Adult Probation 1-18-11

Home Depot Pct One 1-18-11

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/13/2011 07:46 AM
Budget & Management	Erika Zamora	01/13/2011 08:16 AM
Erika Zamora	Erika Zamora	01/14/2011 08:11 AM
Ivan Cantu	Ivan Cantu	01/14/2011 10:27 AM
Auditor's Office	Linda Fong	01/14/2011 02:46 PM

Form Started By: Ovidio Gonzalez Started On: 01/12/2011 03:36 PM

Final Approval Date: 01/14/2011

COMMERCIAL ACCOUNT REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a commercial account for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Department:	Hidalgo County Adult Probation-CCF
Commercial Acct Requested:	Home Depot
Billing Address:	1000 North M Road, Edinburg, Texas
Number of Cards (if applicable)	
Commercial Acct Manager:	Mary Lou Antone
	This person can not have use of the account
Phone Number:	956-381-733 **County Email:** MaryLou.Antone@hidalgococscd.com
Hidalgo Co Acct Number:	1-1297-423-00-320-030-1-xxx
Requested By:	Robert Lizcano - Director
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request the commercial account for the following department. I understand that the account is to be used for the purpose of obtaining county related items for the designated Hidalgo County department for which the account is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:	
Reviewed by Commercial Account Administrator:	
Account Received by Dept on:	Date Returned/Cancelled:
Account Received by Department:	
	Sign & Print Authorized Elected Official/Supervisor/Director

User Name	DOB	User ID (6 digits)	DMV Use Only License Verification	Training Date & Signed Confidentiality Agreement
Robert Lizcano	9/19/1970	072583		
Ricardo Nieto	8/6/1965	022101		
Juan Castillo	3/7/1983	139262		

COMMERCIAL ACCOUNT REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a commercial account for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Department:	Hidalgo County Pct. 1
Commercial Acct Requested:	Home Depot Weslaco, TX
Billing Address:	1902 Joe Stephens Ave Ste. 101 Weslaco, TX 78596
Number of Cards (if applicable)	4
Commercial Acct Manager:	Joann Gonzalez This person can not have use of the account
Phone Number:	956-973-7815 **County Email:** joann.gonzalez@co.hidalgo.tx.us
Hidalgo Co Acct Number:	1-1100-432-00-121-001-0-XXX 1-1100-452-00-121-013-0-XXX 1-1200-431-00-121-005-0-XXX 1-1200-431-00-121-004-0-XXX
Requested By:	Commissioner Joel Quintanilla, Pct. 1 Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request the commercial account for the following department. I understand that the account is to be used for the purpose of obtaining county related items for the designated Hidalgo County department for which the account is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:	
Reviewed by Commercial Account Administrator:	
Account Received by Dept on:	Date Returned/Cancelled:
Account Received by Department:	Sign & Print Authorized Elected Official/Supervisor/Director

User Name	DOB	User ID *(6 digits)*	*DBM Use Only* License Verification	*Purchasing Dept. Use Only* Training Date & Signed Commercial Acct Policy
Mike Janssen	8/29/55	101753		
Santiago Zavala	8/21/59	087548		
Rick Medrano	09/22/74	086444		
Fred Garza	5/9/67	166574		

Invoice Summary Cover Sheet: **FIRE MARSHAL'S OFFICE**

A/P Clerk Signature: _____

Budget Account Number: 1-1100-422-10-300-001-0-

Date Paid: _____

	Vendor Name	Object No.	Purchase Order No.	Invoice Date	Invoice Number	Invoice Amount	Auditor's Remarks
1.	Home Depot	613	661341	8/8/11	5171114	510.22	
2.	Home Depot	619	661341	8/8/11	5171114	917.81	
3.							
4.							
5.							
6.							
7.							
	Total Number of Invoices Attached:					1,428.03	Total Cover Sheet Amount

Prepared By: Yolanda Drago

9/2/11
Date

HIDALGO COUNTY

AUG 8 2011

FIRE MARSHAL'S OFFICE

More saving.
More doing.℠

801 TRENTON ROAD
MCALLEN, TX 78504 (956)668-8783

0516 00017 68571 08/08/11 01:36 PM
CASHIER PRISCILLA - PXG5955

CUSTOMER AGREEMENT # 96147
RECALL AMOUNT 1428.03

SALES TAX	0.00
TOTAL	$1,428.03
XXXXXXXXXXXX1621 HOME DEPOT	1,428.03
AUTH CODE 008226/5171114	TA

P.O.#/JOB NAME: 661341

INVOICES RECEIVED BY:
FIRE MARSHALL
MARTINEZ JUAN ON 8/8/11

GOODS/SERVICES RECEIVED BY:
ON 8/8/11

PURCHASE ORDER
ACCOUNT # 661341 422 10-300-001-0-613 619
APPROVED BY
0516 17 68571 08/08/2011 ON 5943 8/8/11

THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

GUARANTEED LOW PRICES
LOOK FOR HUNDREDS OF
LOWER PRICES STOREWIDE

****

ENTER FOR A CHANCE TO WIN A $5,000 HOME DEPOT GIFT CARD!

Share Your Opinion With Us! Complete the brief survey about your store visit and enter for a chance to win at:

www.homedepot.com/opinion

¡PARTICIPE EN UNA OPORTUNIDAD DE GANAR UNA TARJETA DE REGALO DE THD DE $5,000!

¡Comparta Su Opinión! Complete la breve encuesta sobre su visita a la tienda y tenga la oportunidad de ganar en:

www.homedepot.com/opinion

User ID:
137947 137448

Password:
11408 137431

Entries must be entered by 09/07/2011.

