AI-29152 **2. A.**

CC CONSENT

Meeting Date: 10/18/2011

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?: N

BUDGETARY IMPACT:

Funds available as of 10/14/2011

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/14/2011 03:45 PM
Ana Galvan	Anna Galvan	10/14/2011 04:53 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Irma Castillo Started On: 10/14/2011 03:25 PM

Final Approval Date: 10/14/2011

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

HIDALGO COUNTY PLANNING DEPT.

DATE: October 14, 2011

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

DEPARTMENT NAME: Planning Dept.

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

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

I submit 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
1-1100-419-10-210-001-0-601	Office & Computer Supplies	→	1-1100-419-10-210-001-0-672	Equip & Veh R&M Supplies	$30.10
1-1100-419-10-210-001-0-855	Late Fees, Penalties	→	1-1100-419-10-210-001-0-672	Equip & Veh R&M Supplies	$10.00
				Total:	**$40.10**

Reason: Need monies to purchase a new battery for Unit 81, 2003 Ford F150 Truck, L.P. 859-413 VIN# 2FTRF17253CB15886.

_____
Department Head Signature

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

AI-29106 **2. B.**

CC CONSENT

Meeting Date: 10/18/2011

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:

Funds available as of 10/13/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 08:12 AM
Ana Galvan	Anna Galvan	10/13/2011 02:46 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Mike Escaname Started On: 10/12/2011 04:38 PM

Final Approval Date: 10/14/2011

Date: October 12, 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
1-1100-441-00-340-001-0-350	HEALTH ADM-OTHER SERVICES	1-1100-441-00-340-001-0-432	HEALTH ADM-EQUIP&VEH R&M SRV	$ 1,500.00
1-1100-441-00-340-001-0-343	HEALTH ADM-LAUNDRY & DRY CLEANING	1-1100-441-00-340-001-0-432	HEALTH ADM-EQUIP&VEH R&M SRV	$ 1,500.00
			Amount	$ 3,000.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-29013 **2. C.**

CC CONSENT

Meeting Date: 10/18/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-10-340-013-2-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/12/2011.

.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 10:24 AM
Ana Galvan	Anna Galvan	10/12/2011 04:33 PM
Auditor's Office	Arcilia Duran	10/14/2011 04:04 PM

Form Started By: Mike Escaname Started On: 10/06/2011 09:59 AM

Final Approval Date: 10/14/2011

Date: October 6, 2011

Department Head: Eduardo Olivarez, Chief Administrative Officer

Department Name: Hidalgo County Health & Human Services Department

Account Number: 1-1293-441-10-340-013-2-XXX - CPH BIO PREP

Subject: Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-10-340-013-2-601	CPH BIO PREP-OFFICE & COMPUTER SUPPLIES	1-1293-441-10-340-013-2-672	CPH BIO PREP-EQUIP & VEH R & M SUPPLIES	$215.00
			Amount	$ 215.00

Reason: Line item transfer needed to fund anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-29047 **2. D.**

CC CONSENT

Meeting Date: 10/18/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-008-2-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2011 11:31 AM
Veronica Ortiz	Veronica Ortiz	10/13/2011 09:55 AM
Auditor's Office	Arcilia Duran	10/14/2011 04:04 PM

Form Started By: Mike Escaname Started On: 10/11/2011 11:07 AM

Final Approval Date: 10/14/2011

Date: October 11, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-008-2- T.B. CONTROL
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-008-2-540	T.B. CONTROL-ADVERTISING	1-1293-441-00-340-008-2-336	T.B. CONTROL-COMPUTER SI	$1,500.00
1-1293-441-00-340-008-2-550	T.B. CONTROL-PRINTING & B	1-1293-441-00-340-008-2-336	T.B. CONTROL-COMPUTER SI	$1,296.00
			Amount	$ 2,796.00

Revenue Account
Amount Requested: $ 2,796.00

Reason: Line item transfer needed to cover anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29053 **2. E.**

CC CONSENT

Meeting Date: 10/18/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-011-0-XXX

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

BUDGETARY IMPACT:

See attached salaries and fringe benefits analysis for availability of funds.

Attachments

Uniform Policy

LIT

Salary Fringes Projection

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2011 03:52 PM
Rosalinda Cantu	Rosie Cantu	10/12/2011 04:03 PM
Auditor's Office	Arcilia Duran	10/14/2011 04:04 PM

Form Started By: Mike Escaname Started On: 10/11/2011 03:23 PM

Final Approval Date: 10/14/2011

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
EMPLOYEE WORKPLACE POLICY

Policy Number:	016
Policy Name:	Dress Code
Effective Date: January 1995	Revision Date: July 31, 2011
Approval Authority Name:	Eduardo Olivarez, Chief Administrative Officer
Approval Authority Signature:	

The following has been adopted as the Hidalgo County Health and Human Services Department Dress Code and implemented as a Civil Service Rule of Conduct for the Department. Supervisors are advised to assure all staff adheres to these policies. Employees that do not comply with these rules are subjected to disciplinary action, and, if necessary, will be sent home to change to proper clothing on their own time.

1. All employees are required to wear both the Hidalgo County issued ID and the HCHHSD issued name tag with appropriate title and visible to the public, while on duty. (Refer to the County Identification Badge Policy).
2. Clinic nursing personnel (nurses, aides, & ORWs) are required to wear a nursing uniform (to include nursing shoes that are not canvas/cloth). A lab coat over scrubs is also required (preferably white).
3. All clinic clerks, Promotoras and CSAs are required to dress in business casual attire. (Refer to County Civil Service Rule # 5.04.)
4. All Central Office staff are required to dress in business casual attire, except for divisions that are required to wear a uniform. (Refer to County Civil Service Rule # 5.04.)
5. All employees will be permitted to wear denim pants, crops, skorts, skirts or dresses on **Fridays only.** This includes any colored denim, i.e. blue, black or white. No denim pants, crops, skorts, skirts or dresses are permitted on any other day of the week regardless of Holidays. Business casual denim **tops** will be permitted. Clinic nursing personnel must also wear a lab coat over street cloths worn on Friday's. In addition, clinic nursing personnel must also wear appropriate nursing shoes on Friday's. This is to be considered a privilege and may be subject to change.
6. **Prohibited attire:**
    a) Revealing cloths:
        - showing cleavage, low backs, thin strapped tops and/or midriff/stomach
        - transparent and/or torn clothing
        - shorts, skorts, skirts, & dresses (including slits on the skirts) not more than one inch above the knee.
        - No leggings or tight skinny pants

b) For infection control and safety purpose:
   - No excessive jewelry;
   - Environmental staff are discouraged from wearing any additional jewelry beyond one ring and wrist watch due to safety concerns.
   - No long fingernails (not to exceed ¼ inch from finger tip)
   - No long loose hair; clinical staff must secure hair away from face; food inspectors will wear hair nets when conducting food inspections.

c) Shoes:
   - Spiked heels and/or higher than three inches
   - Opened toed, sport sandals, or flip flops (i.e. foam/rubber with or without wedge).
   - Central Office staff may wear opened toed dress shoes, however, not when assigned to work at clinics or when assigned to special projects (OLS, Provider visits etc.).
   - Central Office staff with warehouse duties are prohibited to wear opened toed shoes and/or high heeled shoes.

d) Other:
   - Any attire body art, and body piercing which draws attention and/or impedes with your work performance is discouraged.
   - Clothing that is inappropriate & distracting to others.

As HCHHSD staff, we are encouraging a healthy and safe lifestyle.

Date: October 11, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-011-0- TDH T.B.ELIM
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	**ACCOUNT NAME (OBJECT CODE)**	**ACCOUNT NUMBER**	**ACCOUNT NAME (OBJECT CODE)**	**AMOUNT**
1-1293-441-00-340-011-0-113	TDH T.B.ELIM-REG F/T EMPLOYEES	1-1293-441-00-340-011-0-607	TDH T.B.ELIM-HOUSEHOLD & JANITORIAL SUPP	$ 10,000.00
1-1293-441-00-340-011-0-113	TDH T.B.ELIM-REG F/T EMPLOYEES	1-1293-441-00-340-011-0-604	TDH T.B.ELIM-MEDICAL & LAB SUPPL	$ 6,400.00
1-1293-441-00-340-011-0-211	TDH T.B.ELIM-HEALTH INSURANCE	1-1293-441-00-340-011-0-665	TDH T.B.ELIM-MINOR COMPUTER EQUIPMENT	$ 1,600.00
1-1293-441-00-340-011-0-211	TDH T.B.ELIM-HEALTH INSURANCE	1-1293-441-00-340-011-0-661	TDH T.B.ELIM-MINOR OFFICE FURN & EQUIPME	$ 500.00
1-1293-441-00-340-011-0-211	TDH T.B.ELIM-HEALTH INSURANCE	1-1293-441-00-340-011-0-605	TDH T.B.ELIM-CLOTHING & UNIFORMS	$ 880.00
1-1293-441-00-340-011-0-211	TDH T.B.ELIM-HEALTH INSURANCE	1-1293-441-00-340-011-0-601	TDH T.B.ELIM-OFFICE & COMPU SUPPL	$ 1,770.00
1-1293-441-00-340-011-0-220	TDH T.B.ELIM-FICA	1-1293-441-00-340-011-0-601	TDH T.B.ELIM-OFFICE & COMPU SUPPL	$ 750.00
1-1293-441-00-340-011-0-540	TDH T.B.ELIM-ADVERTISING	1-1293-441-00-340-011-0-601	TDH T.B.ELIM-OFFICE & COMPU SUPPL	$ 4,125.00
1-1293-441-00-340-011-0-550	TDH T.B.ELIM-PRINTING & BINDING	1-1293-441-00-340-011-0-601	TDH T.B.ELIM-OFFICE & COMPU SUPPL	$ 1,671.00
1-1293-441-00-340-011-0-603	TDH T.B.ELIM-EDUCATION/INSTRUCTION SUPPL	1-1293-441-00-340-011-0-601	TDH T.B.ELIM-OFFICE & COMPU SUPPL	$ 1,700.00
			Amount	$ 29,396.00

Amount Requested: $ 29,396.00

Reason: Funds needed in proper object code;
To cover anticipated grant expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

Hidalgo County Health & Human Services Dept.

TB ELIMINATION CY 11
GRANT ENDING 12/31/2011
1-1293-441-00-340-011-0-xxx

Projection of Salaries and Fringes for the remainder of the TB ELIMINATION CY 11 period ending 12/31/11

		*COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PPDS	BUDGET BALANCE 10/7/2011	ANTICIPATED SURPLUS (DEFICIT)
Salaries-F/T	113	$ 10,754.29	7	$ 75,280.03	$ 92,754.79	$ 17,474.76
Health Insurance	211	$ 1,266.53	5	$ 6,332.65	$ 11,422.43	$ 5,089.78
Life Insurance	212	$ 19.00	3	$ 57.00	$ 109.07	$ 52.07
Fica	220	$ 822.70	7	$ 5,758.92	$ 6,908.89	$ 1,149.97
Retirement	230	$ 1,032.05	7	$ 7,224.35	$ 7,226.12	$ 1.77
Unemployment Comp.	250	$ 53.75	7	$ 376.25	$ 390.91	$ 14.66
Worker's Comp	260	$ -		$ -		$ -
		$ 13,948.32		**$ 95,029.20**	**$ 118,812.21**	**$ 23,783.01**

Pay Periods Remaining at 10/07/11:

1 pp 21	10/21/2011
2 pp 22	11/4/2011
3 pp 23	11/18/2011
4 pp 24	12/2/2011
5 pp 25	12/16/2011
6 pp 26	12/30/2011
7 pp 27	1/13/2012

Notes:

Health Insurance is paid twice per month for a total of 24 payments.
Health Insurance premium payments remaining:

1 pp 21	10/21/2011
2 pp 22	11/4/2011
3 pp 23	11/18/2011
4 pp 24	12/2/2011
5 pp 25	12/16/2011

Life Insurance is paid once per month for a total of 12 payments.
Life Insurance premium payments remaining:

1 pp 21	10/21/2011
2 pp 23	11/18/2011
3 pp 25	12/16/2011

AI-29103 **2. F.**

CC CONSENT

Meeting Date: 10/18/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 08:08 AM
JC Carreon	JC Carreon	10/13/2011 10:24 AM
Auditor's Office	Arcilia Duran	10/14/2011 04:03 PM

Form Started By: Mike Escaname Started On: 10/12/2011 04:36 PM

Final Approval Date: 10/14/2011

Date: October 12, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-005-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-005-0-743	H.D. ADM-OFFICE FURN & E	1-1293-441-00-340-005-0-672	H.D. ADM-REPAIR & MAINTENAN	$750.00
			Amount	$ 750.00

Revenue Account
Amount Requested: $ 750.00

Reason: Funds needed to meet anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29144 **2. G.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - DBM Workers' Comp. (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-2202-419-50-115-065-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-14-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/14/2011 10:41 AM
JC Carreon	JC Carreon	10/14/2011 11:03 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Angela Garcia Started On: 10/14/2011 10:33 AM

Final Approval Date: 10/14/2011

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 10/14/11

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: DBM - WORKERS COMP.

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

CONTACT PERSON: ANGELA GARCIA

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
584	REGISTRATION FEES	601	OFFICE & COMP. SUPPLIES	1,500.00
584	REGISTRATION FEES	619	OTHER MISC. SUPPLIES	100.00
			TOTAL	1,600.00

REASON: PURCHASE OFFICE SUPPLIES AND DECALS FOR NEW VEHICLES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-29074 **2. H.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Historical Commission (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-451-10-125-020-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 11:31 AM
Veronica Ortiz	Veronica Ortiz	10/13/2011 09:58 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Angela Garcia Started On: 10/12/2011 10:42 AM

Final Approval Date: 10/14/2011

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 10/12/11

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: HISTORICAL COMMISSION

ACCOUNT NUMBER: 1-1100-451-10-125-020-0-XXX

CONTACT PERSON: ANGELA GARCIA

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
535	POSTAGE	890	OTHER	500.00
550	PRINTING & BINDING	890	OTHER	1,000.00
585	NON-EMPLOYEE TRAVEL	890	OTHER	1,000.00
601	OFFICE SUPPLIES	890	OTHER	400.00
			TOTAL	2,900.00

REASON: FUNDING NEEDED FOR HISTORICAL MARKERS

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-29076 **2. I.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Yvonne Ramon Submitted By: Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2011 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

336 --> 665 $588
Available balance as of 10/12/11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 04:06 PM
Veronica Ortiz	Veronica Ortiz	10/13/2011 09:55 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Veronica Lopez Started On: 10/12/2011 11:06 AM

Final Approval Date: 10/14/2011

DATE: **September 28, 2011**

2011
Transfer

AI- 29076

DEPARTMENT HEAD: **Yvonne Ramon**

DEPARTMENT NAME: **Elections Department**

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
336	Elections Dept- Computer Srv	665	Elections Dept- Minor Comp Equip	$588.00
336	Elections Dept- Computer Srv	741	Elections Dept- Vehicles	$600.00
			TOTAL	**$1,188.00**

REASON:
Transfer needed for minor comp. equipment and vehicle purchase.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29096 **2. J.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2011 - District Attorney (1223)

BACKGROUND

Monies will be used to pay for virus protections software. Need to use different object, not 601.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 08:04 AM
JC Carreon	JC Carreon	10/13/2011 10:15 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Roy Cazares Started On: 10/12/2011 04:14 PM

Final Approval Date: 10/14/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: October 25, 2011
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 1-1223-412-00-080-007-0-XXX - Investigation Fund
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	Office & Computer Supplies	→	336	Computer Services	$1,071.80
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 1,071.80**

REASON:
Monies will be used to pay for virus protections software. Need to use different object, not 601.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29102 **2. K.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Norma L. Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2011 - WIC (1292)

BACKGROUND

Line item transfer

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-2-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

L/T- WIC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 08:07 AM
JC Carreon	JC Carreon	10/13/2011 10:18 AM
Auditor's Office	Arcilia Duran	10/14/2011 04:03 PM

Form Started By: Margarita Gonzalez Started On: 10/12/2011 04:36 PM

Final Approval Date: 10/14/2011

DATE:	10/12/11
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	1.1292.441.00.350.001.2 WIC
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code

FROM		TO		
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
1.1292.441.00.350.001.2	601 office Supplies	→ 1.1292.441.00.350.001.2.	339 Other Professional Services	650.00
Total:				650.00

REASON: To encumber cost for items that that are needed.

AI-29059 **2. L.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 08:18 AM
JC Carreon	JC Carreon	10/13/2011 10:09 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Rene Perez Started On: 10/11/2011 04:57 PM

Final Approval Date: 10/14/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 10/11/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

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

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	CO CLERK-OFFICE & COMPUTER SUPP.	640	CO CLERK-REFERENCE MATERIALS	$400.00
601	CO CLERK-OFFICE & COMPUTER SUPP.	679	CO CLERK-OTHER R&M SUPPLIES	$300.00
			TOTAL	$700.00

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-29101 **2. M.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2011 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

L.I.T. 10.18.11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 08:06 AM
JC Carreon	JC Carreon	10/13/2011 10:17 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Stephanie Palacios Started On: 10/12/2011 04:34 PM

Final Approval Date: 10/14/2011

DATE: October 12, 2011

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

ACCOUNT NUMBER: 1-1100-412-00-090-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
336	Computer Services	583	Travel Out of County	$300.00
336	Computer Services	584	Registration Fees	$12.00
			TOTAL	**$312.00**

REASON: **Transfer monies to the correct object code to cover expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-29080 **2. N.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Juan Martinez

Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2011 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/12/2011.

Attachments

LIT.10-18-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 01:46 PM
Ana Galvan	Anna Galvan	10/12/2011 04:37 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Yolanda Orozco Started On: 10/12/2011 01:27 PM

Final Approval Date: 10/14/2011

DATE: October 18, 2011

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 1-1100-422-10-300-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-422-10-300-001-0-535	Postage		1-1100-422-10-300-001-0-810	Dues & Membership	$170.00
		->			
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		->			
					$170.00

REASON: To pay for the South Texas Fire Investigators Assoc.dues.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29049 **2. O.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2011 - Justice Court Tech (1242)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2011 03:17 PM
JC Carreon	JC Carreon	10/13/2011 10:07 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Edna Kirby Started On: 10/11/2011 01:41 PM

Final Approval Date: 10/14/2011

DATE: October 18, 2011

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 1-1242-412-00-060-001-0-

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
432	Justice Crt Tech-Equip&Veh R&M SRV	601	Justice Crt Tech-Office & Computer Supply	$1,110.27
			TOTAL	**$1,110.27**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-29062 **2. P.**

CC CONSENT

Meeting Date: 10/18/2011

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

Department: COUNTY COURT #1

Information

CAPTION

2011 - CCL #1 (1100)

BACKGROUND

Attachments

LINE ITEM TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 09:02 AM
Ana Galvan	Anna Galvan	10/12/2011 04:34 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Dora Gutierrez Started On: 10/12/2011 08:21 AM

Final Approval Date: 10/14/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **October 17, 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	583	TRAVEL OUT OF COUNTY	$ 1,000.00
890	OTHER	550	PRINTING AND BINDING	$ 500.00
890	OTHER	601	OFFICE & COMP SUPPLES	$ 500.00
890	OTHER	640	REFERENCE MATERIALS	$ 500.00
			TOTAL	$ 2,500.00

REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-29126 **2. Q.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Maria Elena Banning Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - CCL #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-022-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 02:28 PM
Veronica Ortiz	Veronica Ortiz	10/13/2011 04:31 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Angela Garcia Started On: 10/13/2011 02:27 PM

Final Approval Date: 10/14/2011

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 10/13/11

DEPARTMENT HEAD: HON. JAIME "JAY" PALACIOS

DEPARTMENT NAME: COUNTY COURT #2

ACCOUNT NUMBER: 1-1100-412-00-022-001-0-XXX

CONTACT PERSON: ANGELA GARCIA

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	OTHER	661	MINOR OFFICE FURN. & EQUIP	2,500.00
			TOTAL	2,500.00

REASON: PURCHASE OFFICE FURNITURE

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-29104 **2. R.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Dora Lopez, 92ND DISTRICT COURT

Department: 92ND DISTRICT COURT

Information

CAPTION

2011 - 92nd District Court (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 08:10 AM
Veronica Ortiz	Veronica Ortiz	10/13/2011 09:59 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Dora Lopez Started On: 10/12/2011 04:38 PM

Final Approval Date: 10/14/2011

DATE: October 17, 2011

DEPARTMENT HEAD: Ricardo P. Rodriguez, Jr.

DEPARTMENT NAME: 92nd Judicial District Court

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	Minor Office Furn & Equipment	342	Info & Credit Services	**$350.00**
			TOTAL	**$350.00**

REASON: **Lexis Nexis**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-29050 **2. S.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Delia Garza

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Master Court I (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2011 03:18 PM
Veronica Ortiz	Veronica Ortiz	10/13/2011 09:56 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Angela Garcia Started On: 10/11/2011 02:29 PM

Final Approval Date: 10/14/2011

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 10/11/11

DEPARTMENT HEAD: JUDGE JOHN A. RIVERA

DEPARTMENT NAME: MASTER COURT I

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

CONTACT PERSON: DELIA GARZA

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
811	LICENSES & PERMITS	584	REG. FEES	250.00
631	BOTTLED WATER	584	REG. FEES	19.00
631	BOTTLED WATER	583	TRAVEL OUT OF COUNTY	27.85
442	EQUIP. & VEH. RENTALS	583	TRAVEL OUT OF COUNTY	18.50
			TOTAL	315.35

REASON: TRAVEL EXPENDITURES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-29119 **2. T.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Joel Quintanilla, Comm. Pct. 1 Submitted By: Anthony Webber, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/13/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 12:57 PM
Ana Galvan	Anna Galvan	10/13/2011 03:17 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Anthony Webber Started On: 10/13/2011 11:26 AM

Final Approval Date: 10/14/2011

DATE: October 17, 2011 **MEETING REQUEST DATE:** October 25, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 PARKS

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

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME		TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	1100	452	00	121	013	0	343	LAUNDRY & DRY CLEANING		1	1100	452	00	121	013	0	612	RECREATIONAL SUPPLIES	601.19
1	1100	452	00	121	013	0	439	OTHER R & M SERVICES		1	1100	452	00	121	013	0	612	RECREATIONAL SUPPLIES	250.00
1	1100	452	00	121	013	0	439	OTHER R & M SERVICES		1	1100	452	00	121	013	0	601	OFFICE & COMPUTER SUPPLIES	250.00
1	1100	452	00	121	013	0	607	HOUSEHOLD & JANITORIAL SUPPLIES		1	1100	452	00	121	013	0	601	OFFICE & COMPUTER SUPPLIES	500.00
1	1100	452	00	121	013	0	619	OTHER MISCELLANEOUS SUPPLIES		1	1100	452	00	121	013	0	609	AGRICULTURAL & LANDSCAPING SUPPLIES	500.00
1	1100	452	00	121	013	0	630	FOOD		1	1100	452	00	121	013	0	612	RECREATIONAL SUPPLIES	277.80
1	1100	452	00	121	013	0	890	OTHER		1	1100	452	00	121	013	0	612	RECREATIONAL SUPPLIES	2.25
1	1100	452	00	121	013	0	811	LICENSES & PERMITS		1	1100	452	00	121	013	0	612	RECREATIONAL SUPPLIES	325.00
																			2,706.24

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

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-29122 **2. U.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Joel Quintanilla, Comm. Pct. 1 Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 FEMA (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-121-989-1-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/13/2011.

Attachments

2011 Pct # 1 FEMA (1280)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 01:48 PM
Ana Galvan	Anna Galvan	10/13/2011 04:43 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Robert Elizondo Started On: 10/13/2011 01:40 PM

Final Approval Date: 10/14/2011

DATE: October 17, 2011 **MEETING REQUEST DATE:** October 25, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 FEMA JE-

ACCOUNT NUMBER: 1-1280-431-00-121-989-1-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1280	-431	-00	-121	-989	-1	673	R&B R&M Supplies	1	-1280	-431	-00	-121	-989	-1	346	Hauling	10,000.00
																		10,000.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-28948 **2. V.**

CC CONSENT

Meeting Date: 10/18/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 South Tower CRC (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available in the amount of $5,500.00 as of 10/12/2011
From 890 ---> 442 $100.00
From 890 ---> 581 $250.00
From 890 ---> 601 $1,250.00
From 890 ---> 631 $200.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 02:40 PM
Veronica Ortiz	Veronica Ortiz	10/13/2011 09:55 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Yolanda Cisneros Started On: 10/04/2011 05:00 PM

Final Approval Date: 10/14/2011

DATE: October 12, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	442	EQUIPMENT & VEHICLE RENTAL	$100.00
890	OTHER	581	IN-COUNTY TRAVEL	$250.00
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	$1,250.00
890	OTHER	631	BOTTLE WATER	$200.00
			TOTAL	$1,800.00

REASON:
Transfer needed for funding TO COVER AUTOMOBILE EXPENSE CLAIMS & OFFICE SUPPLIES.

DEPARTMENT HEAD SIGNATURE

10/12/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29085 **2. W.**

CC CONSENT

Meeting Date: 10/18/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 Adm. (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available in the amount of $22,615.21 as of 10/12/2011
From 661 ----> 421 $200.00
From 661 ----> 431 $500.00
From 661 ----> 550 $300.00
From 661 ----> 601 $2,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 02:59 PM
Ana Galvan	Anna Galvan	10/12/2011 04:39 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Yolanda Cisneros Started On: 10/12/2011 02:27 PM

Final Approval Date: 10/14/2011

DATE: October 12, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	MINOR OFFICE FURN & EQUIPMENT	421	DISPOSAL	$200.00
661	MINOR OFFICE FURN & EQUIPMENT	431	BLDG & OTHER STRUC R&M SER	$500.00
661	MINOR OFFICE FURN & EQUIPMENT	550	PRINTING & BINDING	$300.00
661	MINOR OFFICE FURN & EQUIPMENT	601	OFFICE & COMPUTER SUPPLIES	$2,000.00
			TOTAL	$3,000.00

REASON:
Transfer needed for DISPOSAL, BUILDING REPAIR SUPPLIES AND OFFICE SUPPLIES.

DEPARTMENT HEAD SIGNATURE

10/12/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29089 **2. X.**

CC CONSENT

Meeting Date: 10/18/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $2,448.88 as of 10/12/2011
From 622 ----> 626 $1,500.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 03:13 PM
Ana Galvan	Anna Galvan	10/12/2011 04:51 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Yolanda Cisneros Started On: 10/12/2011 02:50 PM

Final Approval Date: 10/14/2011

DATE: October 12, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Sanitation Landfill Department

ACCOUNT NUMBER: 1-1100-432-00-122-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
622	ELECTRICITY	626	GASOLINE/DIESEL	$1,500.00

AI-29093 **2. Y.**

CC CONSENT

Meeting Date: 10/18/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 Road Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $160,563.71 as of 10/12/2011
From 890 ----> 626 $30,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 04:08 PM
Ana Galvan	Anna Galvan	10/12/2011 04:45 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Yolanda Cisneros Started On: 10/12/2011 03:15 PM

Final Approval Date: 10/14/2011

DATE: October 12, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 1-1200-431-00-122-006-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	626	GASOLINE / DIESEL FUEL	$30,000.00

AI-29105 **2. Z.**

CC CONSENT

Meeting Date: 10/18/2011

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

Department: COMM. PCT. #4

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?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 10-13-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 08:11 AM
JC Carreon	JC Carreon	10/13/2011 10:54 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Jr. Munoz Started On: 10/12/2011 04:38 PM

Final Approval Date: 10/14/2011

DATE: 10/17/11 **AI#**

DEPARTMENT HEAD: Joseph Palacios, Commissioner

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

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

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
334	Arch & Eng Srv	432	Equip & Veh R&M Srv	5,000.00
334	Arch & Eng Srv	741	Vehicles	6,826.34
339	Other Prof Srv	741	Vehicles	1,000.00
431	Bldg & Struc R&M Srv	741	Vehicles	12,173.00
433	R&B R&M Service	741	Vehicles	600.00
				-
				-
				-
			TOTAL	25,599.34

REASON: To cover day to day expenses of the Precinct and the purchase of one P/U Truck.

DEPARTMENT HEAD SIGNATURE

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

AI-29056 **2. AA.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2011 - Pct. #4 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1311-431-00-124-612-0-334

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	10/12/2011 02:59 PM
Budget & Management	Merlen P. Munoz	10/12/2011 03:03 PM
Veronica Ortiz	Veronica Ortiz	10/13/2011 09:55 AM
Auditor's Office	Arcilia Duran	10/14/2011 04:05 PM

Form Started By: Marcie Jackson Started On: 10/11/2011 04:07 PM

Final Approval Date: 10/14/2011

DATE: October 11, 2011

2011
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 4 BCAP- (1311)

ACCOUNT NUMBER: 1-1311-431-00-124-612-0-312

AI-29056 10/18/11

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
334	RENA RAE S/D-ENG & ARCH SRV	312	RENA RAE S/D-INDIRECT COST	$140.00
			TOTAL	140.00

REASON:
Transfer needed to clear negative balance.

/ /
DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-28926 **3. A.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Pct. 1 Sanitation Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 Sanitation (1100):
Approval of 2011 interdepartmental transfer from Countywide Administration - Contingency to Pct. 1 Sanitation in the amount of $80,000.00 to fund waste management services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-4XX-00-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10-4-11

Attachments

Pct. 1 Sanitation transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	10/04/2011 10:10 AM
Budget & Management	Merlen P. Munoz	10/04/2011 10:34 AM
Rosalinda Cantu	Rosie Cantu	10/05/2011 11:45 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:13 PM

Form Started By: Ivan Cantu Started On: 10/04/2011

Final Approval Date: 10/06/2011

DATE: October 11, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011

Interdepartmental Transfer

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(80,000.00)
TO:			
1-1100-432-00-121-001-0- 350	Pct. 1 Sanitation-	Other Services	80,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund waste management services with BFI Waste Services of Texas, LP (PO #653489).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-29107 **3. B.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Pct. 1 Drain Improv. Proj. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 CO's 2010 A&B (1342):
Approval of 2011 interdepartmental transfer from Pct. 1 Roads, program #041, to Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of $24,000.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of September 2011 (PP #18 & 19).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-0XX-0-73X

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

BUDGETARY IMPACT:

program #041--> program #087 & 092 in the amount of $24,000.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of September 2011 (PP #18 & 19).

Attachments

Pct. 1 CO's 2010 transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	10/12/2011 04:52 PM
Budget & Management	Merlen P. Munoz	10/13/2011 08:13 AM
Erika Zamora	Erika Zamora	10/13/2011 03:42 PM
Auditor's Office	Arcilia Duran	10/14/2011 04:13 PM

Form Started By: Ivan Cantu Started On: 10/12/2011

Final Approval Date: 10/14/2011

DATE: October 18, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Interdepartmental Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO's 2010 A & B

ACCOUNT NUMBER: 1-1342-431-00-121-0XX-0-73X

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1342-431-00-121-041-0- 731	CO 2010A & B-Pct. 1 Roads-	Roads	(24,000.00)
TO:			
1-1342-431-00-121-087-0- 733	CO 2010A & B-Pct. 1-Bar Ditches-	Drainage Ditches	19,000.00
1-1342-431-00-121-092-0- 733	CO 2010A & B-HCCID #9 Channels-	Drainage Ditches	5,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund the Pct. 1 Drainage Improvement Project labor reimbursements for the month of September 2011 (PP #18 & 19).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-29138 **3. C.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Sergio Cruz Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Purchasing (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Purchasing in the amount of 13,000.00 to fund advertising and office supply expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

CO WIDE ADM-CONTINGENCY
Funds available as of 10/13/11.

Attachments

Interdept trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 04:40 PM
Rosalinda Cantu	Rosie Cantu	10/14/2011 10:32 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Erika Zamora Started On: 10/13/2011 04:35 PM

Final Approval Date: 10/14/2011

DATE: October 18, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Purchasing

ACCOUNT NUMBER: 1-1100-415-XX-1XX-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	(13,000.00)
TO			
1-1100-415-18-160-001-0- 540	PURCHASING	ADVERTISING	12,500.00
1-1100-415-18-160-001-0- 601	PURCHASING	OFFICE & COMPUTER SUPPL	500.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To reimburse advertising funds that were set aside for Operation Clean Slate project and fund office supply expenditures**

SIGNATURE

_____ / _____ / _____

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

AI-29137 **3. D.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Litigation (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to General Litigation in the amount of $80,000.00 to fund legal services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-X0-1X5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/13/11.

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 04:39 PM
Sylvia Solis	Sylvia Solis	10/14/2011 08:44 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Erika Zamora Started On: 10/13/2011 04:33 PM

Final Approval Date: 10/14/2011

DATE: October 18, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for General Litigation

ACCOUNT NUMBER: 1-1100-415-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	(80,000.00)
TO			
1-1100-415-30-125-006-0- 339	GENERAL LITIGATION	OTHER PROFESSIONAL SVCS	80,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund legal services.

SIGNATURE

/ /

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

AI-29136 **3. E.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Civil Service (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Civil Service in the amount of $20,000.00 to fund legal services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-X0-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/13/11.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 04:39 PM
Sylvia Solis	Sylvia Solis	10/14/2011 08:44 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Erika Zamora Started On: 10/13/2011 04:30 PM

Final Approval Date: 10/14/2011

DATE: October 18, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Civil Service

ACCOUNT NUMBER: 1-1100-415-X0-1XX-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	(20,000.00)
TO			
1-1100-415-50-190-001-0- 333	CIVIL SERVICE	LEGAL SERVICES	20,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund legal services.

SIGNATURE

/ /

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

AI-29134 **3. F.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Executive Office (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Executive Office in the amount of $10,000.00 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 10/13/11.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 04:38 PM
Ivan Cantu	Ivan Cantu	10/13/2011 04:57 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Erika Zamora Started On: 10/13/2011 04:27 PM

Final Approval Date: 10/14/2011

DATE: October 18, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Executive Office

ACCOUNT NUMBER: 1-1100-41X-00-1X5-00X-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	(10,000.00)
TO			
1-1100-413-00-125-001-0- 601	EXECUTIVE OFFICE	OFFICE & COMPUTER SUPPL	1,000.00
1-1100-413-00-125-001-0- 626	EXECUTIVE OFFICE	GASOLINE/DIESEL	2,000.00
1-1100-413-00-125-001-0- 664	EXECUTIVE OFFICE	OTHER MINOR EQUIPMENT	1,000.00
1-1100-413-00-125-001-0- 811	EXECUTIVE OFFICE	LICENSES & PERMITS	1,000.00
1-1100-413-00-125-001-0- 432	EXECUTIVE OFFICE	EQUIP & VEH R&M SRV	2,000.00
1-1100-413-00-125-001-0- 613	EXECUTIVE OFFICE	SAFETY SUPPLIES	1,000.00
1-1100-413-00-125-001-0- 532	EXECUTIVE OFFICE	WIRELESS DEVICES	500.00
1-1100-413-00-125-001-0- 890	EXECUTIVE OFFICE	OTHER	1,500.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund various operating expenditures

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-29064 **3. G.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Elections Department **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Elections Dept (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Elections Dept in the amount of $7,286.75 to fund poll worker expenditures for the CISD Tax Ratification Election.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

CO WIDE ADM-CONTINGENCY
Available funds as of 10/14/11.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/14/2011 08:04 AM
Roland Garcia	Angela Garcia	10/14/2011 09:09 AM
Dale Kennan	Dale Kennan	10/14/2011 10:11 AM
Purchasing Department	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Rosie Cantu Started On: 10/12/2011 09:10 AM

Final Approval Date: 10/14/2011

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: October 12, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR ELECTIONS DEPT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
1-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(7,286.75)
TO:		
1-1100-414-00-130-001-0- 123	ELECTIONS DEPT- ELECTION POLL WORKE	7,286.75
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: TO FUND POLL WORKER WAGES FOR THE MISSION CISD TAX RATIFICATION ELECTION.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-29084 **4. A.**

CC CONSENT

Meeting Date: 10/18/2011

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)

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 10-18-11

Pct 2 & 4 Cert Plat & Utility Status 10-18-11

Pct 3 Cert & Plat & Utility Status 10-18-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 02:40 PM
Olga Garza	Olga Garza	10/12/2011 03:09 PM
Auditor's Office	Arcilia Duran	10/14/2011 05:00 PM

Form Started By: Irma Castillo Started On: 10/12/2011 02:21 PM

Final Approval Date: 10/14/2011

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	MARIA J. ESPINOZA	1-8281
2.	HIPOLITO MARTINEZ	1-8401
3.	WILLIAM LOPEZ MATIAS	1-8340
4.	MAXIMO RODRIGUEZ	1-8387
5.	VICTOR IBARRA	1-8380
6.	MARIA E. PINEDA	1-8403
	COMM. COURT: OCTOBER 18, 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: 1-8281

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: María J. Espinoza

Address: 5425 South Pecan Blvd.
Donna, TX 78537

Phone: (956) 457-4882

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: Pecan Valley Est Ut #1 lot 47 ,

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 01/23/96);

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 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 Roberto Hernandez 10-12-11);

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 Roberto Hernandez 10-12-11);

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

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956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-8281

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 J. Espinoza

Address: 5425 South Pecan Blvd.
Donna, TX 78537.

Phone: (956) 457-4882

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

Pecan Valley Est. Un. # 1 Lot # 7

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maria Espinoza
Requesting Party (Signature)

10/5/11
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:

10/11/11
Date

County Official

Recorded On 2007-Oct-29 As-1820665

CHARGE SIERRA TITLE
STG/ CN GF# 3128535

1820665

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 2, 2007

Grantor: PECAN VALLEY ESTATES JOINT VENTURE

Grantor's Mailing Address (including county):

P. O. Box 720939
McAllen, Hidalgo County, TX 78504

Grantee: MARIA J. ESPINOZA

Grantee's Mailing Address (including county):

1214 S. 18th St.
Donna, Hidalgo County, TX 78537

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and a note of even date that is in the principal amount of NINETEEN THOUSAND TWO HUNDRED NINETY-FIVE AND 00/100THS DOLLARS ($19,295.00) and is executed by Grantee, payable to the order of TEXAS STATE BANK. 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 PAUL S. MOXLEY, Trustee.

Property (including any improvements):

Lot Seven (7), PECAN VALLEY ESTATES, UNIT NO. 1, an Addition to the City of Donna, Hidalgo County, Texas, according to map thereof recorded in Volume 30, Page 187, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas, on October 11, 1995, under Clerk's File No. 480023, and amendment thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas on February 21, 1995, under Clerk's File No. 505266, and set out on map recorded in Volume 30, Page 187, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of grantee.
4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
   b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c) to filled-in lands, or artificial islands, or
   d) to statutory water rights, including riparian rights, or
   e) to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2007, and

subsequent year, and subsequent taxes, and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

6. Materials furnished or labor performed in connection with planned construction before signing and delivering the note document described, if the land is part of the homestead of the grantee.
7. Liens and leases that affect the title to the land, but that are subordinate to the lien herein retained for the benefit of TEXAS STATE BANK.
8. Right of parties in possession.
9. Right-of-Way Easement granted by W.C. Connely and wife, to Central Power and Light Company, by instrument dated April 10, 1931, recorded in Volume "M," Page 621, Miscellaneous Deed Records of Hidalgo County, Texas.
10. A ten foot (10') Utility Easement along the South side of subject property as shown on plat recorded in Volume 30, Page 187, Map Records of Hidalgo County, Texas.
11. A five foot (5') Utility Easement along the West side of subject property as shown on plat recorded in Volume 30, Page 187, Map Records of Hidalgo County, Texas.
12. Easements, rights, rules, and regulations in favor of Donna Irrigation District, Hidalgo County No. 1.
13. All visible easements.
14. A twenty-five foot (25') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 30, Page 187, Map Records of Hidalgo County, Texas.
15. A fifteen foot (15') Minimum Setback Line along the West side of said property as shown on plat recorded in Volume 30, Page 187, Map Records of Hidalgo County, Texas.
16. A fifteen foot (15') Minimum Setback Line along the rear of said property as shown on plat recorded in Volume 30, Page 187, Map Records of Hidalgo County, Texas
17. Oil and Gas Lease dated February 2, 1983 from Jerald L. Baker and wife, Adelle Baker to Thomas M. Allen, recorded in Volume 1857, Page 298, Official Records of Hidalgo County, Texas.
18. Maintenance fee as set out in Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on October 11, 1995, under Clerk's File No. 480023 and amendment thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas on February 21, 1995, under Clerk's File No. 505266.
19. No building permitted over any easement as set out on plat recorded in Volume 30, Page 187, Map Records of Hidalgo County Texas.
20. A four inch (4") Required Dirt Berm around each lot as set out on plat recorded in Volume 30, Page 187, Map Records of Hidalgo County, Texas.

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

TEXAS STATE BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of TEXAS STATE BANK and are transferred to TEXAS STATE BANK without recourse against Grantor.

PECAN VALLEY ESTATES JOINT VENTURE

DANIEL A. PEREZ, Joint Venturer

Recorded On-2007-Oct-29 As-1820665

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 18th day of October, 2007, by DANIEL A. PEREZ, Joint Venturer, of **PECAN VALLEY ESTATES JOINT VENTURE**, and on behalf of said joint venture.

LINDA PEREZ
My Commission Expires
August 11, 2011

Notary Public, State of Texas
Notary's name (printed): Linda Perez
Notary's commission expires: 8-11-11

AFTER RECORDING, **RETURN TO:**
CACHEAUX, CAVAZOS, NEWTON, LLP
1300 N. 10TH STREET, SUITE 320
McALLEN, TEXAS 78501

PREPARED IN THE LAW OFFICE OF:
CACHEAUX, CAVAZOS, NEWTON, LLP
1300 N. 10TH STREET, SUITE 320
McALLEN, TEXAS 78501
GF# 3128535/file No.: C127/001

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8281
Aug. 25, 2011

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

P5320-01-000-0007-00

[1] OWNER: PECAN VALLEY EST JOINT VENTU
11550 W IH 10 STE 270

SAN ANTONIO TX 78230-1071
Telephone No. -

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,260 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE B-25

[7] LEGAL DESC./NAME OF SUBDIVISION
PECAN VALLEY ESTATES UT 1 LOT
7

LOCATION: 0

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $187,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACK FRONT:25' REAR:15' SIDE:15' SIDE:15'
MIN. ELEV. ABOVE TOP OF NATURAL 18"

Prepared by — Date 8/25/11

Approved by — Date 8/29/11

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: 0450 D Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Rev. 02-19-10

PLANNING DEPARTMENT
County of Hidalgo

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8401

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:		48239
Date Approved:	/ /	10/12/11

Name: Hipolito Martinez

Address: 1515 Colima st
Donna TX. 78537

Phone: 713-373-6176

Water Supplier: N. A. W. S. C.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: LA Frontera Est. #3 lot # 26 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/01/09);

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

Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruby Hernandez 10-12-11);

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 10-12-11 Ruby Hernandez);

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 1-8401

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: Hipolito Martinez

Address: 410 Sun Set Vista St
Alamo TX. 78516

Phone: 713-373-6176

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

La Frontera States Ph-3 lot #26

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Mtz. Polo
Requesting Party (Signature)

10-7-11
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:

10 | 7 | 11
Date

County Official

DEED OF TRUST

COPY

Date: October 1, 2011

Grantor: Hipolito Martinez
Grantor's Mailing Address (including county):
410 Sunset Vista
Alamo, Texas 78516
Hidalgo County, Texas

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

Beneficiary: Rio Valley Properties, Inc., a Texas Corporation
Beneficiary's Mailing Address:

P.O. Box 936
Donna, Texas 78537

Note:

Date: October 1, 2011
Amount: Twenty-Eight Thousand and 0/100 Dollars ($28,000.00)
Maker: Hipolito Martinez

Payee: Rio Valley Properties, Inc., a Texas Corporation

Property (including any improvements):

Lot(s) 26, La Frontera Estates Phase III, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 1984899.

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 26, 2008, payable to the order of Rio Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1926150. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of La Frontera Estates Phase III, as shown on the plat thereof, recorded in 1984899, Map records of Hidalgo County, Texas; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

Grantor and Beneficiary covenant and agree as follows:

1. Payment. Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

Mtz - Polo
Hipolito Martinez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 18th day of October, 2011, by Hipolito Martinez .

LAURA RIPLOW NOTARY PUBLIC STATE OF TEXAS EXPIRES 9/15/2012

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Rio Valley Properties, Inc.
P.O. Box 936
Donna, Texas 78537

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



Chapter 232 Texas LGC Application

APPLICATION NO: 1-8401
Oct. 7, 2011

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

F7550-03-000-0026-00

[1] OWNER: MARTINEZ , HIPOLITO
1515 COLIMA ST.
DONNA TX 78537
PH (713)
Telephone No. 373-6176

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES. ZONE B

[7] LEGAL DESC./NAME OF SUBDIVISION
LA FRONTERA EST. PH 3

LOCATION: 0 VALVERDE & MOORE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 20' SIDES 7' CORNER 10' FINISH
FLOOR ELEV. 18" ABOVE TOP OF CURB

Prepared by — Date: 10/7/11

Approved by: Jonathan Isidro — Date: 10/10/11

Signature of Owner or Applicant: x Mtz. Palo — Date: x 10-7-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 1

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 1-8340

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:		35699
Date Approved:	/ /	10/12/11

Name: Wilson Lopez Matias

Address: 237 Daisy St
Donna tx 78537

Phone: 956 759 9188

Water Supplier: NA WSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Goolic Heights lot #49 ,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/25/03);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by 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; 10-12-11 Ruby Hernandez (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; 10-12-11 Ruby Hernandez (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
956-318-2844

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

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

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

Precinct (1) 2 3 4

Application No: I-8340

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: William Lopez Matias

Address: 237 Daisy St

Pona Tx 78557

Phone: 956 756 9188

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

Goodie Heights lot #49

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X [signature]
Requesting Party (Signature)

10/11/2011
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

10/11/11
Date

[signature]
County Official

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 1, 2011

Grantor: Wieslawa Daniec, Paul Daniec & Marion Janik
Grantor's Mailing Address (including county):
P.O. Box 720806
McAllen, TX 78504
Hidalgo County

Grantee: William Lopez-Matias
Grantee's Mailing Address (including county):
237 Daisy St.
Donna, TX 78537
Hidalgo County
(956) 756-9188

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 **$34,500.00** 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 # 49, GOOLIE HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 42 PAGES 38 THROUGH 40, 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.
1

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

This conveyance is made subject to the restrictions, reservations and covenants for Goolie Heights Subdivision recorded as Document #1194884 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.

Wieslawa Daniec **Paul Daniec** Marion Janik

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on September 1, 2011 by WIESLAWA DANIEC, PAUL DANIEC, MARION JANIK.

Adriana Rodriguez
Notary Public, State of Texas

ADRIANA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
February 03, 2016

AFTER RECORDING RETURN TO:

Wieslawa Daniec
P.O. Box 720806
McAllen, TX 78504

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8340
Sep. 16, 2011

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

G5970-00-000-0049-00

[1] OWNER: LOPEZ-MATIAS, WILLIAM

237 DAISY ST.
DONNA, TX 78537
Telephone No. 756-9188

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 576 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
GOOLIE HEIGHTS LOT 49

LOCATION: 0 GOOLIE & MINNESOTA RD.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 40' REAR 30' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 9/16/11

Jonathan Isidro
Approved by — Date: 9/7/11

X William Lopez Matias
Signature of Owner or Applicant — Date: X 09/16/2011

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C 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: 18387

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: MAXIMO RODRIGUEZ

Address: 1212 Bobby DR
DONNA TX 78537

Phone: 956-569-0784

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Pub. sewer AMMA
Date Approved:	1 1	10 15 2014

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[✓]Temporary Pole [ ] Permanent Service

regarding the land described as:
KIRYOS Subdivision 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 7/8/11);

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

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

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 JGR);

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

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

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

Precinct 1 2 3 4

Application No: 1-8387

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: MAXIMO Rodriguez

Address: 1212 Bobby DR

DONNA TX 78537

Phone: 956-562-0784

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

Kiros subdivision 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

Requesting Party (Signature)

10-4-11
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:

10/12/11
Date

County Official

Hidalgo County Planning Department
Chapter 232, Texas Local Government Code

Application No.: 1-8387 Date: 9/29 20 11

Location: 83 & MILE 11

Lot No.: 2 Blk No.: 117 Flood Zone: B-20

Subdivision: KYRIOS

Setbacks: Front: 40' Rear: 15' Side: 6' Side: 6' Corner Side —

Owner: MAXIMO RODRIGUEZ Received By: BLANCA RODRIGUEZ

CONTACT PLANNING DEPT. 48 HOURS PRIOR TO POURING OF FOUNDATION FOR SETBACK INSPECTIONS

NOTIFICAR DEPARTMENTO DE PLANACION 48 HRS. ANTES DE VACIAR CEMENTO PARA INSPECCION DE DISTANCIAS REQUERIDAS

APPROVED APPLICATION

Pct. No. 1 (956) 968-4734 • Pct. No. 2 & 4 (956) 318-2840 • Pct. No. 3 (956) 205-7045

Note: This Must be Posted on the Structure not to be Removed Until Improvements are Completed.

WARRANTY DEED WITH VENDOR'S LIEN 1148673

Date: DECEMBER 6, 2002

Grantor: FOY FULCHER, not joined herein by my spouse since this property constitutes no part of legal homestead.

Grantor's Mailing Address:

ROUTE 5, BOX 632
DONNA, TEXAS 78537
HIDALGO COUNTY

Grantee: MAXIMO RODRIGUEZ, not joined herein by my spouse since this property constitutes no part of our legal homestead.

Grantee's Mailing Address:

1212 BOBBY DR.
DONNA, TEXAS 78537
HIDALGO COUNTY

Consideration: Ten and no/100ths and a note of even date that is in the principal amount of $40,000.00 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 THOMAS P. WINGATE, Trustee.

Property (including any improvements):

See exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations From and Exceptions to Conveyance and Warranty:

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; taxes for the current year.

For Grantor and Grantor's successors, a reservation of all 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 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.

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

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

F. O. Fulcher
FOY FULCHER

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on December 6, 2002, by FOY FULCHER.

GRACIE G. GUAJARDO
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-12-2004

Gracie G. Guajardo
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

WINGATE LAW OFFICES
315 NOLANA
McALLEN, TEXAS 78504
*(G:\RODOC\FULCHER.WGT)

AFTER RECORDING RETURN TO:

MAXIMO RODRIGUEZ
1212 BOBBY DR.
DONNA, TEXAS 78537

EXHIBIT "A"

The Southwest Ten (10) acres of Block One Hundred Seventeen (117), LOTT, TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION in Hidalgo County, Texas, being more particularly described as follows:

BEGINNING at the Southwest Corner of Block 117;

THENCE East 660 feet along the South Boundary Line of said Tract;

THENCE North 660 feet parallel with the West Line of said Block;

THENCE West 660 feet to the West Boundary Line of said Tract;

THENCE South 660 feet along the West Boundary Line of said Tract of land to the Point of Beginning, containing 10 acres of land, more or less.