HOME DEPOT CREDIT SERVICES
Dept 32-2540991621
PO BOX 183176
COLUMBUS, OH 43218-3176

Statement of Account Activity
As of 08/12/2011

Account Number: 6035 3225 4099 1621

685 Page 1 of 3

31750
HIDALGO COUNTY
AUG 2 2 2011
FIRE MARSHAL'S OFFICE

0012688
0
E1
01
12
0023235
HEPR

FIRE MARSHALL
ATTN: JUAN MARTINEZ
1615 S CLOSNER STE H
EDINBURG TX 78539-6362

Please Pay This Amount: 1,428.03

Payment Due Date: 09/01/2011

Pay Online @myhomedepotaccount.com

Summary of Account Activity

Previously Billed Open Items	Current Payments, Adjustments and Unapplied Cash	Current Purchases, Returns and Fees
.00	0.00	1,428.03

Transaction Detail

Current Purchases, Returns and Fees

TRANSACTION DATE	INVOICE NUMBER	PURCHASE ORDER/ JOB NAME	LOCATION / DESCRIPTION	ORIGINAL SALES AMOUNT
08/08/2011	5171114	661341	THE HOME DEPOT MCALLEN TX	1,428.03
			Total	**1,428.03**

Current Payments, Adjustments and Unapplied Cash

TRANSACTION DATE	DESCRIPTION	AMOUNT

Previously Billed Open Items

TRANSACTION DATE	INVOICE NUMBER	DUE DATE	LOCATION / DESCRIPTION	CURRENT AMOUNT DUE

INVOICES RECEIVED BY: VF ON 8/22/11
GOODS/SERVICES RECEIVED BY: VF ON 9/2/11
PURCHASE ORDER: 661341
ACCOUNT #: 1-1100-422-10-300-001-0
APPROVED BY: ON 9/6/11

Questions About Your Account

ACCOUNT MANAGER
SHAWNETTE PENMAN EXT 43092
MAIL
PO BOX 653003
DALLAS TX 75265-3003

FAX
(877)969-6282

PHONE
(800)494-1946

EMAIL
PENMANS@HOMEDEPOTCREDITSERVICES.COM

Payment Page

Account Number: 6035 3225 4099 1621
Payment Due Date: 09/01/2011
Please return payment page(s) with your check
This Account Issued by Citibank (South Dakota), N.A.

Invoices to Be Paid IMPORTANT: To ensure accurate posting of your payment, please indicate which invoices you are paying by checking the appropriate box below.

"Get the Job Done Right" when you View, Manage, and Pay your account online @myhomedepotaccount.com

Current Activity

TRANSACTION DATE	INVOICE NUMBER	AMOUNT	CHECK IF PAYING
08/08/2011	5171114	1,428.03	☐

HIDALGO COUNTY
AUG 2 2 2011
FIRE MARSHAL'S OFFICE

INVOICES RECEIVED BY: _____ ON 8/22/11
GOODS/SERVICES RECEIVED BY: _____ ON 9/2/11
PURCHASE ORDER: 666344
ACCOUNT #: 1-1100-422-10-302-001-0-613 619
APPROVED BY: _____ ON 9/6/11

60353225409916210000001428030O2

ACCOUNT NUMBER	TOTAL BALANCE	Check here if paying all invoices	AMOUNT OF ENCLOSED PAYMENT
6035 3225 4099 1621	$ 1,428.03	☐	$

FOR PROPER CREDIT, PLEASE WRITE 6035 3225 4099 1621 ON CHECK & ENCLOSE WITH PAYMENT PAGE(S)
Please make checks payable to: HOME DEPOT CREDIT SERVICES or Pay Online @myhomedepotaccount.com

FIRE MARSHALL
ATTN: JUAN MARTINEZ
1615 S CLOSNER STE H
EDINBURG TX 78539-6362

Please mark this box if there is a new address or billing contact, and write the changes above. ☐

MAIL PAYMENTS TO: HOME DEPOT CREDIT SERVICES
DEPT 32-2540991621
PO BOX 183176
COLUMBUS, OH 43218-3176

Remit Payment To:
HOME DEPOT CREDIT SERVICES
PO BOX 183176
COLUMBUS, OH 43218-3176

ACCOUNT: 6035 3225 4099 1621
FIRE MARSHALL
ATTN: JUAN MARTINEZ
1615 S CLOSNER STE H
EDINBURG TX 78539-6362

31752

Payment Due Date: 09/01/2011
Please make checks payable to: HOME DEPOT CREDIT SERVICES

Acct #: 6035322540991621
FIRE MARSHALL

Purchased by:
MARTINEZ JUAN

Invoice:
5171114

Ship To:

Purchase Order/ Job Name:
661341

Amount Due: 1,428.03

Customer Agreement #:
96147

Transaction Date: 08/08/2011

Store #, Location: 0516, MCALLEN

SKU #	PRODUCT	QTY	UNIT PRICE	TOTAL PRICE
0000302342	REPCARMPUR 613	5.0000 EA	15.97	79.85
0000711937	STL OUTDR 613	5.0000 EA	5.96	29.80
0000905846	99PC SET 619	1.0000 EA	99.97	99.97
0000395977	55PCDRIVER 619	5.0000 EA	19.97	99.85
0000231181	5PCPLIERS 619	5.0000 ST	14.97	74.85
0000732345	DEMO BAR 619	5.0000 EA	29.97	149.85
0000141102	GLOVES 613	5.0000 EA	19.99	99.95
0000595924	JABSAW 619	5.0000 EA	19.97	99.85
0000302101	RESMULTPUR 613	5.0000 EA	37.97	189.85
0000703504	200'GORFLGTP 619	3.0000 EA	1.99	5.97
0000184378	1 1/4 CMP AX 619	2.0000 EA	18.97	37.94
0000703521	200'GLMFLGTP 619	3.0000 EA	1.99	5.97
0000780066	NCVT-1 613	5.0000 EA	14.97	74.85

-continued

Acct #: 6035322540991621
FIRE MARSHALL

Purchased by:
MARTINEZ JUAN

Invoice:
5171114

Ship To:

Purchase Order/ Job Name:
661341

Amount Due: 1,428.03

Customer Agreement #:
96147

Transaction Date: 08/08/2011

Store #, Location: 0516, MCALLEN

SKU #	PRODUCT	QTY	UNIT PRICE	TOTAL PRICE
0000365551	12:1IRGUN 619	1.0000 EA	79.98	79.98
0000258028	18IN BAG 619	5.0000 EA	16.97	84.85
0000223138	KNEEPAD 613	2.0000 EA	17.96	35.92
0000302343	FG LHSHVLSP 619	2.0000 EA	25.97	51.94
0000302115	FG LHSHVLRP 619	2.0000 EA	25.97	51.94
0000798114	1.5 MATTOCK 619	5.0000 EA	14.97	74.85

SUBTOTAL	1,428.03
TAX	0.00
SHIPPING	0.00
TOTAL	1,428.03

INVOICES RECEIVED BY: M ON 8/22/11
GOODS/SERVICES RECEIVED BY: M ON 9/2/11
PURCHASE ORDER 6616347
ACCOUNT #: 1-1100-482-10-300-001-0-613 619
APPROVED BY: ON 9/6/11

HIDALGO COUNTY

AUG 8 201

FIRE MARSHAL'S OFFICE

HIDALGO COUNTY BUILDING AND96147UND

NOT VALID FOR MERCHANDISE PICK-UP AFTER
DATE: 08/08/2011 TIME: 15:21:46

svr020a

HOME DEPOT, INC.
CUSTOMER PICK-UP CONFIRMATION

PAGE: 1

DATE: 08/08/2011

STORE: 0516 N MCALLEN

TIME: 14:21:46

CUSTOMER PICK-UP WILL-CALL NUMBER 096147W29

Customer : HIDALGO COUNTY BUILDING AND GROUNDS CONT# 05091
Company :
Phone : Home (956) 289-7851 Work (956) 318-2646 Ext
Site : 101 E.CANO US COMMUNITIES #05091
EDINBURG, TX 78539

INVOICES RECEIVED BY: ON 8/08/11
INVOICES RECEIVED BY: ON 9/2/11
PURCHASE ORDER: 6613 41
ACCOUNT # 1-100-452-10-300-001-0-613 619
APPROVED BY: ON 9/6/11

Reference: PO PENDING/SUPPLIES

REF #	SKU	ITEM DESCRIPTION	QUANTITY PICKED UP	QUANTITY REMAINING
R01	302-101	RESPIRATOR FOR MULTI-PURPOSE USE	3.00	2.00
R02	302-342	REPLACEMENT CARTRIDGES,MULTI-PURPOSE	5.00	0.00
R04	711-937	STYLISH OUTDOOR SAFETY GLASSES	5.00	0.00
R05	905-846	HUSKY 99PC BLACK CHROME MECH SET	1.00	0.00
R06	395-977	HUSKY 55PC RATCHET SCREWDRIVER	5.00	0.00
R07	231-181	HUSKY 5PC PLIERS SET	5.00	0.00
R08	732-345	DEAD ON 18" ANNIHILATOR STL BAR	2.00	3.00
R09	141-102	FIRM GRIP THE HEAVY DUTY L	4.00	1.00
R10	595-924	MILWAUKEE FOLDING JAB SAW	5.00	0.00
R11	703-504	FLAGGING TAPE GLO ORANGE 200FT	3.00	0.00
R12	703-521	FLAGGING TAPE GLO LIME 200FT	3.00	0.00
R14	780-066	NON CONTACT VOLTAGE TESTER	5.00	0.00
R17	365-551	12:1 RATIO I/R GUN	1.00	0.00
R23	258-028	HUSKY 18IN TOOL BAG	5.00	0.00
R24	223-138	NON GEL TREAD DESIGN KNEEPADS	2.00	0.00
R25	302-343	HUSKY FBGL HANDLE TRANSFER SHOVEL	2.00	0.00
R26	302-115	HUSKY FBGL HANDLE DIGGING SHOVEL	2.00	0.00
R27	798-114	1.5LB TILLER MATTOCK W/FIBRGLSS HNDL	5.00	0.00
R28	184-378	1 1/4 LB AXE W/FIBERGLASS HANDLE	2.00	0.00

Balance Due : $0.00

I HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE
ITEMS IN THE QUANTITIES SHOWN IN THE
"PICKED-UP" COLUMN ABOVE:

CUSTOMER COPY

END OF CUSTOMER PICK-UP WILL-CALL NUMBER 096147W

NOT VALID FOR MERCHANDISE PICK-UP AFTER
DATE: 09/02/2011 TIME: 12:10

dlr473a

HOME DEPOT, INC.
CUSTOMER PICK-UP CONFIRMATION

PAGE: 1
DATE: 09/02/2011
TIME: 11:10

STORE: 0516 N MCALLEN

0516-0008998-00-00-00 --------- CUSTOMER PICK-UP WILL-CALL NUMBER 0516-096147W29

Customer : HIDALGO COUNTY BUILDING AND GROUNDS, CONT# 05091
Company :
Phone : Home Not Avail Work (956) 318-2646 Ext
Site : 101 E.CANO US COMMUNITY #05091
EDINBURG, TX 78539

HIDALGO COUNTY
SEP - 2 2011
FIRE MARSHAL'S OFFICE

INVOICES RECEIVED BY: VC ON 8/02/11
GOODS/SERVICES RECEIVED BY: VC ON 9/2/11
PURCHASE ORDER: 96134T
ACCOUNT # 1-100-423-10-300-001-2613 +619
APPROVED BY: ON 9/6/11