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

On: Dec 13,2002 at 03:46P

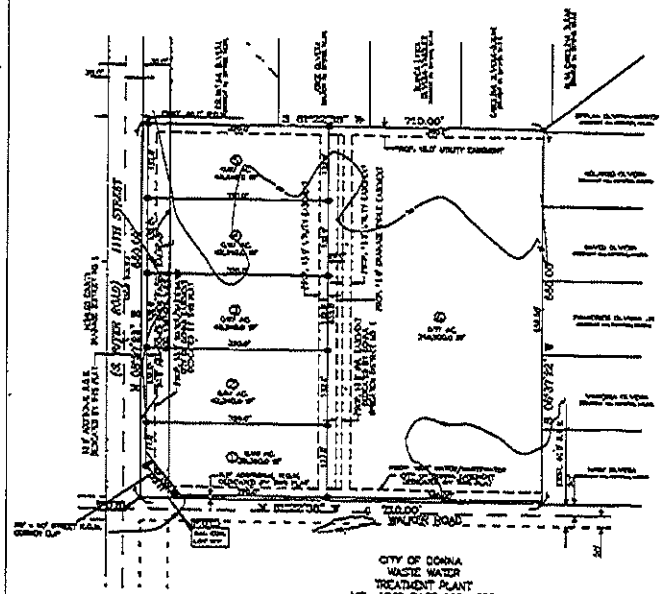
As a Recording

Document Number: 1148673
Total Fees : 18.00

Receipt Number - 464455
By
Flo Chavez, Deputy

KYRIOS SUBDIVISION

A 10.75 ACRE TRACT OF LAND OUT OF BLOCK 117, LOTT TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 0, PAGE 37, MAP RECORDS, HIDALGO COUNTY, TEXAS.



HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.0010(a)

WE THE UNDERSIGNED, CERTIFY THAT THE PLAT OF KYRIOS SUBDIVISION
WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT
ON

7-22-11
DATE

ATTEST: [illegible] 7/22/11
HIDALGO COUNTY JUDGE DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, [illegible], COUNTY CLERK OF HIDALGO COUNTY, TEXAS, CERTIFY THAT THE PLAT BEARING THIS
CERTIFICATE WAS FILED FOR RECORD AT 10:16 O'CLOCK AM ON THE 26th DAY OF July A.D. 2011
AND DULY RECORDED ON THE 26th DAY OF July A.D. 2011 IN THE MAP RECORDS OF
HIDALGO COUNTY, TEXAS, IN INSTRUMENT NUMBER 1225530

[illegible] Deputy Clerk

REVISION CHART

NO.	DATE	DONE BY	CHECKED BY	REMARKS
1	MAY 10TH, 2011	VICTOR H. GARCIA	VICTOR H. GARCIA	RECONFIGURED PLANS AFTER PURCHASE OF 5th PARCEL
2	NOVEMBER 2010	VICTOR H. GARCIA	VICTOR H. GARCIA	CORRECTED PLAT NOTES
3	JANUARY 2010	VICTOR H. GARCIA	VICTOR H. GARCIA	CONFIGURED NEW PLAT NOTES AS DATED
4	JANUARY 2011	VICTOR H. GARCIA	VICTOR H. GARCIA	CORRECTIONS MADE AS PER REVIEW
5	MARCH 2011	VICTOR H. GARCIA	VICTOR H. GARCIA	CORRECTIONS MADE AS PER REVIEW

GENERAL NOTES

1. BEARINGS ARE FOLLOWS:
   - N/S = 0°
   - FRONT = HALF OR EASEMENT, WHICHEVER IS GREATER
   - REAR = HALF OR EASEMENT, WHICHEVER IS GREATER
   - SIDE = HALF OR EASEMENT, WHICHEVER IS GREATER
   - SIDE CORNER = HALF OR EASEMENT, WHICHEVER IS GREATER
   - LOT SIZE IS ±
   - FRONT = HALF OR EASEMENT, WHICHEVER IS GREATER
   - REAR = HALF OR EASEMENT, WHICHEVER IS GREATER
   - SIDE = HALF OR EASEMENT, WHICHEVER IS GREATER
2. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CROWN LINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER, AN ELEVATION CERTIFICATE IS REQUIRED FOR LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CERTIFICATE OF OCCUPANCY. A FINISHED FLOOR ELEVATION CERTIFICATE OR ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME OF BUILDING PERMIT APPLICATION.
3. FLOOD ZONE X = AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND AREAS OF 500-YEAR FLOOD; OR AREAS WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. CONSERVATION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN AS DESIGNATED UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. 4001 ET SEQ.) AS AMENDED AND "ZONE(S) A (EL)" (ZONE(S) A (EL) INCLUDES ZONE(S) A (EL) WITH BASE FLOOD ELEVATIONS DETERMINED), ZONE(S) AH, ZONE(S) AO, ZONE(S) A99 EFFECTIVE DATED NOVEMBER 16, 1982.
4. NO STRUCTURE SHALL BE PERMITTED ONCE ANY EASEMENT, EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION, TREES, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT SOD, LESS THAN 18 INCHES NATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
5. DRAINAGE NOTE:
   - A. FINISHED FLOOR ELEVATION SHALL BE 12.0'+/- ABOVE BENCH MARK (DONNA CITY DATUM) AT THE INTERSECTION OF 11 TH STREET AND WALKER ROAD, ELEVATION 69.49'
   - B. NO WORK THAN ONE-FAMILY RESIDENCE DWELLING SHALL BE LOCATED ON EACH LOT, (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT
6. DRAINAGE
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 2 REGULATIONS, THIS DEVELOPMENT SHALL BE REQUIRED TO DETAIN A TOTAL OF 17.2 AC. (USING C=0.90) ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE MUST BE DESIGNED IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: RETENTION WILL BE ACCOMPLISHED BY DETAIN AREAS. RUNOFF WILL BE CONVEYED INTO A TEMPORARY DETENTION AREA ON THE EAST SIDE OF THIS SUBDIVISION.
7. DRAINAGE SWALE EASEMENTS.
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
8. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
9. EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, AND ELECTRICITY SHALL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL HAVE A MINIMUM WIDTH OF 15.00 FEET OR AS PER THE HIDALGO COUNTY LEGAL SUBDIVISION RULES, BY SIGNING THIS PLAT THE DEVELOPER AND THE ENGINEER CERTIFY THAT ALL UTILITY EASEMENTS SHOWN COMPLY WITH THE MIN. REQUIRED BY EACH UTILITY COMPANIES ACCEPTING AN EASEMENT.
11. AN OFF-STREET PARKED LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, RESIDENTIAL AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. A WAIVER OF LOT/S SUBDIVISIONS SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND GRID PLAN ARE APPROVED.
12. CLEARANCE FOR WATER SERVICE
    PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY RESIDENTIAL, COMMERCIAL, INDUSTRIAL, OR OTHER USE WITHIN THE LOCAL JURISDICTION, THE SUBDIVIDER/DEVELOPER SHALL OBTAIN FROM THE CITY OF DONNA, TEXAS, A LETTER OF CLEARANCE FOR WATER SERVICE. PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER, A SEWER TAP INSPECTION SHALL BE PERFORMED DURING THE CONSTRUCTION PHASE OF THE DEVELOPMENT. THE DEVELOPER SHALL BE REQUIRED TO OBTAIN THE CERTIFICATE OF OCCUPANCY FROM THE CITY OF DONNA, TEXAS PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
13. NO FENCING OR STRUCTURES PERMITTED OVER ALLEYS, UTILITY EASEMENTS OR LOT LINES
14. ALL UTILITY EASEMENTS, ALLEY AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS.
15. IF THE PURCHASER(S) OF A LOT RESERVES A LARGER METER, THEN THE LOT WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE LARGER METER BE PAID TO CORRECT DEPARTMENT BY THE OWNER PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS ORDINANCE.
16. ALL LOTS IN CERCOL SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN CERCOL SUBDIVISION TO THE AREA DESIGNED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF CERCOL SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS, HEREBY GRANT TO THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE OF HIDALGO COUNTY, TEXAS, THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER TWO OF HIDALGO COUNTY, TEXAS, AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICTS") THE RIGHT TO REGRADE ALL IMPROVEMENT CODES, AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION OF THE DRAINAGE DISTRICT ARE ALSO PROVIDED ON THE SUBDIVISION PLAT AND NO LONGER ACCEPTABLE FOR MAINTENANCE BY THE CITY OF DONNA, TEXAS, DRAINAGE DISTRICTS, COUNTY, OR ANY OTHER PUBLIC AGENCY. THE RESPONSIBILITY FOR THE CONSTRUCTION, RECONSTRUCTION AND MAINTENANCE OF A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS EQUALLY UNDERSTOOD AND ACTUALLY KNOWN BY ALL THE LOTS IN CERCOL SUBDIVISION, ITS COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY TO REGULATE THE DRAINAGE EASEMENT PURSUANT TO THE DRAINAGE DISTRICT'S RULES AND REGULATIONS AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY TO REGULATE THE DRAINAGE EASEMENT PURSUANT TO THIS PLAT NOTE, BY AN AMENDMENT OF NOTES RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, [illegible], AS OWNER OF THE 10.75 ACRE TRACT OF LAND DESCRIBED WITHIN THE PROPOSED KYRIOS SUBDIVISION, HEREBY SUBMIT THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DESIGNATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 232 AND THAT

(A) THE HIGHWAY QUALITY AND CONNECTIONS TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) WATER CONNECTIONS TO THE LOT DO NOT POSE TOXIC RISK, OR WILL MEET, THE MINIMUM CONNECTIONS OF THE STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ARRIVED IN THIS PLAT ARE TRUE AND CORRECT.

[illegible] 6/13/11
OWNER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED [illegible] KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED UNDER MY HAND AND SEAL OF OFFICE, THIS THE [illegible] DAY OF [illegible] 2011.

[illegible]
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 9/21/2013

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

HIDALGO COUNTY DRAINAGE DISTRICT NO.2

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION GENERALLY CONFORM TO THE DRAINAGE PLANS OF THE DISTRICT'S PROTECTION LATERAL NO. [illegible] THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE INDIVIDUAL LOT GRADING PLANS FOR THE LOTS IN THIS SUBDIVISION CONFORM TO THE DRAINAGE PLANS. THE DISTRICT RECOMMENDS THAT FINISHED FLOOR ELEVATIONS BE ESTABLISHED BY THE OWNER OF THE SUBDIVISION AND ITS ENGINEER TO MEET THE REQUIREMENTS OF THE DEVELOPMENT

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: 1-8380

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: Victor Ibarra

Address: ~~P.O Box 102~~ 8407 Canuck St
~~DONNA TX~~ Mercedes TX
~~78557~~ 78570

Phone: (956)373-4887
11 376-1249

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: Canuck Village lot #24,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 9/29/09);

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

N/A 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 Peña);

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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956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: I-8380

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: Victor Ibarra

Address: 8407 Canuck St

Mercedes Tx, 78570

Phone: (956)376-1249

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

Canuck Village Lot #24

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 10/03/11

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:

10/4/11
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: August 5, 2011

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

P.O. Box 720821
McAllen TX 78504
Hidalgo County

Grantee: Victor Ibarra and Jessica Ibarra
Grantee's Mailing Address (including county):
7408 Canuck St.
Mercedes, TX 78570
Hidalgo County
(956) 376-1249

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 $22,500.00 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 24, CANUCK VILLAGE SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED DOCUMENT # 2040759 IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations From and Exceptions to Conveyance and Warranty:
SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO liens in favor of McAllen National Bank as recorded in Deeds of Trust dated December 8, 2006 and recorded as documents # 1695607 in the official records of Hidalgo County, Texas.
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.
For Grantor and Grantor's successors, a reservation of an undivided interest in the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.
This conveyance is made subject to the restrictions, reservations and covenants for Canuck Village Subdivision, recorded as Document # 2043564 Official Records of Hidalgo County, Texas.

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

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

Paul Daniec

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

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on August 5, 2011 by PAUL DANIEC, President of Daniec Land & Cattle Co. , INC.

Noelia R. Castillo

Notary Public, State of Texas

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

AFTER RECORDING RETURN TO:

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

CK 16

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8380
Aug. 29, 2011

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

C1297-00-000-0024-00

[1] OWNER: IBARRA, VICTOR & JESSICA

P.O. BOX 62
DONNA, TX. 78537
Telephone No. 373-4887

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: MOBILE HOME ZONE AE

[7] LEGAL DESC./NAME OF SUBDIVISION
CANUCK VILLAGE LOT 24
AE-44

LOCATION: 0 MILE 2 & MILE 12

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG .
FRONT 25' REAR 40' SIDE 6' NORTHSIDE 17.7'
60.00 ELEV.

Prepared by _____ 9-28-11 Date

Approved by _____ 9-13-11 Date

Signature of Owner or Applicant _____ 09/28/11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0145 OC 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: 1-8403

10-07-11

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: Maria E. Pinale

Address: P.O Box 1595
Weslaco, TX

Phone: (956) 365-3159

	Approved by Environmental Health:	Temporary Service	Final Service
		—	
		Authorized Signature	Authorized Signature
Inspection/Permit No:		—	45257
Date Approved:		1 1	10/12/11

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Eagles West Estates Unit III Lot 10 Block 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 08-30-07);

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

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 Dulce Moreno 10-14-11);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Robert Hernandez 10-12-11);

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

_____ _____ _____

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

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 1-8403

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

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

PARTY MAKING REQUEST:

Name: Maria C. Pinda

Address: P.O Box 1595

Weslaco, TX-78596

Phone: (956) 365-5159

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

Eagles Nest Est. UT 3 Lot #10 Block #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

Requesting Party (Signature) — Date: 10/7/11

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

10/12/2011
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8403
Oct. 7, 2011

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

E0155-03-010-0010-00

[1] OWNER: PINEDA MARIA E.

P.O BOX 1593
WESLACO TX 78596
Telephone No. 650-6843

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,600 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-25

[7] LEGAL DESC./NAME OF SUBDIVISION
EAGLES NEST EST. UNIT 3
LOT 10 BLK 10

LOCATION: 0 MILE 6 1/2 & MILE 9

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $35,000

[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:25' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP CURB 18"

Prepared by _____ Date 10/7/11

Approved by JONATHAN OLIVARO Date 10/5/11

Signature of Owner or Applicant _____ Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 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.

2236883

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: SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Conforms to State Bar of Texas Form

Date: August 22, 2011

Grantor: **TONY BARBOSA and wife, LIDIA BARBOSA**

Grantor's Mailing Address: **P. O. Box 677**
Helotes, Texas 78023
Bexar County

Grantee: **MARIA EZABELL PINEDA, a single woman**

Grantee's Mailing Address: **P. O. Box 1593**
Weslaco, Texas 78596
Hidalgo, County

Consideration: TEN AND NO/100THS DOLLARS ($10.00) - and other good and valuable consideration

Property (including any improvements):

Lot Ten (10), Block Ten (10), Eagle's Nest Estates Subdivision, Unit III, Farm Tract 213 of the West and Adams Tract Subdivision, recorded in Volume 53, Pages 170-171 of the Map Records in the Office of the County Clerk, Hidalgo County, Texas, reference is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. **Restrictive Covenants dated September 5, 2007, filed September 12, 2007 under Document Number 1805075, Official Records and Volume 53, pages 170-171, Map Records and Volume 53, Pages 170-171, Map Record Hidalgo County, Texas.**
2. **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;
3. **SUBJECT TO** all mineral reservations, oil and gas leases, water rights, easements and building restrictions and conditions, if any, of record;
4. **SUBJECT TO** the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property;
5. **Visible and apparent easements on or across the property herein described.**

6. **Taxes for the current year and all subsequent years and any and all other assessments made based on change in land usage.**

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 to 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.

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

Tony Barbosa

TONY BARBOSA

Lidia Barbosa

LIDIA BARBOSA

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 24th day of August, 2011, by TONY BARBOSA and wife, LIDIA BARBOSA.

RUTH GARZA-MIRES
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/26/2014

Notary Public, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

MIGUEL D. WISE, P.C.
3516 East Expressway 83, Suite A
Weslaco, Texas 78596

File: 10.252

PREPARED IN THE LAW OFFICE OF:

MIGUEL D. WISE, P.C.

	PCT 2&4 PLANNING– CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Jesus Gonzalez	4-10944
2.	Ramon M. Barbosa	4-11015
3.	Alfonso Quinones Jr.	4-11027
4.	Inosenscio Vega	4-11019
5.	Amelia Rangel C/O Pronto Development	4-11043
	COMM. COURT: October 18, 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: 4-10944

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:		48756
	Date Approved:	/ /	/ /

Name: Jesus Gonzalez

Address: ~~3707 Jesenia St San Juan, TX 78589~~ 5834 N Doolittle Edinburg, TX 78542

Phone: 292 4243

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:

EVERGREEN VALLEY EST #2 Lot# 260

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 03-15-05);

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

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;

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 10-7-11);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by 10-7-11);

(verified by Murray Clark);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: 4-10944

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 R Gonzalez

Address: 5834 N. Doolittle
Edinburg, TX 78542

Phone: 292-4243

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

Evergreen Valley Est. #2 Lot #200

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jesus R. Gonzalez — Requesting Party (Signature)
10/11/2011 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

10/11/2011 — **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.

A true copy of the original
I certify this 11 day
of July 2011
Signature

Warranty Deed with Vendor's Lien

Date: July 6, 2011

Grantor: JUAN C. GONZALEZ and MARIBEL GONZALEZ, husband and wife

Grantor's Mailing Address:

JUAN C. GONZALEZ and MARIBEL GONZALEZ
22514 Uresti St.
Edinburg, Texas 78542-1123
Hidalgo County

Grantee: JESUS R. GONZALEZ and ERIKA GUZMAN, husband and wife

Grantee's Mailing Address:

JESUS R. GONZALEZ and ERIKA GUZMAN
5836 N. Doolittle Rd.
Edinburg, Texas 78542
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of ELSA STATE BANK & TRUST CO. in the principal amount of FORTY THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($40,300.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of ELSA STATE BANK & TRUST CO. and by a first-lien deed of trust of even date from Grantee to CESAR GONZALEZ, trustee.

Property (including any improvements):

All of Lot 260, EVERGREEN VALLEY ESTATES PHASE II, Hidalgo County, Texas, according to the map recorded in Volume 47, Pages 85-97, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

Reservations from Conveyance:

None

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

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

ELSA STATE BANK & TRUST CO., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of ELSA STATE BANK & TRUST CO. and are transferred to ELSA STATE BANK & TRUST CO. without recourse against Grantor.

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

Juan C. Gonzalez
JUAN C. GONZALEZ

Maribel Gonzalez
MARIBEL GONZALEZ

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on July 6, 2011, by JUAN C. GONZALEZ and MARIBEL GONZALEZ.

RACHEL TORRES
Notary Public, State of Texas
My Commission Expires
April 30, 2013

Rachel Torres
Notary Public, State of Texas

PREPARED IN THE OFFICE OF &
AFTER RECORDING RETURN TO:
Anita G. Lozano
Jones, Galligan, Key & Lozano LLP
2300 West Pike Boulevard, Suite 300
Post Office Drawer 1247
Weslaco, Texas 78599-1247
Tel: (956) 968-5402
Fax: (956) 968-6089

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10944
Aug. 30, 2011

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

E8250-02-000-0260-00

[1] OWNER: GONZALEZ, ~~JUAN~~ Jesus C. & MARIBEL

3707 JESENIA ST.
SAN JUAN, TX. 78589

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,697 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #2
LOT 260
6-21-06NA/F FOR AGI. USE

LOCATION: 0 MILE 20 & VALVERDE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $115,000

[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 35' FINISH FLOOR OF ELEV.
18" CENTERLINE OF STREET.

Alan U. Carrillo — Prepared by — 8-30-11 — Date

Edgar Osicka — Approved by — 8-30-11 — Date

Signature of Owner or Applicant — 8/30/11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0325 H 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
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Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-11015

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: Ramon M Barbosa

Address: 6325 Earth Drive
Edinburg TX 78542

Phone: 956 329 9474

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	9/30/11

Water Supplier: EV. CITY OF EDINBURG N.AW.

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

Account/ESI No.: 10032789209 16219

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
CAESAR'S RANCHES SUBDIVISION 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 07-14-09);
- YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maricela Clerk);
- 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 9-30-11);
- 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 9-30-11);
- YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maricela Clerk);

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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956-968-4734
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: 4-1015

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: ~~6325 Earth~~ Ramon M Barbos

Address: 6325 Earth Draive

Edinburg TX 785742

Phone: 956 379 9474

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

CABR'S 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

x Ramon m Barbosa — Requesting Party (Signature)

10/3/11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

10/11/2011
Date

County Official

RE: Lot 10, Caesar's Ranches Subdivision, Hidalgo County, Texas, Doc No. 2017172 , Official Rec Hid Cty TX

NOTICE OF CONFIDENTIALITY RIGHTS

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

Special Warranty Deed with Vendor's Lien

1. Date: April 24, 2010

2. Grantor: Garco, Ltd., A Texas Limited Partnership

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

4. Grantee: RAMON N. BARBOSA-RIOS AND ENRIQUE VALLEJO-IBARRA

5. Grantee's Mailing Address: 2504 Buena Vida St., Mission, Hidalgo County, Texas 78572

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), CAESAR'S RANCHES SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 2017172, Official 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 2010 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. **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.

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

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

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

J. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

K. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

L. Grantor represents that this deed of trust and the note are given for the following purposes: Purpose of Debt: The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this Deed of Trust and by a Vendor's Lien on the Property, which is expressly retained in a Deed to Grantor even date. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this Deed of Trust.

17. Due on Sale Clause: Any sale or conveyance or transfer is made of all or any portion of the property without prior written consent of beneficiary, then beneficiary may, at its election, accelerate the maturity of the note and demand full payment of the balance of all principal and interest remaining due thereon.

18. Escrows for Taxes : Grantor agrees to make an initial deposit in a reasonable amount to be determined by Beneficiary and then monthly payments to a fund for taxes on the property. Monthly payment will be made the payment dates specified in the note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes. The fund will accrue no interest and Beneficiary will hold it without bond in escrow and use it to pay the taxes. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before the end of the calendar year. Grantor agrees to make additional deposits on demand if the funds is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. Before Grantor makes the final payment on the note, Beneficiary will credit to that payment the whole amount then in the fund, or at Beneficiary's option, refund it after the note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, under Paragraph 3, "Trustee's Duties". If the property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the note.

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

20. Signatures of Grantors:

Ramon M. Barbosa
RAMON M. BARBOSA-RIOS

Enrique Vallejo
ENRIQUE VALLEJO-IBARRA

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 24th day of April, 2010, by RAMON N. BARBOSA-RIOS AND ENRIQUE VALLEJO-IBARRA .

(SEAL)

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

Yolanda Flores
Notary Public, State of Texas
My commission Expires: 7-31-2012

After Recording Return To: Garco, Ltd 3910 W. Freddy Gonzalez Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11015
Sep. 30, 2011

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

C2547-00-000-0010-00

[1] OWNER: BARBOSA-RIOS, RAMON N.

6325 EARTH DRIVE
EDINBURG, TX. 78542
Telephone No. 379-9474

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
05- RESIDENTIAL MOVE-IN/RELO. BUILD
[5] SIZE OF STRUCTURE: 700 Sq. Ft.

[6] USE OF BUILDING: PRE. FAB. HOUSE

[7] LEGAL DESC./NAME OF SUBDIVISION
CAESAR'S RANCHES LOT 10

LOCATION: 0 DOOLITTLE & RAMSEYER

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:37' SIDE:7' SIDE:7'
18" ABOVE THE STREET. FLOODZONE:X

Prepared by — Date: 9/30/11

Approved by: Rudy Rios — Date: 9/26/11

Signature of Owner or Applicant: Brenda Barbosa — Date: 9/30/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____YES ____NO ____BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 4-11022
X-25

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Alfonso Quiñones Jr

Address: 3106 Daytona Ave
McAllen, TX.
78503

Phone: 445-3001

Water Supplier: North Alamo water

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Evergreen Valley Est. #3 Lot 85

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 04-14-97);

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

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 Ruby Hernandez);

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

H. 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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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: 4-11022

X 25

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

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

PARTY MAKING REQUEST:

Name: Alfonso Quiñones

Address: 3106 Daytona Ave
McAllen, TX. 78503

Phone: 445-3001

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Evergreen Valley Est. # 3-6-3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Alfonso Quiñones — Requesting Party (Signature)

10-3-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

10-05-11 — **Date**

Ilon 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: August 24, 2011

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78542

Grantee: Alfonso Quinones Jr.
Grantee's Phone Number: (956) 445-3001
Grantee's Mailing Address (including county):
3106 Daytona Ave.
McAllen, Texas 78503
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-One Thousand Three Hundred Fifty and no/100's ($31,450.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 3, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703891. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703892. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and

14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same there from. If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

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

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

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 8/24/2011, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

CYNTHIA LEE MARTINEZ
MY COMMISSION EXPIRES
June 3, 2014

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78542

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11022
Oct. 3, 2011

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

E8250-03-000-0003-00

[1] OWNER: QUINONEES, ALFONSO JR.

3106 DAYTONA AVE.
MCALLEN, TX. 78503
Telephone No. 445-3001

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3 LOT 3

LOCATION: 0 MILE 20 & VALVERDE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $7,000

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY, STATE, CITY FEMA
REGULATIONS 18" ABOVE TOP OF CURVE.
FRONT 60' SIDE'S 6' REAR 35'

Alan U. Quintero — Prepared by — 10-3-11 — Date

Billy Ricco — Approved by — 9-26-11 — Date

Alfonso Quinonez Jr. — Signature of Owner or Applicant — 10-5-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 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: 4-11019

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	01/22/10

Upon the application of:

Name: Inosendo Vega

Address: 8520 N Doolittle Rd Edinburg Tx 78542

Phone: 956 207 3070

Water Supplier: N.A.W.S.C

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: N/A 10032789490807886 Terrace

[✓]Temporary Pole [ ] Permanent Service

regarding the land described as: Hillcrest 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 01-30-96);

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 Cerda);

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

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 Maria Cerda);

_____
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
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956-318-2844

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956-968-4734
956-973-7850

Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-11019

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: Inocendo Vega

Address: 8520 N Doolittle Rd
Edinburg TX 78542

Phone: 207-3070

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

Hillcrest Terrace 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

Inocendo Vega
Requesting Party (Signature)

10/11/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ___/___ Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ___/___ Other (describe) Plat

This part to be filled out by receiving county official:

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

10/11/2011
Date

County Official

Charge to: VLTC
XOsm
06-129 GF# 100879

WARRANTY DEED

1628480

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

Date: May 30, 2006

Grantor: RUBEN BORREGO and wife, ROSALINA BORREGO

Grantor's Mailing Address (including county): 1152 W. Stensbo
Alamo, Hidalgo County, Texas 78516

Grantee: INOSENCIO VEGA and wife, DORA ELIA VEGA

Grantee's Mailing Address (including county): R R 15, Box 1790
Edinburg, Hidalgo County, Texas 78541

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration;

Property (including any improvements): All of Lot 37, HILLCREST TERRACE, Hidalgo County, Texas, according to the map recorded in Volume 23, Page 196, 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:

1. **The restrictive covenants dated October 1, 1986, recorded in Volume 2367, Page 366, Official Records and Volume 23, Page 196, Map Records of Hidalgo county, Texas, bit omitting any covenants or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.**
2. **Blanket easements, rules, regulations and rights in favor of Santa Cruz Irrigation District No. 15.**
3. **Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Hillcrest Terrace, recorded in Volume 23, Page 196, Map Records of Hidalgo County, Texas.**
4. **Pipeline easement in favor of Socony Mobil Oil Company as shown by instrument dated June 30, 1960, recorded in Volume 986, Page 397, Deed Records of Hidalgo County, Texas.**
5. **Waterline easement in favor of North Alamo Water Supply Corporation as shown by instrument dated March 20, 1973, recorded in Volume 1411, Page 413, Deed Records of Hidalgo county, Texas.**
6. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Santa Cruz Farms Company to Magnolia Petroleum Company, dated March 15, 1944, recorded in Volume 54, Page 93, Oil and Gas Records of Hidalgo County, Texas.**
7. **Pipeline easement in favor of Carthage Hydrocol, Inc. as shown by instrument dated January 21, 1949, recorded in Volume 656, Page 162, Deed Records of Hidalgo County, Texas.**
8. **All water rights reserved as shown by instrument dated November 6, 1984, recorded in Volume 2075, Page 243, Official Records of Hidalgo County, Texas.**
9. **All oil, gas and other minerals have been heretofore reserved by prior grantors as set forth in Deed dated April 15, 1947, recorded in Volume 619, Page 92, Deed Records; dated April 9, 1984, recorded in Volume 2008, Page 882, and dated November 6, 1984, recorded in Volume 2075, Page 243, Official Records of Hidalgo County, Texas.**
10. **Rights of parties in possession.**
11. **Visible and apparent easements on or across the property herein described.**

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

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

RUBEN BORREGO

ROSALINA BORREGO

(Acknowledgment)

STATE OF TEXAS *

COUNTY OF Hidalgo *

This instrument was acknowledged before me on the 30th day of May, 2006 by RUBEN BORREGO and wife, ROSALINA BORREGO.

SANDRA MARTINEZ
Notary Public, State of Texas
My Commission Expires
10-06-2009

Notary Public, State of Texas
Notary's name (printed) _____

Notary's commission expires:

AFTER RECORDING RETURN TO :
XAVIER ORNELAS
P. O. BOX 876
Edinburg, Texas 78539

PREPARED IN THE LAW OFFICE OF:
XAVIER ORNELAS
P.O. Box 876
Edinburg, Texas 78540-0876

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11019
Sep. 30, 2011

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

H3570-00-000-0037-00

[1] OWNER: VEGA INOSENCIO
VEGA ELIA DORA
8520 N DOOLITTLE
EDINBURG TX 78542
Telephone No. 207-7867

[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-X

[7] LEGAL DESC./NAME OF SUBDIVISION
HILLCREST TERRACE LOT 37

LOCATION: 0 2812 & DOOLITTLE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ☑ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY, STATE, CITY FEMA REGULATIONS 18" ABOVE TOP OF CURB. TRAILER HAS TO BE PLACED EXACTLY LIKE SITEPLAN

Raul. Castillo — Prepared by — 9-30-11 Date

Rudy Rios — Approved by — 9-30-11 Date

Signature of Owner or Applicant — 9-30-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Certification of Elevation Required: ____YES ☑ NO ____BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11043

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: C/O: Pronto Development

Name: Amelia Rangel

Address: 8619 Quieted St.
Edinburg Tx 78540

Phone: (956) 607-8371

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

Water Supplier: North Alamo Water

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

Account/ESI No.: 10032789443785066

[X]Temporary Pole [ ] Permanent Service

regarding the land described as:
La Quieted Subdivision, Lot 15,

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 05-14-04);

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

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; 10-11-11 (verified by Ruben Hernandez);

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; 10-11-11 (verified by Ruben Hernandez);

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

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: 4-11043

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: ~~[illegible]~~ Amelia Rangel C/O - Pronto Development

Address: 8619 Quieted St.
Edinburg Tx 78540

Phone: 956-607-8371

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

Lot 15, La quieted subdivision: 8619 Quieted st.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

C/O Pronto Development.

X [signature] 10-11-11
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:

10/11/2011 [signature]
Date **County Official**

Charge San Jacinto Title Services

SJTC/ MM GF # 21059

2245449

COPY

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

Warranty Deed with Vendor's Lien

Date: SEPTEMBER 22, 2011

Grantor: PRONTO TRUCKING, LLC

Grantor's Mailing Address: P.O. Box 2665
Edinburg, TX 78542

Grantee: AMELIA RANGEL DE OLVERA

Grantee's Mailing Address: 8619 QUIETUD
EDINBURG, TEXAS 78539
HIDALGO COUNTY

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of UNITED STATES DEPARTMENT OF AGRICULTURE in the principal amount of NINETY EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($98,700.00) of which TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) is being advanced for the purchase of the herein described property. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of UNITED STATES DEPARTMENT OF AGRICULTURE and by a first-lien deed of trust of even date from Grantee to FRANCISCO VALENTIN, JR., Trustee.

Property (including any improvements):

Lot Fifteen (15), LA QUIETUD SUBDIVISION, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 45, Pages 41-43, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Document No. 1507091 and Document No. 1515689, Official Records and Volume 45, Pages 41-43, Map Records of Hidalgo County, Texas.

b. Standby fees, taxes and assessments by any taxing authority for the year 2011, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

c. Statutory rights, rules, regulations, easements and liens in favor of Santa Cruz Irrigation District No. 15, pursuant to applicable sections of the Texas Water Code.

d. Fifteen foot (15') utility easement across the rear as shown according to the map or plat thereof recorded in Volume 45, Pages 41-43, Map Records of Hidalgo County, Texas.

e. Fifteen foot (15') swale easement across the rear as shown according to the map or plat thereof recorded in Volume 45, Pages 41-43, Map Records of Hidalgo County, Texas.

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.

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

UNITED STATES DEPARTMENT OF AGRICULTURE , at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of UNITED STATES DEPARTMENT OF AGRICULTURE and are transferred to UNITED STATES DEPARTMENT OF AGRICULTURE without recourse against Grantor.

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

PRONTO TRUCKING, LLC

BY: _____

ITS: President

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 23 day of September, 2011, by Horacio Vargas, President of PRONTO TRUCKING, LLC, a Texas limited liability company on behalf of said company.

MELISSA ANNETTE MARTINEZ
Notary Public, State of Texas
My Commission Expires
07/05/2014

_____
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE OFFICE OF:
SLUSHER & ASSOCIATES, PLLC
4900 NORTH TENTH, SUITE F-3
McALLEN, TEXAS 78504
GF#11112421659

AFTER RECORDING RETURN TO:

AMELIA RANGEL DE OLVERA
8619 QUIETUD
EDINBURG, TEXAS 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11043
Oct. 11, 2011

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

L1780-00-000-0015-00

[1] OWNER: DE OLVERA, AMELIA RANGEL

623 NOEMI CT.
EDINBURG,TX. 78540
Telephone No. 562-3313

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,859 Sq. Ft.

[6] USE OF BUILDING: NEW RES. CONST.

[7] LEGAL DESC./NAME OF SUBDIVISION
LA QUIETUD LOT 15

LOCATION: 0 2812 & DOOLITTLE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $72,300

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:30' SIDE:6' SIDE:6'
18" ABOVE TOP OF CURB. FLOODZONE:X

Prepared by — Date: 10/11/11

Ruby Rios — Approved by — Date: 10-5-11

Signature of Owner or Applicant — Date: 10/11/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Certification of Elevation
Required: _____YES _____NO _____BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JUANITA SANCHEZ	3-11752
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: October 18, 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: 3-11752
10/4/11

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	[signature] Authorized Signature
Inspection/Permit No:	_____	Sewer
Date Approved:	/ /	/ /

Name: Juanita Sanchez

Address: 23-12 Hilda St
Mission TX 78574

Phone: (956) 209-53-69

Water Supplier: Sharyland

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

Account/ESI No.: 10032789 4-5960 75547

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Hilda #2 Lot 40

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 6/26/80);

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

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

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

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

Sandra Cantu 10/4/11
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 311752
10/4/11

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

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

PARTY MAKING REQUEST:

Name: Juanita Sanchez.

Address: 2312 Hilda St
Mission Tx 78574

Phone: (956) 209- 53-69

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

Hilda #2 Lot 40

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X _____
Requesting Party (Signature)

10-04-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

10/04/11
Date

Sandra Cantu
County Official

Recorded On-2011-Sep-08 As-2239686

2239686

SPECIAL 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 FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Date: September 7, 2011

Grantor: Sharon Waite, d/b/a Ojo de Agua Properties

Grantor's Mailing Address:
8301 West Business 83, Mission, Texas 78572
Hidalgo County

Grantee: Juanita Sanchez

Grantee's Phone Number: (956) 209-5369

Grantee's Mailing Address (including county):
8127 Tornillo St.
Mission, Texas 78574
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-One Thousand Dollars and No Cents ($21,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to **David Crook**, Trustee.

Property (including any improvements):

Lot 40, Hilda 2 Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in volume 21, page 107, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property.
   Rights of adjoining owners in any walls and fences situated on a common boundary;
5. Any discrepancies, conflicts, or shortages an area or boundary lines;
6. Any encroachments or overlapping of improvements;
7. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;

Recorded On-2011-Sep-08 As-2239686

Sharon Waite

Sharon Waite
d/b/a Ojo de Agua Properties

Acknowledgement)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 7th day of September, 2011 by **Sharon Waite, d/b/a Ojo de Agua Properties.**

ALBERTO ALEJANDRO OUTON
Notary Public, State of Texas
My Commission Expires
February 14, 2014

ALBERTO ALEJANDRO OUTON
Notary Public, State of Texas
My Commission Expires
February 14, 2014

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Sharon Waite d/b/a Ojo de Agua Properties
8301 West Business 83, Mission, Texas 78572

Chapter 232 Texas LGC Application

APPLICATION NO:
3-11752
Oct. 4, 2011

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

H3450-02-000-0040-00

[1] OWNER: SANCHEZ, JUANITA
2312 HILDA ST

MISSION, TX 78572
Telephone No. 209-5369

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

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

[6] USE OF BUILDING: RES MH ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
HILDA #2 LOT 40
C-20

LOCATION: 0 SCHUERBACH & 2 1/2 ML

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

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

Sandra Cantu — Prepared by — 10/4/11 — Date

H. Garza — Approved by — 10/4/11 — Date

Signature of Owner or Applicant — 10-04-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0400C Pct: 3
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

AI-29092 **5. A.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

1. City of Donna:
La Victoria Phase I Subd. the proposed 8" PVC SDR-35 sanitary sewer line will be installed 5.0' East of the new West R.O.W. line of Victoria Road. The line will start 860.0' South of the Walker Street and then run South for 460.0' to the end of the proposed La Victoria Phase I Subdivision.

2. La Joya ISD:
Proposed 4" PVC Sewermain Line parallel to and 5 feet inside the East R.O.W. line of Minnesota Road beginning at a distance 3587 feet South of Mile 5 Road and continuing South along said alignment a distance of 1564 feet. The proposed sewer line will be bored where it crosses Minnesota Road.

BACKGROUND

Attachments

permits

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/13/2011 08:03 AM
Olga Garza	Olga Garza	10/13/2011 09:50 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Rebecca Gomez Started On: 10/12/2011 03:13 PM

Final Approval Date: 10/14/2011

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 18th day of October, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

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

- 1. La Victoria Phase I Subdivision: the proposed 8" PVC SDR-35 Sanitary sewer line will be installed 5.0' East of the new West R.O.W. line of Victoria Road. The line will start 860.0' South of Walker Street and then run South for 460.0' to the end of the proposed La Victoria Phase I Subdivision.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" Sanitary Sewer 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 18th day of October, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

City of Mission hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 4 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. Proposed 4" PVC sewermain line parallel to and 5 feet inside the East R.O.W. line of Minnesota Road beginning at a distance 3587 feet South of Mile 5 Road and continuing South along said alignment a distance of 1564 feet. The proposed sewer line will be bored where it crosses Minnesota Road.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 4" PVC forcemain 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-29058 **6. A.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #098493

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 08:16 AM
Purchasing Department	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Monica Badillo Started On: 10/11/2011 04:52 PM

Final Approval Date: 10/14/2011

* fax back to 292-7034

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee # 098493

Participant Name [redacted]

Address [redacted]

Social Security N [redacted] ime Ph [redacted]

SECTION I - RE [redacted]

I understand that thi [redacted] Financi [redacted] t of
the withdrawal is re [redacted] y finan [redacted] all
distributions, other t [redacted], and [redacted] e to
me under the Plan, [redacted] e Com [redacted] be
taxable as ordinary [redacted] ceive [redacted] pply
unless I am at le [redacted] nds w [redacted] ical
expenses as provi [redacted]

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 _____ Date 10-11-11

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

cc 10/18/11

AI-29065 **7. A.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Department of Budget & Management:
Requesting approval to pay 2011-2012 membership dues to the Government Finance Officers Association (GFOA) for Sergio Cruz (Budget Officer) and Dina R. Trevino (Asst. Budget Officer) in the amount of $150.00 each, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

The purpose of the Government Finance Officers Association is to enhance and promote the professional management of governments for the public benefit by identifying and developing financial policies and practices, and promoting them through education, training and leadership.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-14-115-001-0-810

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

BUDGETARY IMPACT:

DBM-BUDGET DIV-DUES & MEMBERSHIPS
$1,325.00 available funds in account as of 10/12/11.
$300.00 available funds in req#204188 as of 10/12/11.

Attachments

dina trevino backup

sergio cruz backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 11:26 AM
Rosalinda Cantu	Rosie Cantu	10/12/2011 04:52 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Angela Garcia Started On: 10/12/2011 09:17 AM

Final Approval Date: 10/14/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Dina R. Trevino , do hereby state that my membership in the Government Finance Officers Association, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Dina R. Trevino DATE: 10/12/2011

TITLE: Asst. Budget Officer

Before me Angela Garcia, a Notary Public, appeared Dina R. Treviño, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ANGELA GARCIA
Notary Public, State of Texas
My Commission Expires
07-26-2013

Angela Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

APPLICATION

Send payments by check or money order to: GFOA, 3076 Eagle Way, Chicago, IL 60678-1030.

Send payments by credit card or purchase order to: GFOA, 203 N. LaSalle St., Ste. 2700; Chicago, IL 60601-1210; fax: 312-977-4806, or scan (e-mail membership@gfoa.org).

Please print or type.

☑ Indicate if you are faxing or scanning and e-mailing this form. (Fax and e-mails are accepted only with credit card payment or purchase orders. DO NOT MAIL THE ORIGINAL.)

Name Dina R. Treviño

Title Asst. Budget Officer

Employer Hidalgo County

Address 2818 S. Bus. 281

City Edinburg

State/Province TX

Country USA

Zip/Postal Code 78539

Telephone 956-292-7025

Fax 956-292-7035

E-mail (Required) dina.treviño@co.hidalgo.tx.us

Questions? E-mail membership@gfoa.org

Please complete both sides of this application.

PAYMENT INFORMATION

Please check one:

☐ PAYMENT BY CHECK OR MONEY ORDER: Payable to "Government Finance Officers Association"
Send to: GFOA, 3076 Eagle Way, Chicago, IL 60678-1030

☐ PAYMENT BY CREDIT CARD OR PURCHASE ORDER:
Send to: Fax: 312-977-4806, scan (e-mail membership@gfoa.org), or mail GFOA, 203 N. LaSalle St., Ste. 2700; Chicago, IL 60601-1210

☐ American Express ☐ Diner's Club ☐ Discover Card
☐ MasterCard ☐ VISA

Name on Card_____

Account Number_____

Exp. date (mandatory)_____/_____

Signature_____

☒ PLEASE BILL ME. You must include a purchase order number.

P.O. No_____

MEMBER TYPES

If full-time student, please include a copy of student identification card.

Please check one:

☐ Active ☐ Additional Active
☐ Associate ☐ Educational ☐ Inactive Retired

GOVERNMENTAL UNIT *(In the United States or Canada)*

Refer to the enclosed GFOA Membership Fee Schedule.

Please check one and give size of unit, as requested:

☐ City: Population_____
☒ County: Population_ 754,000
☐ Special District: Number of Employees_____
☐ State/Province: Population_____
☐ Retirement System: Number of Members_____
☐ Federal

INTERNATIONAL *(Outside of the United States or Canada)*

Refer to the enclosed GFOA Membership Fee Schedule.

Please check one and give size of unit, as requested:

☐ Developed Country
☐ Developing Country
☐ Associate

Rq#1204188

Government Finance Officers Association

203 North LaSalle Street, Suite 2700
Chicago, IL 60601-7476
Phone: (312)977-9700
Fax: (312)977-4806
E-Mail: Membership@GFOA.Org
Tax ID: 36-2167796

Second Notice

Notice #: 0160966
Notice Date: 10/05/2011

96348

300160966 **YI** **County Individual** **Current Paid Thru: 10/31/2011**

Mr. Sergio Cruz
County of Hidalgo
2818 S. Bus. Hwy 281
Edinburg, TX 78539 United States

Membership Renewal for the period of 11/01/2011 through 10/31/2012

YI **Individual Member** Member #

Mr. Sergio Cruz	Budget Officer	300160966	$150.00
		Total Individual Memberships:	$150.00

INVOICE RECEIVED BY: OS ON 10/12/11
GOODS/SERVICES RECEIVED BY: Sergio Cruz ON 2011-2012
1-1100-415-14-115-001-0-810
PO#

Total Amount Due: **$150.00**

If you need to make any changes to your membership information, please return a copy of the enclosed card with this notice reflecting your changes. Please copy card for additional changes.

REMITTANCE STUB

(Please Return with Payment)

Notice #: 0160966
Notice Date: 10/05/2011

Membership Number: 300160966
Mr. Sergio Cruz
County of Hidalgo
2818 S. Bus. Hwy 281
Edinburg, TX 78539 United States

Membership Renewal for the period of 11/01/2011 through 10/31/2012

Please Remit to:
Government Finance Officers Association
3076 Eagle Way
Chicago, IL 60678-1030

Total Individual Memberships: $150.00

Total Amount Due: **$150.00**

Payments by credit card should be mailed or faxed to the address at the top of this form.

Name on Card: _____ Signature: _____

Credit Card Number: _____ Expiration Date: _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, SERGIO CRUZ, do hereby state that my membership in the Govt. Finance Officers Assoc., on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 10/12/2011

TITLE: Budget Officer

Before me Angela Garcia, a Notary Public, appeared Sergio Cruz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ANGELA GARCIA
Notary Public, State of Texas
My Commission Expires
07-26-2012

Angela Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

AI-29079 **7. B.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

139th District Court:
Requesting approval to pay 2011-2012 Texas Association for Court Administration membership dues for Pedro Lobato and Sylvia Reyes in the amount of $75.00 each (Req.# 204187), 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. #: 1-1100-412-00-003-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 10/12/2011, refer to Req. #00204187.

Attachments

pete lobato backup

sylvia reyes backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 01:45 PM
Sylvia Solis	Sylvia Solis	10/12/2011 04:03 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Angela Garcia Started On: 10/12/2011 01:18 PM

Final Approval Date: 10/14/2011

Texas Association for Court Administration

MEMBERSHIP RENEWAL NOTICE

This is a reminder that your membership dues in the Texas Association for Court Administration are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement is encouraged.

The annual renewal fee for a regular membership is $75

Sign your Judge up for membership at the same time and pay $110 for both memberships!

Please make *checks payable to the Texas Association for Court Administration* and mail the check with the renewal card to the following address:

Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

Thank you for your continued support

Texas Association for Court Administration
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, TX 77341-2296

Sam Houston State University
is a member of The Texas State University System

UNITED STATES POSTAGE
PITNEY BOWES
$ 00.29⁰
02 1M
0004284448 SEP 26 2011
MAILED FROM ZIP CODE 77340

Membership Renewal

449th District Court
ATTN: Pedro "Pete" Lobato
1001 North Doolittle Road
Edinburg, Texas 78539

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Pedro Saul Lobato, do hereby state that my membership in the Texas Association for Court Administration on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Pedro Saul Lobato DATE: Oct. 12, 2011

TITLE: Criminal Court Coordinator

Before me Sylvia Reyes, a Notary Public, appeared Pedro Saul Lobato, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) SYLVIA REYES
Notary Public, State of Texas
My Commission Expires
02-27-2014

Sylvia Reyes
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

Requisition

Req # 00204187

PO #

Date: 10/12/11

Bill To: x
x

Vendor : 96431

TEXAS ASSOCIATION FOR COURT ADM.
CORRECTIONAL MANAGEMENT INSTITUTE OF TX
SAM HOUSTON STATE UNIVERSITY
HUNTSVILLE TX 77341

Ship To: 139TH DISTRICT COURT
100 N. CLOSNER, 2ND FL
EDINBURG TX 78539

Contact: Pete S. Lobato
956-318-2260

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Check in the amount of $75.00 payable to Texas Association for Court Administration for annual membership renewal fee for Pedro S. Lobato.	75.00	75.00
1.00	EACH	Check in the amount of $75.00 payable to Texas Association for Court Administration for annual membership renewal fee for Sylvia Reyes.	75.00	75.00
		Account No	Encumbrance	
		1-1100-412-00-003-001-0-810	150.00	
			Freight	.00
			Total	150.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Texas Association for Court Administration

MEMBERSHIP RENEWAL NOTICE

This is a reminder that your membership dues in the Texas Association for Court Administration are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement is encouraged.

The annual renewal fee for a regular membership is $75

Sign your Judge up for membership at the same time and pay $110 for both memberships!

Please make *checks payable to the Texas Association for Court Administration* and mail the check with the renewal card to the following address:

Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

Thank you for your continued support

Texas Association for Court Administration
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, TX 77341-2296

Sam Houston State University
is a member of The Texas State University System

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004284448
$ 00.29⁰
SEP 26 2011
MAILED FROM ZIP CODE 77340

Membership Renewal

139th District Court
ATTN: Sylvia Reyes
100 N. Closner
Edinburg, Texas 78539

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Sylvia Reyes, do hereby state that my membership in the Texas Association for Court Administration on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Sylvia Reyes DATE: 10/12/11

TITLE: Court Coordinator

Before me Atanacio Gaitan, a Notary Public, appeared Sylvia Reyes, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ATANACIO GAITAN, JR. NOTARY PUBLIC STATE OF TEXAS EXPIRES 3-2-2013

(S E A L)

Atanacio Gaitan
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

Requisition

Req # 00204187

PO #

Date: 10/12/11

Bill To: x
x

Vendor : 96431
TEXAS ASSOCIATION FOR COURT ADM.
CORRECTIONAL MANAGEMENT INSTITUTE OF TX
SAM HOUSTON STATE UNIVERSITY
HUNTSVILLE TX 77341

Ship To: 139TH DISTRICT COURT
100 N. CLOSNER, 2ND FL
EDINBURG TX 78539

Contact: Pete S. Lobato
956-318-2260

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Check in the amount of $75.00 payable to Texas Association for Court Administration for annual membership renewal fee for Pedro S. Lobato.	75.00	75.00
1.00	EACH	Check in the amount of $75.00 payable to Texas Association for Court Administration for annual membership renewal fee for Sylvia Reyes.	75.00	75.00
		Account No	Encumbrance	
		1-1100-412-00-003-001-0-810	150.00	
			Freight	.00
			Total	150.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-29051 **7. C.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:
Approval to pay annual membership dues to the Texas Association for Court Administration for Ester Cantu, 398th Court Coordinator, in the Amount of $75.00 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. #:** 1-1100-412-00-009-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 10/12/2011, refer to Req. #00204092.

Attachments

TACA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 08:16 AM
Sylvia Solis	Sylvia Solis	10/12/2011 10:03 AM
Purchasing Department	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Esther Cantu Started On: 10/11/2011 02:40 PM

Final Approval Date: 10/14/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

I, **ESTER CANTU,** do hereby state that my membership in **TEXAS ASSOCIATION FOR COURT ADMINISTRATION** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official /employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

Signature Ester Cantu

Title COURT COORDINATOR

Before me, a Notary Public appeared **ESTER CANTU** and on his/her oath deposed and stated that the facts set forth in the above affidavit to the true and correct in every respect.