Reference: PO PENDING/SUPPLIES

REF #	SKU	ITEM DESCRIPTION	QUANTITY PICKED UP	QUANTITY REMAINING
R01	302-101	RESPIRATOR FOR MULTI-PURPOSE USE	2.00	0.00
R02	302-342	REPLACEMENT CARTRIDGES,MULTI-PURPOSE	0.00	0.00
R04	711-937	STYLISH OUTDOOR SAFETY GLASSES	0.00	0.00
R05	905-846	HUSKY 99PC BLACK CHROME MECH SET	0.00	0.00
R06	395-977	HUSKY 55PC RATCHET SCREWDRIVER	0.00	0.00
R07	231-181	HUSKY 5PC PLIERS SET	0.00	0.00
R08	732-345	DEAD ON 18" ANNIHILATOR STL BAR	3.00	0.00
R09	141-102	FIRM GRIP THE HEAVY DUTY L	1.00	0.00
R10	595-924	MILWAUKEE FOLDING JAB SAW	0.00	0.00
R11	703-504	FLAGGING TAPE GLO ORANGE 200FT	0.00	0.00
R12	703-521	FLAGGING TAPE GLO LIME 200FT	0.00	0.00
R14	780-066	NON CONTACT VOLTAGE TESTER	0.00	0.00
R17	365-551	12:1 RATIO I/R GUN	0.00	0.00
R23	258-028	HUSKY 18IN TOOL BAG	0.00	0.00
R24	223-138	NON GEL TREAD DESIGN KNEEPADS	0.00	0.00
R25	302-343	HUSKY FBGL HANDLE TRANSFER SHOVEL	0.00	0.00
R26	302-115	HUSKY FBGL HANDLE DIGGING SHOVEL	0.00	0.00
R27	798-114	1.5LB TILLER MATTOCK W/FIBRGLSS HNDL	0.00	0.00
R28	184-378	1 1/4 LB AXE W/FIBERGLASS HANDLE	0.00	0.00

Balance Due : $0.00

I HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE ITEMS IN THE QUANTITIES SHOWN IN THE "PICKED-UP" COLUMN ABOVE:

---------- END OF CUSTOMER PICK-UP WILL-CALL NUMBER 0516-096147W
CUSTOMER COPY

HIDALGO COUNTY Page 1 of 2 **No. 0516-96147**

AUG 8 2011

FIRE MARSHAL'S OFFICE

SPECIAL SERVICES CUSTOMER INVOICE

Store 0516 N MCALLEN
801 TRENTON ROAD
MCALLEN, TX 78504

Phone: (956) 668-8783
Salesperson: EXR944
Reviewer:

VALIDATION AREA

This is only a QUOTE for the merchandise and services printed below. This becomes an Agreement upon payment and an endorsement by a Home Depot register validation.

SOLD TO

Name: **HIDALGO COUNTY BUILDING CONT# 05091**
Home Phone: **(956) 289-7851**
Address: 101 E.CANO US COMMUNITY
Work Phone: (956) 318-2646
Company Name:
Job Description: PO PENDING/SUPPLIES
City: EDINBURG
State: TX Zip: 78539 County: HIDALGO

QUOTE is valid for this date: 08/08/2011

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W29 SKU # 515-664 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
R01	302-101	5.00	EA	RESPIRATOR FOR MULTI-PURPOSE USE /	N	$37.97	$189.85
R02	302-342	5.00	EA	REPLACEMENT CARTRIDGES,MULTI-PURPOSE /	N	$15.97	$79.85
R04	711-937	5.00	EA	STYLISH OUTDOOR SAFETY GLASSES /	N	$5.96	$29.80
R05	905-846	1.00	EA	HUSKY 99PC BLACK CHROME MECH SET /	N	$99.97	$99.97
R06	395-977	5.00	EA	HUSKY 55PC RATCHET SCREWDRIVER /	N	$19.97	$99.85
R07	231-181	5.00	ST	HUSKY 5PC PLIERS SET /	N	$14.97	$74.85
R08	732-345	5.00	EA	DEAD ON 18" ANNIHILATOR STL BAR /	N	$29.97	$149.85
R09	141-102	5.00	EA	FIRM GRIP THE HEAVY DUTY L /	N	$19.99	$99.95
R10	595-924	5.00	EA	MILWAUKEE FOLDING JAB SAW /	N	$19.97	$99.85
R11	703-504	3.00	EA	FLAGGING TAPE GLO ORANGE 200FT /	N	$1.99	$5.97
R12	703-521	3.00	EA	FLAGGING TAPE GLO LIME 200FT /	N	$1.99	$5.97

*** CONTINUED ON NEXT PAGE ***

NOT VALID FOR MERCHANDISE CARRY-OUT

INVOICES RECEIVED BY: ON 8/08/11
GOODS/SERVICES RECEIVED BY: ON 9/2/11
PURCHASE ORDER: 66134
ACCOUNT #: 1-1100-4
APPROVED BY: ON 9/1/11

(9801) 0100132176

WILL-CALL MERCHANDISE PICK-UP
Will-Call items will be held in the store for 7 days only.