CHRISTOBAL GARCES, JR.
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-13-2015

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

Texas Association for Court Administration

MEMBERSHIP RENEWAL NOTICE

This is a reminder that your membership dues in the Texas Association for Court Administration are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement is encouraged.

The annual renewal fee for a regular membership is $75

Sign your Judge up for membership at the same time and pay $110 for both memberships!

Please make *checks payable to the Texas Association for Court Administration* and mail the check with the renewal card to the following address:

Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

Thank you for your continued support

INVOICE RECEIVED BY: ON

GOODS/SERVICES RECEIVED BY: ON 10/11

AI-29052 **8. A.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Monthly collection report for August 2011.

OFFICE	FEES & COST	MONTH
The Hon. Armando Barrera Jr., Tax Assessor/Collector	$2,309,513.30	August 2011

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2011 02:22 PM
Ivan Cantu	Ivan Cantu	10/12/2011 04:34 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Maria Medina Started On: 10/11/2011 03:06 PM

Final Approval Date: 10/14/2011

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

October 11, 2011

The Honorable Ramon Garcia
Hidalgo County Judge
County Administration Building, 2nd Floor
100 East Cano
Edinburg, Texas 78539

Dear Judge Garcia:

Please include the attached Monthly Collection Report on the next Commissioners' Court Agenda:

OFFICE	FEES & COST	MONTH
The Hon. Armando Barrera Jr., Tax Assessor/Collector	$ 2,309,513.30	August 2011

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

Prepared By: Abigail Guajardo
Date: 09/28/11

Hidalgo County Tax Office
Collections Summary
For the Month ended August 31, 2011

Hidalgo County Tax Collections	2,305,786.65 ✓	M1-1
Administrative Fees Collected	3,472.98 ✓	M1-1
Road District # 2 Collections	-	M2-1
Road District # 5 Collections	107.31 ✓	M3-1
Road District # 7 Collections	-	M4-1
Road District # 11 Collections	-	M5-1
Road District # 12 Collections	-	M6-1
Road District # 15 Collections	146.36 ✓	M7-1
State District Collections	-	M8-1
Total Collections	2,309,513.30	

X1

RECEIVED 9/28/11

PREPARED BY HILDA FUENTES

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
HIDALGO COUNTY TAXES COLLECTED
AUGUST 2011
PBC

COMPARATIVE RATE OF COLLECTIONS

HIDALGO COUNTY	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2011/2012	COLLECTED 2010/2011
2011 TAX ROLL	0.00	0.00	0.00	0.00	0.00 #DIV/0!		0.00%
2010 & PRIOR YRS	37,265,712.35 d MI-10	3,192,438.38 d MI-10	0.00	(560,824.63) d MI-10	33,512,449.34 MI-10	8.70%	9.76%
ROLLBACK	48,855.56 d MI-11	11,273.77 d MI-11	0.00	54,236.18 d MI-11	91,817.97 MI-11	10.94%	14.60%
TOTALS	37,314,567.91 d MI-12	3,203,712.15 d MI-12	0.00	(506,588.45) d MI-12	33,604,267.31 MI-12		
2010 TAX ROLL	160,318,223.74	149,327,455.05 d MI-10	0.00	(137,161.60) d MI-10	10,853,607.09 MI-10	93.22%	90.28%

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2011

			MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00		(474.47) ~~0.00~~ CURRENT d
CURRENT YEAR-P&I	0.00	$917,006.62 d current MI-3	(1,373.16) ~~(1,847.63)~~ PRIOR d MI-10
PRIOR YEARS-BASE TAX	1,532,011.59	$615,004.97 d Deliquent MI-5	
PRIOR YEARS-P&I	471,977.53	$167,158.89 d current MI-3	
ROLLBACK BASE	9,485.54 d	$304,818.64 d Deliquent MI-5	6,082.56 (RB) d MI-11
ROLLBACK P&I	2,239.83 d MI-6		
ATTORNEY FEES	290,072.16 d MI-9		
TAX CERTIFICATE FEES	0.00	670.00 d MI-17	
SERVICE CHG FEES	0.00	1,331.98 d MI-20	
MISC FEES	0.00	1,471.00 d MI-24	
TOTAL COLLECTIONS	2,305,786.65 MI-9	3,472.98 MI-36	4,234.93
LESS HCAD COMM REND. PEN. (CURR)	118.28 d MI-16		
LESS HCAD COMM REND. PEN. (DELQ)	96.18 d		
DEC INTREST	0.00		
LESS SI PRORATION	0.00		
RENDITION PENALTY	0.00		
LESS TRANSFERRED	898,591.15 d MI-2; MI-37	0.00	
LESS IN TRANSIT	1,116,908.88 d MI-2; MI-37	3,472.98 MI-36	
LESS DUE TO DEL TAX ATTY FEES	290,072.16 d MI-36		
LESS SPECIAL INV DISBURSED	-		
LESS DUE TO CO TREASURER	0.00		
	0.00 d	0.00 d	

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF **AUGUST 2011** IS CORRECT. .

ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF SEPTEMBER 2011 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
08-17-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 9/28/11

9/23/11

PREPARED BY HILDA FUENTES

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 2 TAXES COLLECTED
AUGUST 2011

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 2	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2011/2012	COLLECTED 2010/2011
1981 & PRIOR YRS	61.38	0.00	0.00	0.00	61.38	0.00%	0.00%
TOTALS	61.38 ↑ M2-3	0.00 ↑ M2-3	0.00	0.00 ↑ M2-3	61.38 d M2-4		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2011

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR M2-4
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 d M2-2	0.00 d M2-4
LESS REFUNDS	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL TAX ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 d M2-2	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2011 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 2

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF SEPTEMBER 2011 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
08-17-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 9/27/11 10/3/11

M2-1

HC 9/23/11

PREPARED BY HILDA FUENTES

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 5 TAXES COLLECTED
AUGUST 2011

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 5	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2011/2012	COLLECTED 2010/2011
1999 & PRIOR YRS	12,964.36	89.26	0.00	(196.73)	12,678.37	0.70%	1.36%
ROLLBACK	0.00	0.00	0.00	0.00	0.00	0.00%	100.00%
TOTALS	√12,964.36 ≠ M3-5	89.26 ≠ M3-5	0.00	√(196.73) ≠ M3-5	12,678.37 √d M3-6		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2011

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00d	0.00 CURRENT
CURRENT YEAR-P&I	0.00d M3-3	
PRIOR YEARS-BASE TAX	X37.24d	0.00 PRIOR M3-6
PRIOR YEARS-P&I	X59.62d	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	X10.45d M3-4	
TOTAL COLLECTIONS	107.31d λ	0.00 d M3-6
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	25.68d M3-2; M1-37	
LESS IN TRANSIT	71.18d M3-2; M1-37	
LESS DUE TO DEL TAX ATTY FEES	10.45d M3-2; M1-36	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 d	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2011 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 5

ASSESSOR & COLL. OF TEXAS HIDALGO COUNTY

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF SEPTEMBER 2011 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
08-17-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [illegible]
DATE: 9/27/11

RECEIVED
9/23/11

PREPARED BY HILDA FUENTES

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 7 TAXES COLLECTED
AUGUST 2011

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 7	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2011/2012	COLLECTED 2010/2011
1980 & PRIOR YRS	29.07	0.00	0.00	0.00	29.07	0.00%	0.00%
TOTALS	29.07 ✱ M4-3	0.00 ✱ M4-3	0.00	0.00 ✱ M4-3	29.07 d M4-4		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2011

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR M4-4
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 d M4-2	0.00 d M4-4
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 d M4-2	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2011 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 7

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF SEPTEMBER 2011 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
08-17-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 9/27/11 10/3/11

RECEIVED
9/23/11

PREPARED BY HILDA FUENTES

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 11 TAXES COLLECTED
AUGUST 2011

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 11	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2011/2012	COLLECTED 2010/2011
1979 & PRIOR YRS	69.28	0.00	0.00	0.00	69.28	0.00%	0.00%
TOTALS	69.28 ≠ MS-3	0.00 ≠ MS-3	0.00	0.00 ≠ MS-3	69.28 d MS-4		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2011

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR MS-4
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 d MS-2	0.00 d MS-4
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL TAX ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 d MS-2	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2011 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 11

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF SEPTEMBER 2011 A.D.

Melinda Mendoza

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
08-17-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 9/27/11 10/4/11

MS-1

RECEIVED
9/23/11

PREPARED BY HILDA FUENTES

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 12 TAXES COLLECTED
AUGUST 2011

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 12	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2011/2012	COLLECTED 2010/2011
1978 & PRIOR YRS	10.62	0.00	0.00	0.00	10.62	0.00%	0.00%
TOTALS	10.62 ≠ M6-3	0.00 ≠ M6-3	0.00	0.00 ≠ M6-3	10.62 d M6-4		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2011

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR M6-4
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 ≠ M6-2	0.00 d M6-9
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS(P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DELQ ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 d M6-2	

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2011 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 12

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF SEPTEMBER 2011 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
08-17-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 9/27/11 10/4/11

9/03/11

PREPARED BY HILDA FUENTES

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 15 TAXES COLLECTED
AUGUST 2011

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 15	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2011/2012	COLLECTED 2010/2011
1993 & PRIOR YRS	1,864.05	58.72	0.00	(42.68)	1,762.65	3.22%	1.37%
ROLLBACK	0.00	0.00	0.00	0.00	0.00	0.00%	100.00%
TOTALS	✓1,864.05 ✓ M7-5	✓58.72 ✓ M7-5	0.00	✓(42.68) ✓ M7-5	✓1,762.65 d M7-6		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2011

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00d	0.00 CURRENT
CURRENT YEAR-P&I	0.00d M7-3	
PRIOR YEARS-BASE TAX	✓30.32d	0.00 PRIOR M7-6
PRIOR YEARS-P&I	✓96.98d	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	✓19.06d M7-4	
TOTAL COLLECTIONS	146.36d	0.00 d M7-6
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	64.08d M7-2; M1-37	
LESS IN TRANSIT	63.22d M7-2; M1-37	
LESS DUE TO DELQ ATTY FEES	19.06d M7-2; M1-36	
LESS DUE TO CO TREASURER	0.00	
	0.00d	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2011 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 15

ASSESSOR & COLL. OF TEXAS HIDALGO COUNTY

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF SEPTEMBER 2011 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
08-17-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 9/27/11

M7-1

PREPARED BY HILDA FUENTES

9/23/11

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
STATE DIST TAXES COLLECTED
AUGUST 2011

PBC

COMPARATIVE RATE OF COLLECTIONS

STATE DIST	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2011/2012	COLLECTED 2010/2011
1979 & PRIOR YRS	53.13	0.00	0.00	(0.01)	53.12	0.00%	0.00%
TOTALS	53.13 d M8-3	0.00 d M8-3	0.00	(0.01) d M8-4	53.12 d M8-4		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2011

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR M8-3
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 d M8-2	0.00 d M8-3
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DELQ ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 d M8-2	

ASSESSOR & COLL. OF TEXAS
HIDALGO COUNTY

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2011 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR STATE DIST TAXES

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF SEPTEMBER 2011 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
08-17-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 9/27/11 10/4/11

AI-29145 **9. A.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Karina Cardoza Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting authority to enter into a radio broadcasting agreement (if applicable) to air Operation Clean Slate ads with the following Radio Station in supporting itemized proposed documentation with authority for County Judge or Court Member to execute agreement for the following requisition #204372:

1. BMP Radio LP d/b/a KURV - $250.00

BACKGROUND

Attachments

kurv

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Monica Badillo Started On: 10/14/2011

Final Approval Date: 10/14/2011

Proposed Schedule On

NEWS TALK 710 KURV

Show	Times	Number of spots per month
Morning Drive with Sergio Sanchez	5:30am-9am	5X

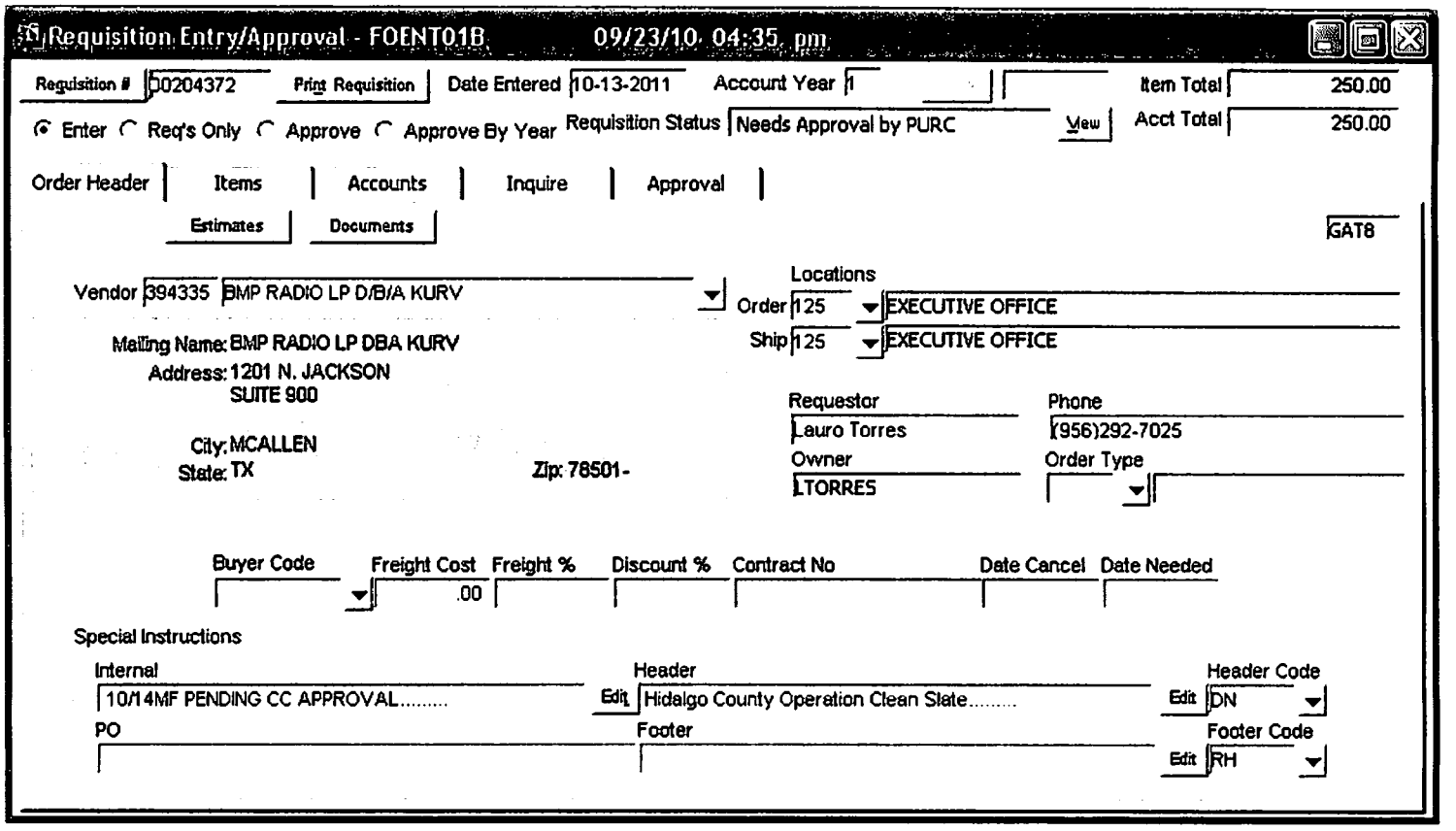
5 30-second spots to air per month

October 2011

Investment: $250

Advertiser:_____

Date:_____


Requisition Entry/Approval - FOENT01B 09/23/10 04:35 pm
Requisition # 00204372
Print Requisition
Date Entered 10-13-2011
Account Year 1
Item Total 250.00
Enter Req's Only Approve Approve By Year
Requisition Status Needs Approval by PURC
View
Acct Total 250.00
Order Header
Items
Accounts
Inquire
Approval
Estimates
Documents
GAT8
Vendor 394335 BMP RADIO LP D/B/A KURV
Locations
Order 125 EXECUTIVE OFFICE
Ship 125 EXECUTIVE OFFICE
Mailing Name: BMP RADIO LP DBA KURV
Address: 1201 N. JACKSON
SUITE 900
City: MCALLEN
State: TX
Zip: 78501-
Requestor
Lauro Torres
Phone
(956)292-7025
Owner
LTORRES
Order Type
Buyer Code
Freight Cost
.00
Freight %
Discount %
Contract No
Date Cancel
Date Needed
Special Instructions
Internal
10/14MF PENDING CC APPROVAL.....
Header
Edit
Hidalgo County Operation Clean State.....
Header Code
Edit
DN
PO
Footer
Footer Code
Edit
RH

AI-29048 **9. B.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of Invoice No. 3 in the amount of $7,875.00, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-11-032B-06-14 Construction Managemnt services for Sheriff's Office Substation in the Precinct No. 1 Area, with authorizatoin for Auditor process and County Treasurer issue payment/check.

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:

PO# 659617 available balance as of 10-12-11 $104,250.00

Reference:
Pmt# 1 7,875 AI#27549 7-19-11
Pmt# 2 7,875 AI#28221 8-30-11

Attachments

Prodigy Inv. 3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2011 10:11 AM
Budget & Management	Merlen P. Munoz	10/12/2011 11:08 AM
Manuel Chapa	Manuel Chapa	10/12/2011 03:52 PM
Auditor's Office	Arcilia Duran	10/14/2011 04:14 PM

Form Started By: Moises Salazar Started On: 10/11/2011

Final Approval Date: 10/14/2011

OCT 05 2011
2:30PM

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
(956)821-8014
apalacios@prodigycompany.com

OCT 04 2011
2:30PM

Invoice

Period Billed	Invoice #
8-16-2011 to 09-16-2011	03

Bill To:

Hidalgo County Jail
701 El Cibolo RD
Edinburg, TX 78539

Project Name: **Contract NO: C-11-032B-06-14** **REQ: 00197759**

County of Hidalgo Sheriff's Office Substation/Hidalgo County Jail

1-1336-423-00-280-036-0-720

P.O. No.	Vendor	Project
659617	388459	PCM-03-011

Estimated Project Total Cost: $4,000,000.00 @ 3% = $120,000.00
Special Instruction: with option to increase
Payment Schedule: Attachment E

Period Billed	Monthly Draw	Paid to Date	Amount Balance	Invoice Amount DUE
1	$7875.00	$7875.00	$120,000.00	$7875.00
2	$7875.00	$15,750.00	$104,250.00	$7875.00
3	$7875.00			$7875.00
4				
5				
6				
7				
8	P.O. #: 659617			
9	Invoice Received By:			
10	J.Tapia on: 10-4-11			
11	Good/Services Received By:			
12	J.Tapia on: 10-3-11			

CC Construction Management Service. Estimated cost based on 3% of 4M for the construction of Sheriff's Office East Substation.
CC Note: Management Services total charge based on Construction Final Cost.

Owner Authorized Signature

Date 10-5-11

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
(956)821-8014
apalacios@prodigycompany.com

Invoice

Date	Invoice #
08-16-2011 to 09-16-2011	03

For the Period August 16, 2011 thru September 16, 2011:

Prodigy has provided the following services for the Hidalgo County Sheriff's Dept. Sub-Station (East)

- Met with Mr. Tapia and Chief Martinez to discuss floor plans and specifications.
- Met with Purchasing Department to discuss Project dates and overview of the project details.
- Met with entire Sheriff Staff to review entire plans and specifications of the project.
- Performed a detailed analysis of the architects'

Owner Authorized Signature Date

AI-29100 **9. C.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 2 in the amount of $102,570.74 from Saenz Utility Contractors, Ltd., contracted vendor for Loma Linda Heights Subdivision as submitted by Javier Hinojosa Engineering, 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 10/13/11 are $387,343.20.

Obj Code 731: $271,048.70
Obj Code 733: $116,294.50

Attachments

Application for Payment No.2 Loma Linda Heights Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	10/12/2011 04:51 PM
Purchasing Department	Nielda Cavazos	10/13/2011 08:43 AM
Budget & Management	Angela Garcia	10/13/2011 09:00 AM
Perla Lopez	Perla Lopez	10/13/2011 09:18 AM
Auditor's Office	Arcilia Duran	10/14/2011 04:06 PM

Form Started By: Marcie Jackson Started On: 10/12/2011 04:28 PM

Final Approval Date: 10/14/2011

APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County Precinct No.3 (Owner)
From: Saenz Utility Contractors, Ltd. (Contractor)
Contract:
Project: 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: September 25, 2011

1. Original Contract Price:	$493,464.40
2. Net Change by Change Order and Written Agreements (+or-):	$ 0.00
3. Current Contract Price (1 plus 2)	$493,464.40
4. Total Completed and Stored to date:	$214,090.40
5. Retainage (per Agreeement) ___5 %___ of completed work $10,704.52 ; _____ of stored material	
Total Retainage:	$ 10,704.52
6. Total completed and stored to date less retainage (4 minus 5)	$203,385.88
7. Less previous Application for Payments:	$100,815.14
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	$102,570.74

Accompanying Documentation:

REQ.# 198595 P.O.# 660948
1-1312-431-00-123-421-0-731→$66,662.20
<-3,333.11>=$63,329.09

REQ.# 198595 P.O.# 660948
1-1312-431-00-123-421-0-733→$41,307.00
<-2,065.35>=$39,241.65

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 coered 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 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: 9/29/2011

SAENZ UTILITY CONTRACTORS, LTD.
CONTRACTOR
By: Pedro Saenz

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 29th day of September, 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 10/10/11

Javier Hinojosa Engineering
ENGINEER
By: Javier H

RECEIVED BY: Marcie Jackson ON 10/11/11
CHANGES RECEIVED BY: Marcie Jackson ON 10/11/11

Saenz Utility Contractors, Ltd.	Contractor Name
07/18/11	Starting Date
	Project Ending Date
5%	Retainage Percent

Application No.	**2**
Application Date:	**10/4/2011**
Period To:	**08/25/11 - 09/25/11**
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	$ 107,969.20	$ -	$ 214,090.40	$ 279,374.00	$ 10,704.52	$ 203,385.88	$100,815.14	$ 102,570.74
		$ 493,464.40	$ -	$ 106,121.20	$ 107,969.20	$ -	$ 214,090.40	$ 279,374.00	$ 10,704.52	$ 203,385.88	$100,815.14	$ 102,570.74

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.: 2

Application Date: 10/4/2011

Period To: 08/25/2011 - 09/25/11

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		48.68	$ -			$ -	$ 28,721.20	0	$ -
2	110	Excavation (Roadway)	CY	$ 6.10	8252.00	$ 50,337.20	$ -	0.00	$ -	-	0.00	$ -	8252.00	8,252.00	$ 50,337.20			$ -	$ 50,337.20	0	$ -
3	247	8" FLEX BASE (Compl in Place)	SY	$ 5.50	15965.00	$ 87,807.50	$ -	0.00	$ -	-	0.00	$ -	2750.00	2,750.00	$ 15,125.00			$ -	$ 15,125.00	13215	$ 72,682.50
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	1.00	2.00	$ 1,200.00			$ -	$ 2,400.00	3	$ 3,600.00
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		$	66,662.20		$	-	$ 96,583.40	$	204,386.50
		DRAINAGE																			
8	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 12.75	598.00	$ 7,624.50	$ -	0.00	$ -	-	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	$ -		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		50.00	$ -			$ -	$ 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		40.00	$ -			$ -	$ 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	0.00	979.00	$ -			$ -	$ 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		10.00	$ -			$ -	$ 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		1.00	$ -			$ -	$ 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		6.00	$ -			$ -	$ 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		3.00	$ -			$ -	$ 2,055.00	0	$ -
17	529	18" Low Profile Curb & Gutter	LF	$ 5.50	9686.00	$ 53,273.00	$ -	0.00	$ -	-	0.00	$ -	7100.00	7,100.00	$ 39,050.00			$ -	$ 39,050.00	2586	$ 14,223.00
18	529	48" Valley Gutter	LF	$ 18.00	490.00	$ 8,820.00	$ -	0.00	$ -	-	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	$ -			$ -	$ 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	$ -	61.00	61.00	$ 2,257.00			$ -	$ 2,257.00	0	$ -
		Total Drainage LOMA LINDA HEIGHTS SUBDIVISION			$	192,494.50		$	-		$	76,200.00		$	41,307.00		$	-	$ 117,507.00	$	74,987.50

Grand Total for Loma Linda Heights Subd. $ 493,464.40

APPROVED BY: Javier Hinojosa P.E. (Print Name) — 10/10/11 (Date)

Signature

Exhibit E-D

AI-29077 **9. D.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Application for Payment No. 3 in the amount of $40,684.05 from Asago Construction, contracted vendor for La Suena Subdivision as reviewed and submitted by project engineer Javier Hinojosa Engineering (C-CAP-10-379-05-17).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-397-0-731/733

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

BUDGETARY IMPACT:

Available funds in P.O. #660930 as of 10/13/11 are $283,955.08.

Obj Code 731: $156,553.08
Obj Code 733: $127,402.00

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-397-0-731

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

BUDGETARY IMPACT:

Available funds in P.O. #660930 as of 10/13/11 are $555.92.

Attachments

Application for Payment No.3 La Suena Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	10/12/2011 11:45 AM
Purchasing Department	Nielda Cavazos	10/12/2011 03:00 PM
Budget & Management	Merlen P. Munoz	10/12/2011 03:12 PM
Perla Lopez	Perla Lopez	10/13/2011 09:02 AM
Auditor's Office	Arcilia Duran	10/14/2011 04:06 PM

Form Started By: Marcie Jackson Started On: 10/12/2011 11:06 AM

Final Approval Date: 10/14/2011

APPLICATION FOR PAYMENT NO. 3

To: HIDALGO COUNTY (OWNER)
From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION
Owner's Contract No. C-CAP-10-379-05-17 Engineer's Project No.
For Work accomplished through the date of: September 30, 2011

1. Original Contract Price:		$299,000.00
2. Net change by Change Order No. 1 and Written Agreements(+):		$74,726.00
3. Current Contract Price (1 plus 2):		$373,726.00
4. Total completed and stored to date:		$134,419.50
5. Retainage (per Agreement):		
10% of completed Work:	$13,441.95	
of stored material		
Total Retainage:		$13,441.95
6. Total completed and stored to date less retainage (4 minus 5)		$120,977.55
7. Less previous Application for Payments:		$80,293.50
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$40,684.05

REQ.# 199328 P.O.# 660930
1-1312-431-00-123-397-0-731→$29,484.50
<-2,948.45>=$26,536.05

REQ.# 199328 P.O.# 660930
1-1312-431-00-123-397-0-733→$15,720.00
<-1,572.00>=$14,148.00

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens (Sub-contractors/suppliers)**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Report w/signed Wage Form**

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 3 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: 10-5-11

ASAGO LLC, dba ASAGO CONSTRUCTION
(CONTRACTOR)

By: _____
RAUL IGLESIAS
PARTNER
2113 PECOS
MISSION, TEXAS 78572

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 5th day of October, 2011

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 10/4/11

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: _____ ON 10/6/11
GOODS/SERVICES RECEIVED BY: _____ ON 10/6/11

Exhibit E-C

Asago LLC, dba Asago Construction	Contractor Name
07/28/11	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.	3
Application Date:	10/3/2011
Period To:	09/01/11 - 09/30/11
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
3C1080397	La Sueña Subdivision	$ 299,000.00	$ 373,726.00	$ 50,700.00	$ 38,515.00	$ 45,204.50	$ 134,419.50	$ 239,306.50	$ 13,441.95	$ 120,977.55	$ 80,293.50	$ 40,684.05
		$ 299,000.00	$ 373,726.00	$ 50,700.00	$ 38,515.00	$ 45,204.50	$ 134,419.50	$ 239,306.50	$ 13,441.95	$ 120,977.55	$ 80,293.50	$ 40,684.05

LA SUEÑA SUBD — Contractor Name

7/29/2011 — Starting Date

Project Ending Date

ROAD & DRAINAGE - LA SUEÑA SUBD. — Engineer's / County Project Description

Application No.: 3

Application Date: 10/3/2011

Period To: 09/01/2011-09/30/2011

Engineer's / County Project No.: C-CAP-10-379-05-17

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																			
		LA SUEÑA SUBDIVISION																			
1	100	Preparig ROW	STA	$ 500.00	28.19	$ 14,095.00	$ 500.00	28.19	$ 14,095.00	14.00	14.00	$ 7,000.00	14.19	28.19	$ 7,095.00		28.19	$ -	$ 14,095.00	0	$ 0.00
2	247	8" FLEX BASE (Compl in Place)	SY	$ 7.50	8770.00	$ 65,775.00	$ 7.50	8770.00	$ 65,775.00	-	0.00	$ -		-	$ -	3,789.00	3,789.0	$ 28,417.50	$ 28,417.50	4981	$ 37,357.50
3	251	Reworking BS Mtrl. (DC) (TY D CL2)	SY	$ 3.00	8770.00	$ 26,310.00	$ 3.00	8770.00	$ 26,310.00	-	0.00	$ -	3500	3,500.00	$ 10,500.00	289.00	3,789.0	$ 867.00	$ 11,367.00	4981	$ 14,943.00
4	310	ASPH Matrl. (MC-30)	GAL	$ 7.00	1754.00	$ 12,278.00	$ 7.00	1754.00	$ 12,278.00	-	0.00	$ -		-	$ -		0.0	$ -	$ -	1754	$ 12,278.00
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 8.00	7517.00	$ 60,136.00	$ 8.00	7517.00	$ 60,136.00	-	0.00	$ -		-	$ -		0.0	$ -	$ -	7517	$ 60,136.00
6	502	Barricades, Sign & Traffic Handling	MO	$ 200.00	4.00	$ 800.00	$ 200.00	4.00	$ 800.00	1.00	1.00	$ 200.00	1	2.00	$ 200.00	1.00	3.0	$ 200.00	$ 600.00	1	$ 200.00
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 25.00	90.00	$ 2,250.00	$ 25.00	90.00	$ 2,250.00	-	0.00	$ -		-	$ -		0.0	$ -	$ -	90	$ 2,250.00
8	5249	Temporary Sediment Control Fence	LF	$ 0.80	1150.00	$ 920.00	$ 0.80	1150.00	$ 920.00	-	0.00	$ -	1150	1,150.00	$ 920.00		1,150.0	$ -	$ 920.00	0	$0.00
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 0.40	1150.00	$ 460.00	$ 0.40	1150.00	$ 460.00	-	0.00	$ -		-	$ -		0.0	$ -	$ -	1150	$ 460.00
11		Relocate Mail Boxes	LS	$ 1,000.00	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	1.00	1.00	$ 1,000.00		1.00	$ -		1.0	$ -	$ 1,000.00	0.0	$0.00
		Total Roadway LA SUEÑA SUBDIVISION				$ 184,024.00			$ 184,024.00			$ 8,200.00			$ 18,715.00			$ 29,484.50	$ 56,399.50		$ 127,624.50
		DRAINAGE																			
12	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 20.00	997.00	$ 19,940.00	$ 20.00	997.00	$ 19,940.00	-	0.00	$ -		-	$ -		0.0	$ -	$ -	997	$ 19,940.00
13	530	Driveway (Concrete 3000 PSI)	SY	$ 24.00	1364.00	$ 32,736.00	$ 24.00	1364.00	$ 32,736.00	-	0.00	$ -		-	$ -	655.00	655.0	$ 15,720.00	$ 15,720.00	709	$ 17,016.00
14	556	15" ADS Culvert Pipe	LF	$ 24.00	2200.00	$ 52,800.00	$ 24.00	2200.00	$ 52,800.00	1,500.00	1500.00	$ 36,000.00	700.00	2,200.00	$ 16,800.00		2,200.0	$ -	$ 52,800.00	0	$0.00
15	556	18" RCP Culvert Pipe	LF	$ 25.00	140.00	$ 3,500.00	$ 25.00	140.00	$ 3,500.00	140.00	140.00	$ 3,500.00		140.00	$ -		140.0	$ -	$ 3,500.00	0	$0.00
16	556	Safety End Treatment	EA	$ 1,500.00	4.00	$ 6,000.00	$ 1,500.00	4.00	$ 6,000.00	2.00	2.00	$ 3,000.00	2.00	4.00	$ 3,000.00		4.0	$ -	$ 6,000.00	0	$0.00
17	506	Safety End Treatment	LF				$ 24.00	191.00	$ 4,584.00	-	0.00	$ -	-	-	$ -		0.0	$ -	$ -	191	$4,584.00
18	506	Safety End Treatment	LF				$ 25.00	327.00	$ 8,175.00	-	0.00	$ -	-	-	$ -		0.0	$ -	$ -	327	$8,175.00
19	506	Safety End Treatment	LF				$ 31.50	984.00	$ 30,996.00	-	0.00	$ -	-	-	$ -		0.0	$ -	$ -	984	$30,996.00
20	506	Safety End Treatment	LF				$ 45.00	40.00	$ 1,800.00	-	0.00	$ -	-	-	$ -		0.0	$ -	$ -	40	$1,800.00
21	506	Safety End Treatment	LF				$ 0.50	1542.00	$ 771.00	-	0.00	$ -	-	-	$ -		0.0	$ -	$ -	1542	$771.00
22	506	Safety End Treatment	EA				$ 2,900.00	6.00	$ 17,400.00	-	0.00	$ -	-	-	$ -		0.0	$ -	$ -	6	$17,400.00
23	506	Safety End Treatment	EA				$ 2,750.00	4.00	$ 11,000.00	-	0.00	$ -	-	-	$ -		0.0	$ -	$ -	4	$11,000.00
		Total Drainage LA SUEÑA SUBDIVISION				$ 114,976.00			$ 189,702.00			$ 42,500.00			$ 19,800.00			$ 15,720.00	$ 78,020.00		$ 111,682.00

Grand Total for La Sueña Subd. $ 299,000.00 $373,726.00

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

10/4/11
Date

Exhibit E-D

AI-29088 **9. E.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications, etc.) as attached hereto for a request for bids for "EN-1 Road Stabilizer Material" for Hidalgo County" (RFB No.: 2011-268-CGA) including re-advertising project if no bids received and department(s) desire to do so.

BACKGROUND

Services are on an "As Needed Basis" for all Precincts.

Fiscal Impact

FISCAL YEAR: Pct. 1- 1 ACCT. #: 1-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Pct. 1: 1-1342-431-00-121-041-0-731

FISCAL YEAR: Pct. 4 -1 ACCT. #: 1-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No funds are required at this stage of procurement process.

Attachments

Draft Packet

Memo Approvals

MEMO

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	10/12/2011 03:40 PM
Budget & Management	Merlen P. Munoz	10/12/2011 04:07 PM
Rosalinda Cantu	Rosie Cantu	10/12/2011 05:04 PM

Auditor's Office Monica Badillo 10/14/2011 05:12 PM

Form Started By: Gricelda Villarreal Started On: 10/12/2011 02:49 PM

Final Approval Date: 10/14/2011

Bid No: 2011-268-00-00CGA	Buyer III: GRISELDA (CRIS) AYALA	Tel. No: (956) 318-2626

DRAFT

REQUEST FOR BIDS

Hidalgo County
Edinburg, Texas

RFB EN-1 Road Stabilizer Material-Hidalgo County
_____, 2011

Contact Person:

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

(956) 318-2626

Form HCPD-03

1. Sealed bids will be received for **"RFB EN-1 Road Stabilizer Material-Hidalgo County,"** in accordance with the specifications attached hereto as Exhibit "A." Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required, with the bidders name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **BID NO.: 2011-268-00-00CGA- "RFB EN-1 Road Stabilizer Material-Hidalgo County"** and in County's Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, _____, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "RFB 2011-268-00-00CGA- EN-1 Road Stabilizer Material-Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

DRAFT

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"RFB EN-1 Road Stabilizer Material-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditors' Office
Ray Eufracio, Auditor
2808 So. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**, 2011**
Award of Contract	_____, 20__
Commence Work or Deliver Products	_____, 20__

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

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or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not

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meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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Bid
for
RFB EN-1 Road Stabilizer Material-Hidalgo County
Bid No: 2011-268-00-00CGA
November __, 2011

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281- New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

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EXHIBIT "A"

HIDALGO COUNTY
"EN-1 ROAD STABILIZER MATERIAL"
BID NO.: 2011-268-00-00-CGA

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.

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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.

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V. REQUIREMENTS:

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

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).

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

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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.**

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- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO: cris.villarreal@co.hidalgo.tx.us , BY NO LATER THAN**, Wednesday, October_____, 2011 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, October___, 2011 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

VII. 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.

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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.

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

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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.**

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EXHIBIT “B”

HIDALGO COUNTY
“EN-1 ROAD STABILIZER MATERIAL”
Bid No.: 2011-268-00-00CGA

BID PAGE

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EXHIBIT **"B"**

HIDALGO COUNTY
"EN-1 ROAD STABILIZER MATERIAL"
BID NO.: 2011-268-00-00-CGA

BID PAGE

MATERIAL DESCRIPTION	BID PRICE
EN-1 ROAD STABILIZER (5 gal containers)	**$**

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NO.'S:	
CELLULAR & BEEPER NO.'S:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
EMAIL ADDRESS: (IF AVAILABLE)	

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REQUIREMENTS AGREEMENT
C-11-268-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____**, 2011** and between _____ (“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 and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell 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 _____ to _____ 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,

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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
1615 S. Closner, Ste. J
Edinburg, Texas 78539

If to Seller:

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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 insure 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

DRAFT

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, _____.

APPROVED AS TO FORM:
ATLAS & HALL L.L.P.

By:_____

Date:_____

DRAFT

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:_____

By:_____

Printed Name:_____

Title:_____

DRAFT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Gloria Beltran

FROM: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

DATE: October 5, 2011

RE: RFB- "EN-1 Road Stabilizer Material for Hidalgo County "

Enclosed for your review are the following specifications for the above reference project so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all our requirements by signing below and marking approve or disapprove and return back by Wednesday, October 12, 2011.

If you have any questions, please call me at 318-2626.

APPROVE ✓ 1-1342-431-03-121-041-0-771 DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 1-1302-431-03-121-035-0-673 PRECINCT NO: 1

Noe Montes — NOE Montes — 10 - -11

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
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ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Gloria Beltran

FROM: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

DATE: October 5, 2011

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If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: _____ PRECINCT NO: 4

Joseph Palacios MAB — Joseph Palacios — 10/11/11

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

1-1200-431-00-124-007-0-673

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
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ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Gloria Beltran

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Hidalgo County Purchasing Department

DATE: October 5, 2011

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If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: _____ PRECINCT NO: 4

Joseph Palacios MAB — Joseph Palacios — 10/11/11

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

1-1200-431-00-124-007-0-673

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
OCT 12 2011

MEMORANDUM

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ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
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TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Gloria Beltran

FROM: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

DATE: October 5, 2011

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Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all our requirements by signing below and marking approve or disapprove and return back by Wednesday, October 12, 2011.

If you have any questions, please call me at 318-2626.

APPROVE ☐ DISAPPROVE ☐

FUNDS AVAILABILITY: _____Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 1200.431.00.122006.0479 Account # Depens also on Project. PRECINCT NO: 2

Ricardo Cuellar RICARDO CUELLAR 10/11/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

AI-29071 **9. F.**

CC CONSENT

Meeting Date: 10/18/2011

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 the Hidalgo County Headstart Department.

BACKGROUND

Attachments

Headstart 10.18.11

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	10/13/2011 08:42 AM
Budget & Management	Angela Garcia	10/13/2011 09:01 AM
Roland Garcia	Rolando Garcia	10/13/2011 01:20 PM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Ovidio Gonzalez Started On: 10/12/2011 10:19 AM

Final Approval Date: 10/14/2011

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	HIDALGO COUNTY HEAD START PROGRAM
Billing Address:	P.O BOX 0117 EDINBURG, TX 78541
Fuel Card Manager:	ELMA KELLER
	This person can not have use of the fuel card
Phone Number:	(956)383-0706 **County Email:**
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	Elma P. Keller Elma P. Keller
	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**
Nicolas Castillo	07/07/1969	004368		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

AI-29068 **9. G.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Application for Payment No. 2 in the amount of $82,088.55 from Asago Construction, contracted vendor for Balli Estates Subdivision as reviewed and submitted by project engineer TEDSI Infrastructure Group (C-CAP-11-127-05-23).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-063-0-73X

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

BUDGETARY IMPACT:

PO #663394 for Asago, LLC, d/b/a Asago Construction in relation to Balli Estates S/D

Obj. 733 "Drainage Ditches"- Amount available as of 10-13-11 $18.574.00
Obj. 731 "Roads"- Amount available as of 10-13-11 $330,378.75

Attachments

Application for Payment No.2 Balli Estates Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	10/12/2011 11:12 AM
Purchasing Department	Nielda Cavazos	10/12/2011 03:00 PM
Budget & Management	Merlen P. Munoz	10/12/2011 03:01 PM
Ivan Cantu	Ivan Cantu	10/13/2011 03:58 PM
Auditor's Office	Arcilia Duran	10/14/2011 04:06 PM

Form Started By: Marcie Jackson Started On: 10/12/2011 10:07 AM

Final Approval Date: 10/14/2011

APPLICATION FOR PAYMENT NO. 2

To: HIDALGO COUNTY (OWNER)
From: ASAGO, LLC dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-11-127-05-23
Project: ROAD AND DRAINAGE CONSTRUCTION FOR BALLI ESTATES SUBDIVISION
Owner's Contract No. C-CAP-11-127-05-23 Engineer's Project No. _____
For Work accomplished through the date of: September 30, 2011

1. Original Contract Price:	$394,493.00
2. Net change by Change Order and Written Agreements(+or-):	$75,700.75
3. Current Contract Price (1 plus 2):	$470,193.75
4. Total completed and stored to date:	$207,650.00
5. Retainage (per Agreement):	
5% of completed Work: $16,444.55	
_____ of stored material _____	
Total Retainage:	$16,444.55
6. Total completed and stored to date less retainage (4 minus 5)	$191,205.45
7. Less previous Application for Payments:	$109,116.90
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$82,088.55

10% 1st Appl. $ 12,124.10
5% 2nd Appl. $+ 4,320.45

Accompanying Documentation:

ReQ.# 202189 P.O.# 663394
1-1312-431-00-121-063-0-731 → $71,695.00
⟨-3,584.75⟩ = $68,110.25

ReQ. # 202189 P.O.# 663394
1-1312-431-00-121-063-0-733 → $ 14,714.00
⟨-735.70⟩ = $13,978.30

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: _____

ASAGO, LLC dba ASAGO CONSTRUCTION
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____ day of _____

_____
Raul Iglesias, Partner

_____
Notary Public
My Commission expires: _____

TEDSI Infrastructure Group Inc
ENGINEER

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: _____

_____
Jose A .Sanchez, P.E.

Asago, LLC dba Asago Construction Contractor Name
08/25/2011 Starting Date
02/02/2012 Project Ending Date
5% Retainage Percent

Application No: **2**
Application Date: **10/05/2011**
Period To: **09/30/2011**
Engineer Firm: **TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1 (10% Ret)	Payment Application No 2 (5% Ret)	Total To Date	Balance To Finish	Retainage (10%&5%)	Net	Payment To Date	Payment Due
3C1080063	Balli Estates	$394,493.00	$470,193.75	$121,241.00	$86,409.00	$207,650.00	$262,543.75	$16,444.55	$191,205.45	$109,116.90	$82,088.55

Estimate Quantity Update Worksheet

Date: October 5, 2011

Colonia: Balli Estates Subdivision
Roadway: Thelma, Minnie, Sandra, W Balli, E Bally, N Balli, Cynthia
Control: 3C1080063
Project No: C-CAP-11-127-05-23
County: Hidalgo
Est. No: 2
Work Type: Paving & Drainage
Limits: 6080'
From: Lott Rd
To: North Balli

Contractor: Asago, LLC dba Asago Construction
Original Contract Price: $394,493.00
Change Orders: $75,700.75
Total Contract Price: $470,193.75
Work Done To Date.: $207,650.00
% Complete: 44.2%
Date Began: August 25, 2011
Contract Time (calendar days): 165
Time Charged: 37
% Time Used: 22.4%

Item	Description	Unit	Qty	Unit Price	Project Amount	09-03-2011 THRU 09-30-2011		
						Monthly Qty	Qty to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE							
	(902) PRELIMINARY ENGINEERING							
	(903) CONSTRUCTION ENGINEERING							
	(904) RIGHT-OF-WAY							
	(905) ROADWAY							
0104	REMOVING CONC (DRIVEWAYS)	SY	111	$13.00	$1,443.00		111	$0.00
0104	REMOVING CONC (CURB)	LF	192	$10.00	$1,920.00		192	$0.00
0104	REMOVE CONC PAVEMENT AND CURB	SY	4601	$8.00	$36,808.00		4601	$0.00
0104	REMOVE CONC GUTTER AND APRON	LF	282	$13.00	$3,666.00	36	282	$468.00
0110	EXCAVATION (ROADWAY)	CY	283	$20.00	$5,660.00		283	$0.00
0132	ENBANKMENT (FINAL)(ORD COMP)(TY C)	CY	38	$30.00	$1,140.00		38	$0.00
0247	FL BS (CMP IN PLC)(TY E GR 4)(FINAL POS)	SY	4726	$8.00	$37,808.00		4726	$0.00
0251	REWORK BS MTL (TY D)(8")(DENS CONT)	SY	15441	$2.00	$30,882.00	8704	8704	$17,408.00
0310	PRIME COAT (MC-30)	GAL	4010	$7.00	$28,070.00		0	$0.00
0340	D-GR HMA(METH) TY-D SAC-B PG64-22	SY	20041	$7.00	$140,287.00		0	$0.00
0500	MOBILIZATION	LS	1	$900.00	$900.00		1	$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$1,000.00	$4,000.00		1	$0.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	191	$9.00	$1,719.00		0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	1200	$1.00	$1,200.00		0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	1760	$1.00	$1,760.00		0	$0.00
2500	EN-1 TRT (NEW BASE)(8")	SY	4726	$1.00	$4,726.00	2350	2350	$2,350.00
2500	EN-1 TRT (EXIST MATL)(8")	SY	15441	$1.00	$15,441.00	8704	8704	$8,704.00
2500	EN-1 ROADBOND (0.0075 GAL/SY)	GAL	155	$175.00	$27,125.00	74	74	$12,950.00
0105	REMOV STAB BASE AND ASPH PAV(2"-8")	SY	9113	$2.75	$25,060.75	5260		$14,465.00
0132	EMBANKMENT (FINAL)(ORD C OMP0(TY D)	CY	2278.25	$4.00	$9,113.00	646.25		$2,585.00
2500	EN-1 TRT SUBGRADE	SY	9113	$4.00	$36,452.00	2535		$10,140.00
2500	EN-1 ROADBOND (0.0056 GAL.SY)	GAL	29	$175.00	$5,075.00	15		$2,625.00
			SUBTOTAL		$420,255.75		SUBTOTAL	$71,695.00
	(906) DRAINAGE							
0529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	2379	$12.00	$28,548.00	727	2379	$8,724.00
0529	CONC CURB (TY A)(BARRIER)	LF	192	$10.00	$1,920.00	48	192	$480.00
0529	CONC (TY A) VALLEY GUTTER AND APRON	LF	282	$40.00	$11,280.00	98	282	$3,920.00
0530	DRIVEWAYS (CONC)	SY	111	$30.00	$3,330.00	53	111	$1,590.00
0764	CLEANING STORM SEWER (PIPE)(19"-24" DIA)	LF	386	$10.00	$3,860.00		0	$0.00
5049	BIODRD EROSION CONTROL LOGS (8"DIA)	LF	40	$25.00	$1,000.00		40	$0.00
			SUBTOTAL		49,938.00		SUBTOTAL	$14,714.00
			TOTAL		470,193.75			

Monthly Totals:	$86,409.00
Adminstrative (901)	
Preliminary Engineering (902)	
Construction Engineering (903)	
Right of Way (904)	
Roadway (905)	$71,695.00
Drainage (906)	$14,714.00

Total to Date
Roadway (905) $161,572.00
Drainage (906) $46,078.00
Total $207,650.00

Checked By:
Signature: _____
Printed Name: Jose A. Sanchez
TEDSI Infrastructure Group

Date: October 5, 2011

AI-29061 **9. H.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment on Invoice #4701 in the amount of $17,180.00 with Guzman & Munoz Engineering with Contract #C-11-111-04-19 and Work Authorization #6 PO#664785 for Professional Engineering Services for Colonia Lucero Del Norte Drainage Improvements at Mile 11 North and Mile 2 West with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-094-0-733

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

BUDGETARY IMPACT:

PO #664785 for Guzman & Munoz Engineering
Amount available as of 10-13-11 $56,920.80 in relation to drainage improvements engineering services for Colonia Lucero Del Norte.