Check your current order status online at
www.homedepot.com/orderstatus

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

No. 0516-96147

Customer Copy

CUSTOMER PICKUP #1
(Continued)

HIDALGO COUNTY
AUG 8 2011
FIRE MARSHAL'S OFFICE

REF #W29

R14	780-066	5.00	EA	NON CONTACT VOLTAGE TESTER /	N	$14.97	$74.85
R17	365-551	1.00	EA	12:1 RATIO I/R GUN /	N	$79.98	$79.98
R23	258-028	5.00	EA	HUSKY 18IN TOOL BAG /	N	$16.97	$84.85
R24	223-138	2.00	EA	NON GEL TREAD DESIGN KNEEPADS /	N	$17.96	$35.92
R25	302-343	2.00	EA	HUSKY FBGL HANDLE TRANSFER SHOVEL /	N	$25.97	$51.94
R26	302-115	2.00	EA	HUSKY FBGL HANDLE DIGGING SHOVEL /	N	$25.97	$51.94
R27	798-114	5.00	EA	1.5LB TILLER MATTOCK W/FIBRGLSS HNDL /	N	$14.97	$74.85
R28	184-378	2.00	EA	1 1/4 LB AXE W/FIBERGLASS HANDLE /	N	$18.97	$37.94

SCHEDULED PICKUP DATE: 08/08/2011

MERCHANDISE TOTAL: $1,428.03

END OF CUSTOMER PICKUP - REF #W29

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

ORDER TOTAL	$1,428.03
SALES TAX	$0.00
TOTAL	$1,428.03
BALANCE DUE	$1,428.03

END OF ORDER No. 0516-96147

INVOICES RECEIVED BY: _____ ON 8/08/11
GOODS/SERVICES RECEIVED BY: _____ ON 9/2/11
PURCHASE ORDER: 061341
ACCOUNT # 1-1100-462-10-300-001-06
APPROVED BY: _____ ON 9/6/11

Purchase Order

COUNTY OF HIDALGO

PO#: 661341

DATE: 07/28/11

VENDOR: 305545
FAX (877)969-6751
Phone: (800)395-7363
HOME DEPOT
801 TRENTON RD
MCALLEN TX 78504

REQ:00199381
Email:

BUYER:
SHIP TO: EMERGENCY SERVICES
1615 S. CLOSNER
SUITE G-H
EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: EMERGENCY SERVICES
Contract No: US COMMUNITIES

Special Instructions:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		US COMMUNITIES #05091 PRICING		
5	EACH	CO Respirator for Multi-Purpose Use - Obj Code 613	37.97	189.
5	EACH	CO Replacement Cartridges, Multi-Purpose - Obj Code 613	15.97	79.
5	EACH	CO Stylish Outdoor Safety Glasses - Obj Code 613	5.96	29.
5	EACH	CO Firm Grip the Heavy Duty Gloves Lg - Obj Code 613	19.99	99.
5	EACH	CO Non Contact Voltage Tester - Electrical Isolator - Obj Code 613	14.97	74.
2	EACH	CO Non Gel Tread Design Kneepads - Obj Code 613	17.96	35.
1	EACH	CO Husky 99PC Black Chrome Mech Set - Obj Cod 619	99.97	99.
5	EACH	CO Husky 55PC Ratchet Screwdriver - Obj Code 619	19.97	99.
5	SET	CO Husky 5 Pc Pliers Set - Obj Code 619	14.97	74.
5	EACH	CO Dead on 18" Annihilator Stl Bar - Obj Code 619	29.97	149.
5	EACH	CO Milwaukee Folding Jab Saw - Obj Code 619	19.97	99.
3	EACH	CO Flagging Taupe Glo Orange 200ft - Obj Code 619	1.99	5
3	EACH	CO Flagging Tape Glo Lime 200ft - Obj Code 619	1.99	5
1	EACH	CO 12:1 Ratio I/R Gun - Obj Code 619	79.98	79
5	EACH	CO Husky 18In tool Bag - Obj Code 619	16.97	84
2	EACH	CO Husky FBGL Handle Transfer Shovel - Obj Code 619	25.97	51
2	EACH	CO Husky FBGL Handle Digging Shovel - Obj Code 619	25.97	51
5	EACH	CO 1.5LB Tiller Mattock W/Fibrglss Hndl - Obj Code 619	14.97	74
2	EACH	CO 1 1/4LB AXE W/Fiberglass Handle - Obj Code 619	18.97	37
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,428

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 661341

DATE: 07/28/11

VENDOR: 305545
FAX (877)969-6751
Phone: (800)395-7363
HOME DEPOT
801 TRENTON RD
MCALLEN TX 78504

REQ:00199381
Email:

Vendor Acct:

BUYER:
SHIP TO: EMERGENCY SERVICES
1615 S. CLOSNER
SUITE G-H
EDINBURG TX 78539

CONTACT:
SITE: EMERGENCY SERVICES
Contract No: US COMMUNITIES

Special Instructions:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED.
5. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
6. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		**********		
		For Hidalgo County use only		
		1-1100-422-10-300-001-0-613 510.22		
		1-1100-422-10-300-001-0-619 917.81		
		Approved		

Authorized by: Martha L. Salazar

AUG 31 2011

COMMERCIAL ACCOUNT REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a commercial account for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Department: Hidalgo County Extension Service

Commercial Acct Requested: The Home Depot, 801 Trenton Road, McAllen, TX 78504, (956) 668-8783

Billing Address: 410 North 13th Avenue, Edinburg, TX 78541

Number of Cards (if applicable)

Commercial Acct Manager: BARBARA STORZ

This person can not have use of the account

Phone Number: (956) 383-1026 **County Email:** b-storz@tamu.edu

Hidalgo Co Acct Number: 1-1100-461-00-380-001-0-

Requested By: Barbara Storz Barbara Storz Barbara Storz

Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request the commercial account for the following department. I understand that the account is to be used for the purpose of obtaining county related items for the designated Hidalgo County department for which the account is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Commercial Account Administrator: _____

Account Received by Dept on: _____ Date Returned/Cancelled: _____

Account Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

User Name	DOB	User ID *(6 digits)*	*DBM Use Only* License Verification	*Purchasing Dept. Use Only* Training Date & Signed Commercial Acct Policy
Elena Almendarez	08/15/65	088447		
NORA LINDA CRUZ		060682		

AI-28425 **12. O.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

(IT) Information Technology:
Requesting authority to purchase high-speed internet connection, called 10 MB Ethernet through our membership/participation with (DIR) Department of Information Resources contract DIR-TEX-AN-CTSA-005 for the (IT) Information Technology Department through (Requisition#201821) for the following:

Qty	Description	Estimated Amount/Month
1	10 MB Ethernet Access	$861.56
1	10 MB Non-Managed Port with Customer Provided Router	$535.81
1	Increment Charges-NA for Flat Rate	$65.52
	Total Monthly Rate:	$1,462.89

all pricing is subject to adjustment as detailed in supporting document from DIR - Walter Gaylor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-534

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

BUDGETARY IMPACT:

Funds available through Requistion#201821 in the amount of $5,851.56 for Department of Information Resources as of 9/15/11.

Attachments

Department of Information Resources-IT

DIR-CRF

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 09:22 AM
Budget & Management	Merlen P. Munoz	09/15/2011 09:23 AM
Erika Zamora	Erika Zamora	09/15/2011 11:30 AM
Auditor's Office	Angela Garcia	09/15/2011 01:07 PM

Form Started By: Matilde Faz Started On: 09/07/2011 08:29 AM

Final Approval Date: 09/15/2011

Requisition

Req # 00201821

PO #

Date: 08/31/11

Consent #28425 9/20/11

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-TEX-AN-CTSA-

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TEX-AN-CTSA-005 100 N. CLOSNER BLVD. EDINBURG, TEXAS 78539		
		DO NOT DUPLICATE ORDER		
4.00	MONTH	CO 10 MB ETHERNET ACCESS SEPT-DEC 2011	861.56	3,446.24
4.00	MONTH	CO 10 MB NON-MANAGED PORT WITH CUSTOMER PROVIDED ROUTER SEPT-DEC 2011	535.81	2,143.24
4.00	MONTH	CO INCREMENT CHARGES-NA FOR FLAT RATE SEPT-DEC 2011	65.52	262.08
1.00		CO **MANAGED INTERNET SERVICE (MIS) PORTS AND ITS ASSOCIATED COMPONENTS		.00
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-534	5,851.56	
			Freight	.00
			Total	5,851.56
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

201821

Agency Name	Hidalgo County		
Agency Number	H57	TASK #	
Date	08/23/11	Pricing by	PAM GARCIA

at&t
Your world. Delivered.

End User Location	LSO	ATT mileage Range	LATA	ICO LSO
LOC A- 100 N CLOSNER BLVD EDINBURG TX 78539	956/383	31	566-SAT	

10 MB ETHERNET	DIR-TEX-AN-CTSA-005			
Itemized Service Charges	QTY	Rate	Total Monthly Rate	Waived Installation Charges**
10 MB ETHERNET Access	1	$861.56	$861.56	$5,500.00
10 MB NON-MANAGED Port with Custimer Provided Router	1	$535.81	$535.81	$1,560.00
Increment Charges-NA FOR FLAT RATE	1	$65.52	$65.52	
Total			$1,462.89	$7,060.00

**Managed Internet Service (MIS) Ports and its associated components term is equivalent 30 month minimum
without exception. Minimum payment period of 30 months is required on all individual service components c
Installation charges waived. Full recovery of waived installation fees is required if minimum payment period is

DIR-TEX-AN-CTSA-005

10 MG FLAT RATE W/DS3 ACCESS	AT&T NEXT GEN MIS*			
Itemized Service Charges	QTY	Rate	Total Monthly Rate	Charges**

Pricing subject to change without notice.

9/6/2011

Access (DS3-45MB)	1	$3,942.95	$3,942.95	$1,320.00
1 0MB NON- MANAGED Port with CUSTOMER Provided Router	1	$535.81	$535.81	$5,200.00
Increment Charges-NA FOR FLAT RATE			$0.00	
Total			$4,478.76	$6,520.00



term period per line
of product.
not met.

Pricing subject to change without notice.

9/6/2011

OC3	1 - 10	$3,295.60	Accunet OC3	$1,760.00	Accunet Installation
OC3	11 - 25	$5,767.30	Accunet OC3	$1,760.00	Accunet Installation
OC3	26 +	$10,092.78	Accunet OC3	$1,760.00	Accunet Installation
SONET Multiplexing		50% off List			
Expedite Fee				$715.00	Expedite per order
Expedite Fee				$935.00	Expedite per LD T1

Ethernet Switched ACCESS PRICING - AVPN, MIS, PNT, OEW, EPLSWAN (NG-09/10)

Speed	MRC	MRC Description	NRC	NRC Description
2M	$593.21	Switched Eth 2M	$5,500.00	Switched Eth Install
4M	$621.46	Switched Eth 4M	$5,500.00	Switched Eth Install
5M	$732.09	Switched Eth 5M	$5,500.00	Switched Eth Install
8M	$729.74	Switched Eth 8M	$5,500.00	Switched Eth Install
10M	$861.56	Switched Eth 10M	$5,500.00	Switched Eth Install
20M	$1,031.05	Switched Eth 20M	$5,500.00	Switched Eth Install
50M	$1,172.29	Switched Eth 50M	$5,500.00	Switched Eth Install
100M	$1,387.68	Switched Eth 100M	$5,500.00	Switched Eth Install

Ethernet Dedicated ACCESS PRICING - AVPN, MIS, PNT, OEW, EPLSWAN (NG-09/10)

Speed	MRC	MRC Description	NRC	NRC Description
150M	$1,882.02	Dedicated Eth 150M	$5,500.00	Dedicated Eth Install
250M	$2,225.71	Dedicated Eth 250M	$5,500.00	Dedicated Eth Install
500M	$2,978.99	Dedicated Eth 500M	$5,500.00	Dedicated Eth Install
600M	$3,395.65	Dedicated Eth 600M	$5,500.00	Dedicated Eth Install
1000M	ICB	Dedicated Eth 1000M	ICB	Dedicated Eth Install