Attachments

INVOICE DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	10/12/2011 03:05 PM
Budget & Management	Merlen P. Munoz	10/12/2011 03:10 PM
Ivan Cantu	Ivan Cantu	10/13/2011 10:38 AM
Auditor's Office	Arcilia Duran	10/14/2011 04:15 PM

Form Started By: Vangie Garcia Started On: 10/11/2011 05:04 PM

Final Approval Date: 10/14/2011

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

INVOICE

Invoice #4701
Date: 10/06/2011

Bill To:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

For:
Work Autorization No. 006, ColoniaLucero Del Norte
Mile 11 North & Mile 2 West, Drainage Improvements
Contract No. C-11-111-04-19
Purchase Order # 664785
$56,920.80

DESCRIPTION	Contract Amount	Previous Applications	Current Completed	Total Completed	% Complete	Balance to Finish
Preliminary Eng. Plans & Specs Approved By locality	$17,180.00	$0.00	$17,180.00	$17,180.00	100%	$0.00
Plans & Specs Approved By Regulatory Agencies - (Includes 2 easements @ $2,500.00 Ea. = $5,000.00)	$25,820.00	$0.00	$0.00	$0.00	0%	$25,820.00
Completion of Bid advertisement, contract award and notice to proceed.	$8,540.00	$0.00	$0.00	$0.00	0%	$8,540.00
Submittal of As Built plans to locality	$5,380.80	$0.00	$0.00	$0.00	0%	$5,380.80
Totals	**$56,920.80**	**$0.00**	**$17,180.00**	**$17,180.00**	**30.18%**	**$39,740.80**

ORGINAL CONTRACT SUM	$56,920.80
CHANGE BY CHANGE ORDER	$0.00
CONTRACT SUM TO DATE	$56,920.80
TOTAL COMPLETE TO DATE	$17,180.00
LESS PREVIOUS INVOICES	$0.00
CURRENT PAYMENT DUE	**$17,180.00**

Jose Luis Muñoz

1-1342-431-00-121-094-0-733

Po 664785

INVOICE RECEIVED BY
on 10-11-11
GOODS/SERVICES RECEIVED BY:
on

Guzman & Munoz Engineering and Surveying Inc.
2020 E. Expressway 83, Mercedes, Texas 78570

Invoice # 4701
Date: 10/6/2011

WORK AUTHORIZATION No. 006 - PO # 664785, Colonia Lucero Del Norte
Drainage Improvements Project (Mile 11 N. & Mile 2 West)

GMES TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	TOTAL COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:						
1.1	PRELIMINARY PROJECT KICK-OFF MEETING	BASIC	$800.00	100%	$800.00	$0.00	$800.00
1.2	OBTAIN EXISTING PLANS AND REPORTS	BASIC	$1,490.00	100%	$1,490.00	$0.00	$1,490.00
1.3	REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR ENGINEERING DESIGN	BASIC	$5,800.00	100%	$5,800.00	$0.00	$5,800.00
1.4	PREPARE PRELIMINARY PLANS AND SPECIFICATIONS	BASIC	$4,080.00	100%	$4,080.00	$0.00	$4,080.00
1.5	PREPARE COST ESTIMATES	BASIC	$2,250.00	100%	$2,250.00	$0.00	$2,250.00
1.6	SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW	BASIC	$1,770.00	100%	$1,770.00	$0.00	$1,770.00
1.7	1.7 ADDRESS REVIEW COMMENTS FROM OWNER	BASIC	$990.00	100%	$990.00	$0.00	$990.00
	SUB-TOTAL PHASE 1		$17,180.00	100%	$17,180.00	$0.00	$17,180.00
	2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:						
2.1	PREPARE FINAL PLANS	BASIC	$6,820.00	0%	$0.00	$0.00	$0.00
2.2	CONDUCT QUALITY ASSURANCE AND CONTROL	BASIC	$1,610.00	0%	$0.00	$0.00	$0.00
2.3	PREPARE FINAL PROJECT SPECIFICATIONS	BASIC	$6,060.00	0%	$0.00	$0.00	$0.00
2.4	PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW	BASIC	$1,125.00	0%	$0.00	$0.00	$0.00
2.5	REVISE FINAL PLANS AFTER REVIEW BY REGULATORY AGENCIES	BASIC	$3,180.00	0%	$0.00	$0.00	$0.00
2.6	PREPARE MATERIALS SCHEDULES FOR OWNER	BASIC	$2,460.00	0%	$0.00	$0.00	$0.00
2.7	PREPARE FINAL COST ESTIMATE	BASIC	$1,835.00	0%	$0.00	$0.00	$0.00
2.8	COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION	BASIC	$2,730.00	0%	$0.00	$0.00	$0.00
	SUB-TOTAL PHASE 2		$25,820.00	0%	$0.00	$0.00	$0.00
	3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE						
3.1	PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE	BASIC	$1,450.00	0%	$0.00	$0.00	$0.00
3.2	CONDUCT PERIODIC INSPECTIONS	BASIC	$5,300.00	0%	$0.00	$0.00	$0.00
3.3	ASSIST WITH CONFLICTS AND RFI REQUESTS	BASIC	$410.00	0%	$0.00	$0.00	$0.00
3.4	REVIEW SHOP DRAWINGS	BASIC	$320.00	0%	$0.00	$0.00	$0.00
3.5	CONDUCT FINAL INSPECTION	BASIC	$280.00	0%	$0.00	$0.00	$0.00
3.6	PREPARE PUNCH LIST	BASIC	$460.00	0%	$0.00	$0.00	$0.00
3.7	PREPARE AS-BUILT PLANS	BASIC	$320.00	0%	$0.00	$0.00	$0.00
	SUB-TOTAL PHASE 3		$8,540.00	0%	$0.00	$0.00	$0.00
	4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:						
4.1	SURVEY FOR AS BUILT PLANS	BASIC	$2,850.80	0%	$0.00	$0.00	$0.00
4.2	DRAFTING OF AS BUILT PLANS	BASIC	$1,080.00	0%	$0.00	$0.00	$0.00
4.3	REVIEW AS BUILT PLANS	BASIC	$400.00	0%	$0.00	$0.00	$0.00
4.4	SUBMIT AS BUILT PLANS TO OWNER	BASIC	$330.00	0%	$0.00	$0.00	$0.00
4.5	CLOSE OUT DOCUMENTS TO OWNER	BASIC	$720.00	0%	$0.00	$0.00	$0.00
	SUB-TOTAL PHASE 2		$5,380.80	0%	$0.00	$0.00	$0.00
	TOTAL ENGINEERING SERVICES LABOR COST		**$56,920.80**	**30.18%**	**$17,180.00**	**$0.00**	**$17,180.00**
	AMOUNT DUE THIS INVOICE:					**$17,180.00**	

AI-29057 **9. I.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment on Invoice #4702 in the amount of $41,127.75 with Guzman & Munoz Engineering with Contract #C-11-111-04-19 amid Work Authorization #4-PO#664443 for Professional Engineering Services for Improvements to Mile 17 North Road, from FM 3071 (Mile 4 West), west 2,720 Feet and From FM 1015 (Mile 3 West), east 400 Feet with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-085-0-731

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

BUDGETARY IMPACT:

PO #664443 for Guzman & Munoz Engineering

Amount available as of 10-13-11 $77,837.00 in relation to WA #4 Engineering services in relation to Mile 17N(FM 88-FM 1015).

Attachments

INVOICE DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2011 10:11 AM
Budget & Management	Merlen P. Munoz	10/12/2011 11:22 AM
Ivan Cantu	Ivan Cantu	10/13/2011 09:45 AM
Auditor's Office	Arcilia Duran	10/14/2011 04:15 PM

Form Started By: Vangie Garcia Started On: 10/11/2011 04:36 PM

Final Approval Date: 10/14/2011

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

INVOICE

INVOICE #4702
DATE: 10/6/2011

BIII TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

FOR:
Paving & Drainage Improvement to Mile 17 North Road, From FM88 (Mile 5 West) west, 2,720 Feet and From FM 1015 (Mile 3 West) east, 400 Feet
Contract No. C-11-111-04-19
Work Order # 4-Purchase Order # 664443
$77,837.00

DESCRIPTION	CONTRACT AMOUNT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPLETE	BALANCE TO FINISH
Preliminary Eng. Plans & Specs Approved By locality	$13,709.25	$0	$13,709.25	$13,709.25	100%	$0
Plans & Specs Approved By Regulatory Agencies	$27,418.50	$0	$27,418.50	$27,418.50	100%	$0
Completion of Bid advertisement, contract award and notice to proceed.	$8,225.55	$0	$0	$0	0%	$8,225.55
Submittal of As Built plans to locality	$5,483.70	$0	$0	$0	0%	$5,483.70
Special Service – TxDOT Intersection Traffic Study	$23,000.00	$0	$0	$0	0%	$23,000.00
Totals	**$77,837.00**	**$0**	**$41,127.75**	**$41,127.75**	**52.8%**	**$36,709.25**

ORGINAL CONTRACT SUM	**$77,837.00**
CHANGE BY CHANGE ORDER	$0.00
CONTRACT SUM TO DATE	$77,837.00
TOTAL COMPLETE TO DATE	$41,127.75
LESS PREVIOUS INVOICES	$0.00
CURRENT PAYMENT DUE	**$41,127.75**

Project Manager's Signature

1-1342-431-00-121-085-0-731
PO 664443

INVOICE RECEIVED BY
_____ on 10-7-11
GOODS/SERVICES RECEIVED BY:
_____ on _____

Guzman & Munoz Engineering and Surveying Inc,

WORK AUTHORIZATION No. 004 - Mile 17 North Road from, FM 3071 (Mile 4 West), west 2,720 Feet and From FM 1015 (Mile 3 West), east 400 Feet

GMES TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	TOTAL COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:						
1.1	PRELIMINARY PROJECT KICK-OFF MEETING	BASIC	$1,165.00	100%	$1,165.00	$0.00	$1,165.00
1.2	OBTAIN EXISTING PLANS AND REPORTS	BASIC	$705.00	100%	$705.00	$0.00	$705.00
1.3	REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR ENGINEERING DESIGN	BASIC	$4,380.00	100%	$4,380.00	$0.00	$4,380.00
1.4	PREPARE PRELIMINARY PLANS AND SPECIFICATIONS	BASIC	$3,685.00	100%	$3,685.00	$0.00	$3,685.00
1.5	PREPARE COST ESTIMATES	BASIC	$970.00	100%	$970.00	$0.00	$970.00
1.6	SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW	BASIC	$640.00	100%	$640.00	$0.00	$640.00
1.7	1.7 ADDRESS REVIEW COMMENTS FROM OWNER	BASIC	$2,164.25	100%	$2,164.25	$0.00	$2,164.25
	SUB-TOTAL PHASE 1		$13,709.25	100%	$13,709.25	$0.00	$13,709.25
	2. PLANS & SPECIFICATSONS APPROVED BY REGULATORY AGENCIES PHASE:						
2.1	PREPARE FINAL PLANS	BASIC	$8,320.00	100%	$8,320.00	$0.00	$8,320.00
2.2	CONDUCT QUALITY ASSURANCE AND CONTROL	BASIC	$1,255.00	100%	$1,255.00	$0.00	$1,255.00
2.3	PREPARE FINAL PROJECT SPECIFICATIONS	BASIC	$5,800.00	100%	$5,800.00	$0.00	$5,800.00
2.4	PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW	BASIC	$2,280.00	100%	$2,280.00	$0.00	$2,280.00
2.5	REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES	BASIC	$3,280.00	100%	$3,280.00	$0.00	$3,280.00
2.6	PREPARE MATERIALS SCHEDULES FOR OWNER	BASIC	$1,713.50	100%	$1,713.50	$0.00	$1,713.50
2.7	PREPARE FINAL COST ESTIMATE	BASIC	$3,040.00	100%	$3,040.00	$0.00	$3,040.00
2.8	COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION	BASIC	$1,730.00	100%	$1,730.00	$0.00	$1,730.00
	SUB-TOTAL PHASE 2		$27,418.50	100%	$27,418.50	$0.00	$27,418.50
	3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE						
3.1	PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE	BASIC	$765.00	0%	$0.00	$0.00	$0.00
3.2	CONDUCT PERIODIC INSPECTIONS	BASIC	$4,420.00	0%	$0.00	$0.00	$0.00
3.3	ASSIST WITH CONFLICTS AND RFI REQUESTS	BASIC	$1,055.00	0%	$0.00	$0.00	$0.00
3.4	REVIEW SHOP DRAWINGS	BASIC	$985.55	0%	$0.00	$0.00	$0.00
3.5	CONDUCT FINAL INSPECTION	BASIC	$540.00	0%	$0.00	$0.00	$0.00
3.6	PREPARE PUNCH LIST	BASIC	$140.00	0%	$0.00	$0.00	$0.00
3.7	PREPARE AS-BUILT PLANS	BASIC	$320.00	0%	$0.00	$0.00	$0.00
	SUB-TOTAL PHASE 3		$8,225.55	0%	$0.00	$0.00	$0.00
	4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:						
4.1	SURVEY FOR AS BUILT PLANS	BASIC	$1,820.00	0%	$0.00	$0.00	$0.00
4.2	DRAFTING OF AS BUILT PLANS	BASIC	$860.00	0%	$0.00	$0.00	$0.00
4.3	REVIEW AS BUILT PLANS	BASIC	$725.00	0%	$0.00	$0.00	$0.00
4.4	SUBMIT AS BUILT PLANS TO OWNER	BASIC	$750.00	0%	$0.00	$0.00	$0.00
4.5	CLOSE OUT DOCUMENTS TO OWNER	BASIC	$1,328.70	0%	$0.00	$0.00	$0.00
	SUB-TOTAL PHASE 2		$5,483.70	0%	$0.00	$0.00	$0.00
	TOTAL ENGINEERING SERVICES LABOR COST		**$54,837.00**		**$41,127.75**	**$0.00**	**$41,127.75**
	SPECIAL SERVICE - TxDOT INTERSECTION TRAFFIC STUDY	Special	$23,000.00				
	Total Contract Amount		**$77,837.00**	**52.84%**	**$41,127.75**		
	AMOUNT DUE THIS INVOICE:					**$41,127.75**	



AI-29054 **9. J.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of cancellation of requisition numbers as reflected and approved by CC on previous AI# 28762 on September 27, 2011 on Work Authorization No. 5 from requisition #203158 to the new number of 203918 and Work Authorization No. 6 from requistion #203160 to the new number of 203921 inasmuch as Precinct One needed to classify under proper object code so as to free up the funding and be able to move into the proper accounts.

BACKGROUND

Work Authorization No. 4 with the referenced requisition remained the same, no changes were made.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-095-0-733

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

BUDGETARY IMPACT:

PO #664784 (Req #203918) for Guzman & Munoz Engineering

Amount available as of 10-13-11 $36,695.22 in relation to Drainage Improvements for Colonia Adams & Black

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-094-0-73X

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

BUDGETARY IMPACT:

PO #664785 (req #203921) for Guzman & Munoz Engineering

Amount available as of 10-13-11 $56,920.80 in relation to Drainage Improvements for Colonia Lucero Del Norte

Attachments

PREVIOUS AGENDA DOCUMENTATION

CORRESPONDENCE

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2011 10:11 AM
Budget & Management	Merlen P. Munoz	10/12/2011 11:09 AM
Ivan Cantu	Ivan Cantu	10/13/2011 09:35 AM

Auditor's Office Arcilia Duran 10/14/2011 04:15 PM

Form Started By: Vangie Garcia Started On: 10/11/2011 03:58 PM

Final Approval Date: 10/14/2011

HIDALGO COUNTY

Professional Engineering Services

Contract # C-11-111-04-19

Work Authorization Form

WORK AUTHORIZATION NO. 005

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Guzman & Munoz Engineering and Surveying Inc.**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering, Services for Drainage Improvements to Colonia Adams & Black (Mile 10.5 North and Mile 3 West).

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 36,695.22. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6 thru 6.5 and all applicable sections of the Agreement.**

PART 4. FUNDING

This Work Authorization No.005 shall be funded through funding source:
Account No. 1-1342-431-00-121-095-0-731 & 733
Requisition Number 203158

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on April, 30, 2012 as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #1,** Commissioner as to content and detail of this **Work Authorization No.**005.

HIDALGO COUNTY PRECINCT # 1 JOEL QUINTANILLA.

BY: _____

Joel Quintanilla, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 09/27/11 as indicated below and effective as of 27th day of September, 2011.

THE ENGINEER:
Guzman & Muñoz Engineering & Surveying Inc.

By: Jose Luis Muñoz, P.E., SIT President

THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 9/27/11

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

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

EXHIBIT "A"

Scope of Services
Provided by Owner

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 1

Colonia Adams & Black Drainage Study and Improvements

Scope of Services

1. The following provides an outline of the services to be provided by OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from local, regional, State and Federal agencies that the ENGINEER cannot easily obtain as required.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly indentified in Attachment "B" of the Agreement.

10. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

11. Review and approve the Project design criteria.

12. Review and approve change orders if required and prepared by the ENGINEER.

EXHIBIT "B"

Scope of Services
Provided by Engineer

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 1

Colonia Adams & Black Drainage Study and Improvements

Scope of Services

This project consists of providing all necessary bid pack documentation, as well as construction plans, surveying for the Colonia Adams & Black Drainage Study and Improvements.

The following is the work to be done for this project:

1. Drainage Study and Drainage Improvements Project
    a. Conduct a topographic survey for the project area.
    b. Study drainage Issues and recommend improvements
    c. Generate plans and profiles for the proposed project.
    d. Provide site visits to monitor construction progress.
    e. Review pay request and make recommendations
    f. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
    g. Generate As-Built plans for the County upon project completion.

Please find attached as Exhibit "D" a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #1.

EXHIBIT "C"

Work Schedule

GM

WA 005 Exhibit C-Work Schedule.xlsx

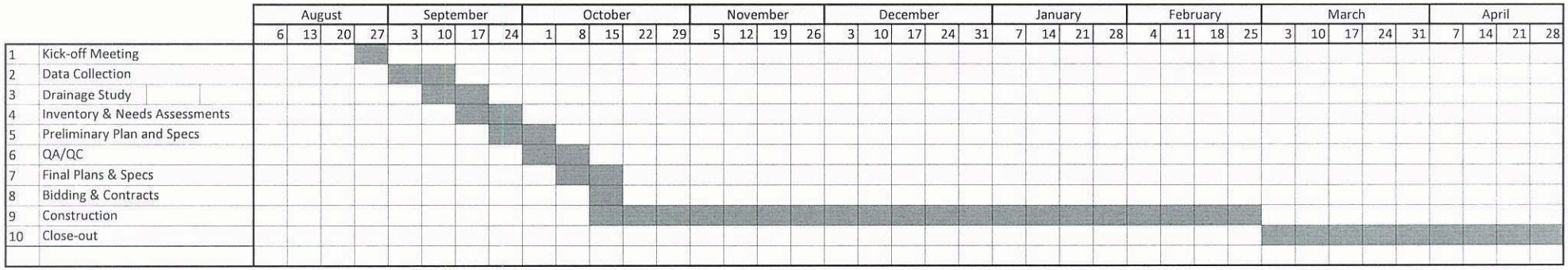


EXHIBIT "D"

Estimated Cost Proposal

EXHIBIT "D"

ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST
HIDALGO COUNTY PCT. 1 -COLONIA ADAMS & BLACK DRAINAGE IMPROVEMENTS PROJECT
(Mile 10.5 North & Mile 3 West)

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
Drainage Improvements					
1	Roadside Drainage Swale Cut & Reshape (Lt. & Rt.)	30	STA.	$400.00	$11,800.00
2	18" RCP Culvert (Driveways)	1,220	L.F.	$36.00	$43,920.00
3	18" Concrete Saftey End Treatment	0	EA.	$700.00	$0.00
4	24" RCP Equalizer	120	L.F.	$48.00	$5,760.00
5	Concrete Headwall for 24" RCP (Equalizer)	6	EA.	$400.00	$2,400.00
6	Caliche Driveway Repair	1,200	L.F.	$4.00	$4,800.00
7	Asphalt Driveway Repair	0	L.F.	$7.00	$0.00
8	Concrete Driveway Repair	0	L.F.	$12.00	$0.00
9	36" RCP (for Grated Drop Inlet Connections to Ditch)	550	L.F.	$65.00	$35,750.00
10	Clean & Reshape Field Drain Ditch	27	STA.	$500.00	$13,500.00
11	4' X 6' Grated Drop Inlet	3	EA.	$4,000.00	$12,000.00
12	36" RCP Bored under Mile 3 West (Labor Only)	170	L.F.	$100.00	$17,000.00
13	Concrete Rip-Rap (20' X 40')	0	L.S.	$5,000.00	$0.00
14	Barricades, Signs & Traffic Control Plan per TxDOT TMUTCD (For Entire Project)	1	L.S.	$1,000.00	$1,000.00
15	Mobilization (Entire Project)	1	L.S.	$1,000.00	$1,000.00
	Estimated Construction Cost				$148,930.00
16	Contingency				$14,893.00
	Total Probable Engineers Estimated Construction Cost				**$163,823.00**

EXHIBIT "D"

ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST
HIDALGO COUNTY PCT. 1 -COLONIA ADAMS & BLACK DRAINAGE IMPROVEMENTS PROJECT
(Mile 10.5 North & Mile 3 West)

	Total Probable Engineers Estimated Construction Cost				$163,823.00
Engineering, Surveying and Special Services					
a.	Topography Surveying for Study & Design	2920	L.F.	$3.00 / L.F.	$8,760.00
b.	Drainage Study Fee	1	L.S.		$5,000.00
c.	Eng. Design based on Drainage Study Fee	at	10%		$16,382.30
d.	Const. Phase Services / Daily Inspection Fee	at	4%		$6,552.92
	Total Engineers Services				$36,695.22
	Drainage Engineering Cost	$5,000.00			
	Engineering & Surveying Cost	$31,695.22			
	Total	$36,695.22			

EXHIBIT D
TASKS FEES BY MANHOURS & RATES

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

WORK AUTHORIZATION No. 005 - Colonia Adams & Black (Mile 10 1/2 North & Mile 3 West)

GMES TASK	DESCRIPTION OF WORK TASK	PRINCIPAL HOURS	PROJECT ENGINEER HOURS	PROJECT MANAGER HOURS	EIT HOURS	TECH / CADD HOURS	CLERICAL HOURS	SURVEYOR HOURS	3 PERSON SURVEY CREW	INSPECTOR HOURS	TOTAL HOURS	TOTAL COST PER TASK
	1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:											
1.1	PRELIMINARY PROJECT KICK-OFF MEETING	1	1	2	1						5	$680.00
1.2	OBTAIN EXISTING PLANS AND REPORTS			2	2	4	2				10	$930.00
1.3	REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR EDGINEERING DESIGN, SCOPE FOR GEOTECHNICAL		1					3	16		20	$2,560.00
1.4	PREPARE PRELIMINARY PLANS AND SPECIFICATIONS	1	3	2	4	12					22	$2,300.00
1.5	PREPARE COST ESTIMATES		1	4	4	4	2				15	$1,530.00
1.6	SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW	1	1	1	4	4	2				13	$1,290.00
1.7	ADDRESS REVIEW COMMENTS FROM OWNER			1	3	3	1				8	$755.00
	TOTAL PRELIMINARY PHASE	3	7	12	18	27	7	3	16	0	93	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 1	$540.00	$840.00	$1,680.00	$1,800.00	$2,430.00	$315.00	$360.00	$2,080.00	$0.00		$10,045.00
	2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:											
2.1	PREPARE FINAL PLANS	1	4	4	4	32	8	4			57	$5,340.00
2.2	CONDUCT QUALITY ASSURANCE AND CONTROL		2	2	2	4	2	3			15	$1,530.00
2.3	PREPARE FINAL PROJECT SPECIFICATIONS		2	2	6	12	8				30	$2,560.00
2.4	PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW		2	2	2	4	1				11	$1,125.00
2.5	REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES		2	2	4	4	2				14	$1,370.00
2.6	PREPARE MATERIALS SCHEDULES FOR OWNER		1	2	4	6	4				17	$1,520.00
2.7	PREPARE FINAL COST ESTIMATE	1	1	2	2	4	3				13	$1,275.00
2.8	COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION	1	1	2	6	6	6				22	$1,990.00
	TOTAL DESIGN PHASE	3	15	18	30	72	34	7	0	0	179	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 2	$540.00	$1,800.00	$2,520.00	$3,000.00	$6,480.00	$1,530.00	$840.00	$0.00	$0.00		$16,710.00
	3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE											
3.1	PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE	1	1	2		2	1			2	9	$945.00
3.2	CONDUCT PERIODIC INSPECTIONS			1						29	30	$2,170.00
3.3	ASSIST WITH CONFLICTS AND RFI REQUESTS			1		3					4	$410.00
3.4	REVIEW SHOP DRAWINGS			1		3					4	$410.00
3.5	CONDUCT FINAL INSPECTION			1						2	3	$280.00
3.6	PREPARE PUNCH LIST			1		3				2	6	$550.00
3.7	PREPARE AS-BUILT PLANS					6				2	8	$680.00
	TOTAL CONSTRUCTION PHASE	1	1	7	0	17	1	0	0	37	64	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 3	$180.00	$120.00	$980.00	$0.00	$1,530.00	$45.00	$0.00	$0.00	$2,590.00		$5,445.00

	4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:											
4.1	SURVEY FOR AS BUILT PLANS							2	16		18	$2,320.00
4.2	DRAFTING OF AS BUILT PLANS					8.058					8.058	$725.22
4.3	REVIEW AS BUILT PLANS			1	1	1				1	4	$400.00
4.4	SUBMIT AS BUILT PLANS TO OWNER						2	2			4	$330.00
4.5	CLOSE OUT DOCUMENTS TO OWNER	1	1	1	1	1	2				7	$720.00
	TOTAL DESIGN PHASE	1	1	2	2	10.058	4	4	16	1	41.058	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 2	$180.00	$120.00	$280.00	$200.00	$905.22	$180.00	$480.00	$2,080.00	$70.00		$4,495.22
	TOTAL ENGINEERING BASIC SERVICES LABOR COST	$1,440.00	$2,880.00	$5,460.00	$5,000.00	$11,345.22	$2,070.00	$1,680.00	$4,160.00	$2,660.00		**$36,695.22**
	TOTAL ENGINEERING BASIC SERVICES LABOR COST FOR ALL CLASSIFICATIONS	**$36,695.22**										
	TOTAL COST	**$36,695.22**										

GM
GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

September 20, 2011

Commissioner Joel Quintanilla
County of Hidalgo, Precinct # 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Colonia Adams & Black (Mile 10 ½ North & Mile 3 West)
Drainage Study and Improvements
Engineering Services Proposal

Commissioner Quintanilla:

It is our pleasure to submit to Hidalgo County Precinct # 1, this proposal for Professional Engineering Services in relation to the above mentioned project and your request for a Work Authorization proposal. Our site visits and preliminary research along with our meeting with you and your staff concerning Colonia Adams & Black and the adjoining areas, has given us an understanding of the required improvements for this project. Based on this information the following are our fees for engineering services:

Topography Surveying for Study & Design	$ 8,760.00
Drainage Study	$ 5,000.00
Engineering Design from Drainage Study Recommendations	$16,382.30
Construction Phase Services/Daily Inspection	$ 6,552.92

We are prepared to proceed with the drainage study and construction plans for the improvements to Colonia Adams & Black and the adjoining areas. The plans will meet all criteria requirements set forth by the County. We will be performing services as follows:

- Topographic Survey
- Drainage Study
- Plans
- Specifications
- Construction Cost Estimates
- Construction Oversight
- Close Out Documentation
- As-Built Plans

This is our best and final offer. Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

Jose L. Muñoz, P.E., S.I.T.
Principal

Hidalgo County Precinct #1
Colonia Adams & Black
Improvements

September 2011

GM GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

2020 E. Expressway 83
Mercedes, Texas 78570
(956) 565-4637

HIDALGO COUNTY

Professional Engineering Services

Contract # C-11-111-04-19

Work Authorization Form

WORK AUTHORIZATION NO. 006

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Guzman & Munoz Engineering and Surveying Inc.**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering, Services for Colonia Lucero Del Norte Drainage Improvements at Mile 11 North and Mile 2 West.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 56,920.80. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6 thru 6.5 and all applicable sections of the Agreement.**

PART 4. FUNDING

This Work Authorization No.010 shall be funded through funding source:
Account No. 1-1342-431-00-121-094-0-731& 732
Requisition Number 203160

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on April, 30, 2012 as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #1,** Commissioner as to content and detail of this **Work Authorization No.010.**

HIDALGO COUNTY PRECINCT # 1 JOEL QUINTANILLA.