Ethernet Service is only available in conjunction with one of following LD Services: - MIS, PNT, AVPN, Optewan or EPLSWAN				
Expedite Fee			$935.00	Expedite per LD T1

AT&T Ultravailable® Network - WPL

Pricing is based on the customer's unique requirements. Pricing typically includes:

Charge Category	Charge Name	Pricing
One-Time Charges	Design, engineering and implementation professional services	ICB Required
	Equipment	
	Fiber cable	
Fixed Recurring Charges	Ultravailable Maintenance Center (UMC) management, monitoring and	ICB Required
	Lifecycle management services	

Ultravailable® Network contracts also include incremental channel growth pricing that allows the Customer estimate network growth costs and to add channels to their networks without contract amendments.

CSME (Customized Switched Metro Ethernet) Service

Speed	MRC	MRC Description	NRC	NRC Description
10 Mbps	$786.50	Connection	$7,040.00	CSME Install
100 Mbps	$1,144.00	Connection	$8,470.00	CSME Install
1 Gbps	$2,202.20	Connection	$11,000.00	CSME Install
10 Mbps	$572.00	Subsequent Connection	$5,060.00	CSME Install
100 Mbps	$732.88	Subsequent Connection	$5,280.00	CSME Install
na	$3.58	Additional MAC Addresses	$308.00	CSME Install
na	$17.88	EVC - per connection	$308.00	CSME Install
na	$268.13	Repeater	$1,100.00	CSME Install

Opt-E-Man - TX

Speed	MRC	MRC Description	NRC	NRC Description
10/100 Mbps	$316.25	Basic Connection	$2,530.00	Opt-e-MAN Install

Hi Cap Flex - Ethernet - Customer Provided CPE				
Minimum Bandwidth Commitment				
Access Rate	MRC	MRC Description	NRC	NRC Description
2 Mbps	$113.57	MIS Service 2 Mbps - US	$1,560.00	Tele-Install 0.5 Mbps
2 Mbps	$123.76	MIS Service 2 Mbps - US	$1,560.00	Tele-Install 1.0 Mbps
2 Mbps	$136.86	MIS Service 2 Mbps - US	$1,560.00	Tele-Install 1.5 Mbps
2 Mbps	$171.81	MIS Service 2 Mbps - US	$1,560.00	Tele-Install 2 Mbps
4 Mbps	$247.52	MIS Service 4 Mbps - US	$1,560.00	Tele-Install 3 Mbps
4 Mbps	$313.04	MIS Service 4 Mbps - US	$1,560.00	Tele-Install 4 Mbps
5 Mbps	$327.60	MIS Service 5 Mbps - US	$1,560.00	Tele-Install 5 Mbps
8 Mbps	$364.00	MIS Service 8 Mbps - US	$1,560.00	Tele-Install 6 Mbps
8 Mbps	$412.05	MIS Service 8 Mbps - US	$1,560.00	Tele-Install 7 Mbps
10 Mbps	$455.73	MIS Service 10 Mbps - US	$1,560.00	Tele-Install 8 Mbps
10 Mbps	$499.41	MIS Service 10 Mbps - US	$1,560.00	Tele-Install 9 Mbps
10 Mbps	$535.81	MIS Service 10 Mbps - US	$1,560.00	Tele-Install 10 Mbps
20 Mbps	$717.81	MIS Service 20 Mbps - US	$1,560.00	Tele-Install 15 Mbps
20 Mbps	$899.81	MIS Service 20 Mbps - US	$1,560.00	Tele-Install 20 Mbps
50 Mbps	$1,084.72	MIS Service 50 Mbps - US	$1,560.00	Tele-Install 25 Mbps
50 Mbps	$1,266.72	MIS Service 50 Mbps - US	$1,560.00	Tele-Install 30 Mbps
50 Mbps	$1,453.09	MIS Service 50 Mbps - US	$1,560.00	Tele-Install 35 Mbps
50 Mbps	$1,635.09	MIS Service 50 Mbps - US	$1,560.00	Tele-Install 40 Mbps

80 Mbps	$3,072.16	MIS Service 80 Mbps - US	$10,400.00	On-Site 6040-OC3-POS
90 Mbps	$3,377.92	MIS Service 90 Mbps - US	$10,400.00	On-Site 6040-OC3-POS
100 Mbps	$3,683.68	MIS Service 100 Mbps - US	$10,400.00	On-Site 6040-OC3-POS
120 Mbps	$4,295.20	MIS Service 120 Mbps - US	$10,400.00	On-Site 6040-OC3-POS
144 Mbps	$4,906.72	MIS Service 144 Mbps - US	$10,400.00	On-Site 6040-OC3-POS
155 Mbps	$5,365.36	MIS Service 155 Mbps - US	$10,400.00	On-Site 6040-OC3-POS
Hi Cap Flex (Usage Based Billing) Incremental Usage per Mbps				
Access Rate	**MRC**	**MRC Description**	**NRC**	**NRC Description**
2 Mbps	$103.38	MIS Service 2 Mbps - US		
3 Mbps	$99.01	MIS Service 3 Mbps - US		
4 Mbps	$94.64	MIS Service 4 Mbps - US		
5 Mbps	$78.62	MIS Service 5 Mbps - US		
6 Mbps	$72.80	MIS Service 6 Mbps - US		
7 Mbps	$71.34	MIS Service 7 Mbps - US		
8 Mbps	$68.43	MIS Service 8 Mbps - US		
9 Mbps	$66.98	MIS Service 9 Mbps - US		
10 Mbps	$65.52	MIS Service 10 Mbps - US		
15 Mbps	$58.24	MIS Service 15 Mbps - US		
25 Mbps	$52.42	MIS Service 25 Mbps - US		

Req # 201821 Consent # 28425 9/20/11

Matilde Faz

Subject: RE: TEX-AN-NG

From: Gaylor, Walter [mailto:Walter.Gaylor@dir.texas.gov]
Sent: Tuesday, September 13, 2011 9:30 AM
To: Matilde Faz
Cc: 'Martha Salazar'; 'Renán Ramirez'; 'Edna Kirby'; eli.gracia@co.hidalgo.tx.us
Subject: RE: TEX-AN-NG

DIR has award the contract but some of the pricing is changing due to DIR CRF (cost recovery fee) that why it's not on the DIR web page and I don't know when it will be back on the web page. I'm attach the last version of the pricing from the contract but it might not be accurate due to the changes in the CRF.

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Tuesday, September 13, 2011 9:25 AM
To: Gaylor, Walter
Cc: 'Martha Salazar'; 'Renán Ramirez'; 'Edna Kirby'; eli.gracia@co.hidalgo.tx.us
Subject: RE: TEX-AN-NG

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS

From: Gaylor, Walter [mailto:Walter.Gaylor@dir.texas.gov]
Sent: Wednesday, September 07, 2011 10:02 AM
To: Matilde Faz
Cc: 'Edna Kirby'; eli.gracia@co.hidalgo.tx.us
Subject: RE: TEX-AN-NG

The exhibit C has been pulled so AT&T can work on the pricing issue, I don't know when it will be put back up on DIR website.

From: Gaylor, Walter [mailto:Walter.Gaylor@dir.texas.gov]
Sent: Wednesday, September 07, 2011 9:46 AM
To: Matilde Faz
Cc: 'Edna Kirby'; eli.gracia@co.hidalgo.tx.us
Subject: RE: TEX-AN-NG

Attach is the link to exhibit C but ATT is updating the pricing so as of today there is no pricing under exhibit C

http://www2.dir.state.tx.us/DIR_Contracts/DIR-TEX-AN-NG-CTSA-005-exhibit-c.pdf

From: Gaylor, Walter [mailto:Walter.Gaylor@dir.texas.gov]
Sent: Wednesday, September 07, 2011 9:18 AM
To: Edna Kirby
Cc: 'eli.gracia'; 'Matilde Faz'
Subject: RE: TEX-AN-NG

At this time Hidalgo County doesn't need to sign anything since you have already sign the ATT EUSA, The only pricing I can provide is the attach document.

AI-28618 **12. P.**

CC CONSENT

Meeting Date: 09/20/2011

Submitted By: Ovidio Gonzalez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) for:

1. Hidalgo County Community Supervision and Corrections Department, aka, Adult Probation Department,
2. Co. Judge
3. Safety Division

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-50-125-003-0-626

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

BUDGETARY IMPACT:

Funds available in PO#650274 in the amount of $4,296.24 for Transmontaigne Product Services, Inc. as of 9/16/11.

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-429-00-110-075-0-626

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

BUDGETARY IMPACT:

Funds available as of 9/16/11 $1,427.61.

FISCAL YEAR: 2011 **ACCT. #:** 1-1297-423-00-320-002-1-626

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

BUDGETARY IMPACT:

Funds available as of 9/16/11 $429.37.

Attachments

County Judge

Adult Probation

Safety

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/15/2011 05:31 PM
Budget & Management	Merlen P. Munoz	09/16/2011 08:05 AM
Erika Zamora	Erika Zamora	09/16/2011 03:10 PM
Purchasing Department	Marty Salazar	09/15/2011 05:31 PM
Budget & Management	Merlen P. Munoz	09/16/2011 08:05 AM
Erika Zamora	Erika Zamora	09/16/2011 03:10 PM
Auditor's Office		

Form Started By: Ovidio Gonzalez Started On: 09/15/2011 03:48 PM

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☑ Add Vehicle Card ☐ Add Driver Pin ☐ Delete/ Cancel Card ☐ Delete/Cancel Driver

Department: County Judge's Office
Billing Address: P.O. Box 1356 Edinburg, Texas 78539
Fuel Card Manager: Terri Garcia or Sandra De Leon
This person can not have use of the fuel card
Phone Number: 956-318-2600 **County Email:** Jaime.longoria@co.hidalgo.tx.us
Web user Name: **Password:**
Hidalgo Co Acct Number: 1-1-100-429-00-110-075-0-626
Requested By: /Yolanda Chapa Chief Administrator
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Asset Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number
15V-KL9	2004 Ford Expendition	1FMRU15L52LB00029	38026	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. *All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.*

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	ADULT PROBATION
Billing Address:	1124 N M ROAD EDINBURG TEXAS 78541
Fuel Card Manager:	DIANA SOLIS
	This person can not have use of the fuel card
Phone Number:	956-587-6008 **County Email: diana.solis@hidalgocountycscd.org**
Web user Name:	**Password:**
Hidalgo Co Acct Number:	1-1297-423-00-320-002-1-626
Requested By:	Arnold Patrick- Director
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
Rey Campos	8/4/1956	022322		
Blanca Cano	9/16/1970	140019		
Stephen Lopez	9/28/1965	031119		
Tony Arroyo	10/26/1968	028819		
Rafael Hinojosa	10/24/1957	059285		

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: SAFETY - DBM
Billing Address: PO BOX. 1356 EDINBURG 78539
Fuel Card Manager: ROSIE LUNA
This person can not have use of the fuel card
Phone Number: 292-7030 **County Email:** rosie.luna@co.hidalgo.tx.us
Web user Name: **Password:**
Hidalgo Co Acct Number: 1-1100-419-50-125-003-0-626
Requested By:
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Ricardo Omar Olivarez	10/6/61	007234		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required