BY: _____

Joel Quintanilla, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 09/27/11 as indicated below and effective as of 27th day of September, 2011.

THE ENGINEER:
Guzman & Muñoz Engineering & Surveying Inc.

By: Jose Luis Muñoz, P.E., SIT President

THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS' COURT ON: 9/27/11

LIST OF ATTACHMENTS

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

EXHIBIT "A"

Scope of Services
Provided by Owner

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 1

Colonia Lucero Del Norte Drainage Study and Improvements

Scope of Services

1. The following provides an outline of the services to be provided by OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from local, regional, State and Federal agencies that the ENGINEER cannot easily obtain as required.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly indentified in Attachment "B" of the Agreement.

10. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

11. Review and approve the Project design criteria.

12. Review and approve change orders if required and prepared by the ENGINEER.

EXHIBIT "B"

Scope of Services
Provided by Engineer

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 1

Spanish Palms Subdivision Drainage Study & Improvements

Scope of Services

This project consists of providing all necessary bid pack documentation, as well as construction plans, and surveying for Spanish Palms Subdivision Drainage Study & Improvements.

The following is the work to be done for this project:

1. Drainage Study and Drainage Improvements Project
    a. Conduct a topographic survey for the project area.
    b. Study drainage Issues and recommend improvements
    c. Provide drainage easements documents for acquisition.
    d. Generate plans and profiles for the proposed project.
    e. Provide site visits to monitor construction progress.
    f. Review pay request and make recommendations
    g. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
    h. Generate As-Built plans for the County upon project completion.

Please find attached as Exhibit "D" a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #1.

EXHIBIT "C"

Work Schedule

WA 006 Exhibit C-Work Schedule.xlsx

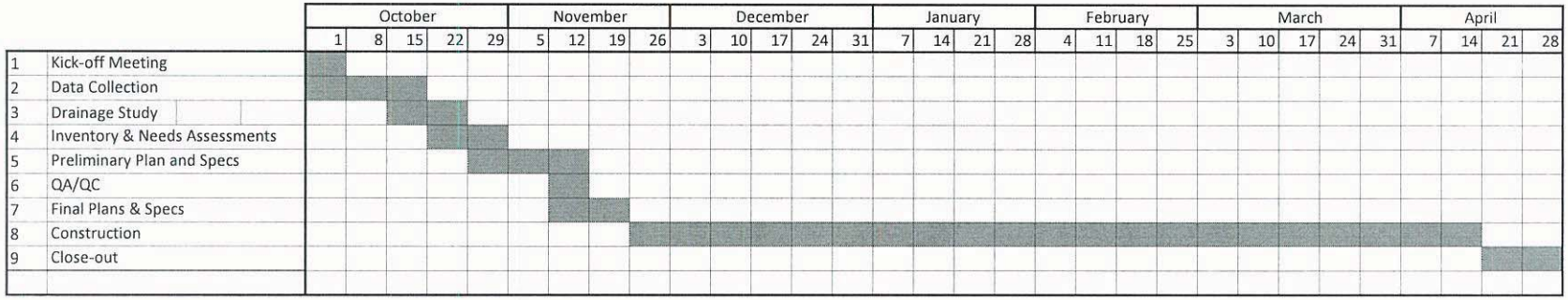


EXHIBIT "D"

Estimated Cost Proposal

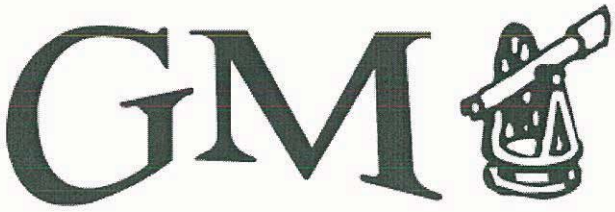


EXHIBIT "D"

ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST
HIDALGO COUNTY PCT. 1 - COLONIA LUCERO DEL NORTE DRAINAGE IMPROVEMENTS PROJECT
(Mile 11 North & Mile 2 West)

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
Drainage Improvements					
1	Existing Drainage Swales Cut & Reshape	70	STA.	$400.00	$28,000.00
2	Remove & Reinstall Existing Fencing (within Swales)	300	L.F.	$10.00	$3,000.00
3	Caliche Driveway Repair	0	L.F.	$4.00	$0.00
4	Asphalt Driveway Repair	0	L.F.	$7.00	$0.00
5	Concrete Wingwalls @ Existing Ditch Discharge	2	EA.	$6,000.00	$12,000.00
6	48" RCP Class III (Open Cut)	520	L.F.	$160.00	$83,200.00
7	Clean & Reshape Field Drain Ditch	13	STA.	$500.00	$6,500.00
8	4' X 7'-5" Type "C-C" Grated Inlet	2	EA.	$4,000.00	$8,000.00
9	MBGF @ Discharge Ditch	0	L.F.	$100.00	$0.00
10	Concrete Rip-Rap (20' X 40')	0	L.S.	$5,000.00	$0.00
11	Barricades, Signs & Traffic Control Plan per TxDOT TMUTCD (For Entire Project)	1	L.S.	$1,000.00	$1,000.00
12	Mobilization (Entire Project)	1	L.S.	$1,000.00	$1,000.00
	Estimated Construction Cost				$142,700.00
13	Contingency				$14,270.00
	Total Probable Engineers Estimated Construction Cost				**$156,970.00**

EXHIBIT "D"

ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST
HIDALGO COUNTY PCT. 1 - COLONIA LUCERO DEL NORTE DRAINAGE IMPROVEMENTS PROJECT
(Mile 11 North & Mile 2 West)

	Total Probable Engineers Estimated Construction Cost				**$156,970.00**
Engineering, Surveying and Special Services					
a.	Topography Surveying for Study & Design	8315	L.F.	$3.00 / L.F.	$24,945.00
b.	Drainage Study Fee	1	L.S.		$5,000.00
c.	Eng. Design based on Drainage Study Fee	at	10%		$15,697.00
d.	Const. Phase Services / Daily Inspection Fee	at	4%		$6,278.80
e.	Drainage Easements (Survey, M&B description & Plat)	2	EA.	$2,500.00	$5,000.00
	Total Engineers Services				**$56,920.80**
	Drainage Engineering Cost	$5,000.00			
	Engineering & Surveying Cost	$51,920.80			
	Total	**$56,920.80**			

EXHIBIT D
TASKS FEES BY MANHOURS & RATES

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

WORK AUTHORIZATION No. 006 - Colonia Lucero Del Norte (Mile 11 North & Mile 2 West)

GMES TASK	DESCRIPTION OF WORK TASK	PRINCIPAL HOURS	PROJECT ENGINEER HOURS	PROJECT MANAGER HOURS	EIT HOURS	TECH / CADD HOURS	CLERICAL HOURS	SURVEYOR HOURS	3 PERSON SURVEY CREW	INSPECTOR HOURS	TOTAL HOURS	TOTAL COST PER TASK
	1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:											
1.1	PRELIMINARY PROJECT KICK-OFF MEETING	1	2	2	1						6	$800.00
1.2	OBTAIN EXISTING PLANS AND REPORTS			2	4	8	2				16	$1,490.00
1.3	REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR EDGINEERING DESIGN, SCOPE FOR GEOTECHNICAL		2					3	40		45	$5,800.00
1.4	PREPARE PRELIMINARY PLANS AND SPECIFICATIONS	2	4	2	8	24					40	$4,080.00
1.5	PREPARE COST ESTIMATES		2	2	2	16	2				24	$2,250.00
1.6	SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW	1	2	1	4	8	2				18	$1,770.00
1.7	ADDRESS REVIEW COMMENTS FROM OWNER			1	4	4	2				11	$990.00
	TOTAL PRELIMINARY PHASE	4	12	10	23	60	8	3	40	0	160	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 1	$720.00	$1,440.00	$1,400.00	$2,300.00	$5,400.00	$360.00	$360.00	$5,200.00	$0.00		$17,180.00
	2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:											
2.1	PREPARE FINAL PLANS	1	4	6	16	32	8	4			71	$6,820.00
2.2	CONDUCT QUALITY ASSURANCE AND CONTROL		1	2	4	4	2	3			16	$1,610.00
2.3	PREPARE FINAL PROJECT SPECIFICATIONS		4	4	16	32	12				68	$6,060.00
2.4	PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW		2	2	2	4	1				11	$1,125.00
2.5	REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES		4	2	8	16	4				34	$3,180.00
2.6	PREPARE MATERIALS SCHEDULES FOR OWNER		1	2	8	12	4				27	$2,460.00
2.7	PREPARE FINAL COST ESTIMATE	1	1	2	4	8	3				19	$1,835.00
2.8	COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION	1	1	2	8	12	6				30	$2,730.00
	TOTAL DESIGN PHASE	3	18	22	66	120	40	7	0	0	276	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 2	$540.00	$2,160.00	$3,080.00	$6,600.00	$10,800.00	$1,800.00	$840.00	$0.00	$0.00		$25,820.00
	3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE											
3.1	PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE	1	1	4		4	2			2	14	$1,450.00
3.2	CONDUCT PERIODIC INSPECTIONS		8	1						60	69	$5,300.00
3.3	ASSIST WITH CONFLICTS AND RFI REQUESTS			1		3					4	$410.00
3.4	REVIEW SHOP DRAWINGS			1		2					3	$320.00
3.5	CONDUCT FINAL INSPECTION			1						2	3	$280.00
3.6	PREPARE PUNCH LIST			1		2				2	5	$460.00
3.7	PREPARE AS-BUILT PLANS					2				2	4	$320.00
	TOTAL CONSTRUCTION PHASE	1	9	9	0	13	2	0	0	68	102	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 3	$180.00	$1,080.00	$1,260.00	$0.00	$1,170.00	$90.00	$0.00	$0.00	$4,760.00		$8,540.00

	4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:											
4.1	SURVEY FOR AS BUILT PLANS							3	19.16		22.16	$2,850.80
4.2	DRAFTING OF AS BUILT PLANS					12					12	$1,080.00
4.3	REVIEW AS BUILT PLANS			1	1	1				1	4	$400.00
4.4	SUBMIT AS BUILT PLANS TO OWNER						2	2			4	$330.00
4.5	CLOSE OUT DOCUMENTS TO OWNER	1	1	1	1	1	2				7	$720.00
	TOTAL DESIGN PHASE	1	1	2	2	14	4	5	19.16	1	49.16	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 2	$180.00	$120.00	$280.00	$200.00	$1,260.00	$180.00	$600.00	$2,490.80	$70.00		$5,380.80
	TOTAL ENGINEERING BASIC SERVICES LABOR COST	$1,620.00	$4,800.00	$6,020.00	$9,100.00	$18,630.00	$2,430.00	$1,800.00	$7,690.80	$4,830.00		**$56,920.80**
	TOTAL ENGINEERING BASIC SERVICES LABOR COST FOR ALL CLASSIFICATIONS	**$56,920.80**										
	TOTAL COST	**$56,920.80**										

GM
GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

September 21, 2011

Commissioner Joel Quintanilla
County of Hidalgo, Precinct # 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Colonia Lucero Del Norte and adjoining areas
Drainage Study and Improvements
Engineering Services Proposal

Commissioner Quintanilla:

It is our pleasure to submit to Hidalgo County Precinct # 1, this proposal for Professional Engineering Services in relation to the above mentioned project and your request for a Work Authorization proposal. Our site visits and preliminary research along with our meeting with you and your staff concerning Colonia Lucero Del Norte and the adjoining areas, has given us an understanding of the required improvements for this project. Based on this information the following are our fees for engineering services:

Topography Surveying for Study & Design	$24,945.00
Drainage Study	$ 5,000.00
Engineering Design from Drainage Study Recommendations	$15,697.00
Construction Phase Services/Daily Inspection	$ 6,278.80
Drainage Easements	$ 5,000.00

We are prepared to proceed with the drainage study and construction plans for the improvements of Colonia Lucero Del Norte. The plans will meet all criteria requirements set forth by the County. We will be performing services as follows:

- Topographic Survey
- Drainage Study
- Drainage Easements (Survey, Metes & Bounds)
- Plans
- Specifications
- Construction Cost Estimates
- Construction Oversight
- Close Out Documentation
- As-Built Plans

This is our best and final offer. Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

Jose L. Muñoz, P.E., S.I.T.
Principal

Hidalgo County Precinct #1
Colonia Lucero Del Norte
Drainage Improvements

September 2011

GM GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

2020 E. Expressway 83
Mercedes, Texas 78570
(956) 565-4637

FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

nothing to report

1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action
Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report a-c

a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-28775 Pursuant to previous approval (08/22/11) of award and contract (C-11-186-08-22)with Texas Land Reclamation, a request by awarded vendor to permit the subcontracting of ***UTW Transportation*** in connection to "Hidalgo County-Tire Disposal" project inasmuch as UTW Transportation provides the transporting of the tires for Texas Land Reclamation to the facility.

approved

B. Pct. 1

1. AI-28627 Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct 1 Purchase of Reclaimed Asphalt Pavement (RAP) Material - RFB No. 2011-177-08-03-YZV.

approved

2. AI-28762 Approval of request for Work Authorizations as follows with Guzman & Munoz Engineering & Surveying, Inc. for professional engineering services through Contract #C-11-111-04-19 as further detailed:

approved →

a. Work Authorization No. 004-$77,837.00 for "Paving and Drainage Improvements to Mile 17 North Road, From FM 3071 (Mile 4 West), west 2,720 Feet and From FM 1015 (Mile 3 West), east 400 Feet".

→

b. Work Authorization No. 005-$36,695.22 for "Drainage Improvements to Colonia Adams & Black (Mile 10.5 North and Mile 3 West)".

approved

approved →

c. Work Authorization No. 006-$56,920.80 for "Colonia Lucero Del Norte Drainage Improvements At Mile 11 North And Mile 2 West.

approved

3. AI-28672 Acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 001 of an increase amount of $141,615.04 to be combined with previous approved amount of $63,900.00 thus resulting with a grand total not to exceed the amount of $205,515.04 in connection to Contract #C-11-111-04-19 with Guzman & Munoz Engineering and Surveying, Inc. for professional engineering services for "Paving and Drainage Improvements to Mile 17 North Road from FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West).

Work Authorization No.004
Work Authorization No.005
Work Authorization No.006

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/22/2011 10:06 AM
Budget & Management	Merlen P. Munoz	09/22/2011 10:18 AM
Purchasing Department	Darlene Betancourt	09/22/2011 10:06 AM
Budget & Management	Merlen P. Munoz	09/22/2011 10:18 AM
Ivan Cantu Auditor's Office		

Form Started By: Vangie Garcia Started On: 09/21/2011 04:23 PM

APPROVED

AI-28762 18. B. 2.
CC REGULAR
Meeting Date: 09/27/2011

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of request for Work Authorizations as follows with Guzman & Munoz Engineering & Surveying, Inc. for professional engineering services through Contract #C-11-111-04-19 as further detailed:

a. Work Authorization No. 004-$77,837.00 for "Paving and Drainage Improvements to Mile 17 North Road, From FM 3071 (Mile 4 West), west 2,720 Feet and From FM 1015 (Mile 3 West), east 400 Feet".

b. Work Authorization No. 005-$36,695.22 for "Drainage Improvements to Colonia Adam & Black (Mile 10.5 North and Mile 3 West)".

c. Work Authorization No. 006-$56,920.80 for "Colonia Lucero Del Norte Drainage Improvements At Mile 11 North And Mile 2 West.

BACKGROUND

The Precinct has requested emergency transfers in order to comply with the entering of the requisitions in the system prior to CC placement for approval. The Precinct has spoken to Auditor's Office and are currently in the process of initiating these tranfers.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-121-085-0-731
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Mile 17N (M4W-M3W) funding for WA #4 is pending posting of emergency transfer JE #14045.

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-121-095-0-731/733
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Colonia Adams & Black-Funding for WA #5 is pending posting of emergency transfer JE #14045

FISCAL YEAR: 2011 **ACCT. #:** 1342-431-00-121-094-0-731/732
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

See Precinct's explanation as to the cancellation of requisitions to the issuing of the new requisition numbers.

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, October 11, 2011 2:12 PM
To: 'Matilde Faz'
Cc: 'Evangelina Garcia'
Subject: RE: ai-28762 of 9/27/11

Importance: High

Ms. Vangie:
Let's place the item on consent agenda correcting requisition numbers to reflect the one that were eventually submitted and processed with POs.
Marty

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Tuesday, October 11, 2011 1:45 PM
To: 'Martha Salazar'
Subject: FW: ai-28762 of 9/27/11

Ms. Marty
Can you please advise in reference to Ms. Vangie's message below.
Thanks!

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II
Purchasing Department
2802 South Highway 281
Edinburg, Texas 78539
☎ **(956) 318-2626 ext. 4854**
🖷 **(956) 318-2629**
✉**matilde.faz@co.hidalgo.tx.us**

"Life is not about waiting for the storms to pass…it 's about learning how to dance in the rain! "

Always remember to forget the troubles that pass your way: but ***never*** *forget the blessings that come each day.*

REMEMBER, GROWING OLDER IS MANDATORY. GROWING UP IS OPTIONAL. We make a Living by what we get. We make a Life by what we give.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 11, 2011 11:26 AM
To: 'Matilde Faz'
Cc: 'Noe Montez'
Subject: FW: ai-28762 of 9/27/11

Mati,
Please forward to Marty for review and approval the following correspondence sent by Precinct One (Noe Montez) regarding his brief explanation as to why the Precinct resubmitted two new requisition numbers than what was inserted

on the original documentation of the work authorizations and as approved by Commissioners Court on September 27, 2011. In other words, the Precinct canceled requisition numbers 203158 (WA#5) and 203160 (WA#6) and resubmitted new ones.

Commissioners Court though had already approved back on September 27, 2011 with original requisitions. At this point, I'm not sure what needs to be done because those work authorizations are already scanned with the contract for viewing purposes of issuing purchase orders and or payment process.

I guess my question is, how or what needs to be done to correct this on the work authorizations. Not sure if I needed to be the one to send to Marty or you would but nonetheless let me know if there's anything I need to do.

Thank you for your help on this.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Noe Montez [mailto:noe.montez@co.hidalgo.tx.us]
Sent: Friday, October 07, 2011 4:33 PM
To: 'Evangelina Garcia'
Subject: ai-28762 of 9/27/11

Please be advised that for Work Auth purposes req#203158 had been given to work auth #5 (Adams & Black). The new requisition is #203918/po#664784.

And req#203160 that was given to work auth #4 (lucero del norte) is now req#203921/ po#664785.

The reason for the change was that the original requisition numbers given to these had to be cancelled because the funding was encumbered under the wrong accounts due to it was discovered that the work for these needed to be classified under drainage or object 733 and not road (731), so we had to cancel in order to free up the funding to be able to move into the proper accounts.

Noe Montez, CPM
Director Of Management Support
1902 Joe Stephens Ave
Weslaco, Tx 78596

This e-mail and its attachments are intended only for the use of the individual or entity who is the intended recipient and may contain information that is privileged, confidential and exempt from disclosure or any type of use under applicable law. If the reader of this e-mail is not the intended recipient, or the employee, agent or representative responsible for delivering the e-mail to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this e-mail is strictly prohibited. If you have received this e-mail in error, please reply immediately to the sender and delete.

AI-29021 **9. K.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Clarification on bid tabulation sheet submitted on previous AI #28627 and as approved by Commissioners Court on September 27, 2011 in connection with RFB No. 2011-177-08-07-YZV for Purchase of Reclaimed Asphalt Pavement (RAP) Material for Hidalgo County Precinct 1 to reflect correct amount of $25.00 per ton and not 425.00 per ton inasmuch as it was a typing error.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact on this agenda, this is only for clarification purposes.

Attachments

Corrected -Bid Tab-177

AI-28627-Participation Log-Tabulation Sheet- Memo

Requirement Agreement-Approved by Legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/07/2011 11:38 AM
Budget & Management	Merlen P. Munoz	10/07/2011 11:46 AM
Ivan Cantu	Ivan Cantu	10/07/2011 01:47 PM
Auditor's Office	Arcilia Duran	10/07/2011 02:06 PM

Form Started By: Yolanda Velasquez Started On: 10/06/2011 02:08 PM

Final Approval Date: 10/07/2011

BID TABULATION

"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"
RFB № 2011-177-08-03-YZV

BID №	NAME OF COMPANY	BID PRICE OPTION I PRODUCT ONLY			BID PRICE OPTION II PRODUCT & DELIVERY		
		0-5,000 TONS	5,000 – 10,000 TONS	10,000 TONS & ABOVE	0-5,000 TONS	5,000 – 10,000 TONS	10,000 TONS & ABOVE
#1	Roy's Hauling Service, INC Edinburg, Texas	$25.00 Ton	$25.00 Ton	$25.00 Ton ****	$32.00 Ton	$32.00 Ton	$32.00 Ton
#2	Frontera Materials, INC (Bid Bond Included) Elsa, Texas	$40.00 Ton	$40.00 Ton	$40.00 Ton	$49.40 Ton	$49.40 Ton	$49.40 Ton

*******CORRECTED BID TABULATION RECAP********

AI-28627 **20. B. 1.**

CC REGULAR

Meeting Date: 09/27/2011

Submitted For: Marty Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct 1 Purchase of Reclaimed Asphalt Pavement (RAP) Material - RFB No. 2011-177-08-03-YZV.

BACKGROUND

Recommended vendor: Roy's Hauling for both option 1 and 2.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Available funds as of 09/21/11.

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Available funds as of 09/21/11.

Attachments

Recommendation Memo-Pct 1

Participation Log-Tab Sheet

Legal Approved-Requirement Agreement-177

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/21/2011 09:59 AM
Purchasing Department	Darlene Betancourt	09/21/2011 10:00 AM
Budget & Management	Merlen P. Munoz	09/21/2011 10:24 AM
Olga Garza	Olga Garza	09/21/2011 11:46 AM
Auditor's Office	Angela Garcia	09/22/2011 02:22 PM

Form Started By: Yolanda Velasquez Started On: 09/16/2011 08:25 AM

Final Approval Date: 09/22/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RQ

BID OPENING DATE: AUGUST 03, 2011 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"-HIDALGO COUNTY-PRECINCT 1
BID NO.: 2011-177-08-03-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1)Roy's Hauling	BLM	Rbalde1008@ao.com	07/20/11	P.O. BOX 1896 EDINBURG, TEXAS 78540
2)Avila Stone Mike Avila	BLM	mike@avilastonellc.com	07/21/11	501 South Avenue Donna, Texas 78537 Tel: 453-4747
3)Prime Vendor INC Alix Sechrest	EMail	Bids17@prime-vendor.com	07/21/11	1300 Cedar Avenue, Ste 123 Wilmington, NC 28403-4429 Tel: 500-746-9554
4)Guinn Construction Becky Elderedge	EMail	beckyeldredge@hotmail.com	07/27/11	7900 Stone Ridge Drive Justin, TX 76247 Tel: 214-206-5408
5)Frontera Material	BLM	bmefrontera@aol.com	07/28/11	1402 N. Bridge Avenue Weslaco, Texas 78596 Tel: 968-0349
6)Valley Caliche Products, INC	BML	valleycaliche@aol.com	07/28/11	P. O. Box 10 Mission, Texas 78573 Tel: 581-2751
7)				
8)				
9)				
10)				
11)				
12)				

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY - PRECINCT 1

BID OPENING DATE: AUGUST 03, 2011 **BID OPENING HAS BEEN EXTENDED AS PER ADDENDUM 1: AUGUST 10, 2011**	**BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL"

BID NO: 2011-177-08-03-YZV	**BUYER:** YOLANDA VELASQUEZ

BID Nº	NAME OF COMPANY	ADDENDUM 1 ACKNOWLEDGED	BID PRICE OPTION I PRODUCT ONLY		
			0-5,000 TONS	5,000 – 10,000 TONS	10,000 TONS & ABOVE
#1	Roy's Hauling Service, INC Edinburg, Texas	√	$25.00 Ton	$25.00 Ton	$25.00 Ton
#2	Frontera Materials, INC (Bid Bond Included) Elsa, Texas	√	$40.00 Ton	$40.00 Ton	$40.00 Ton
#3					
#4					
#5					
#6					
#7					
#8					
#9					

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY - PRECINCT 1

BID OPENING DATE: AUGUST 03, 2011

BID OPENING HAS BEEN EXTENDED AS PER ADDENDUM 1: AUGUST 10, 2011

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL"

BID NO: 2011-177-08-03-YZV

BUYER: YOLANDA VELASQUEZ

BID Nº	NAME OF COMPANY	ADDENDUM 1 ACKNOWLEDGED	BID PRICE OPTION II PRODUCT & DELIVERY		
			0-5,000 TONS	5,000 – 10,000 TONS	10,000 TONS & ABOVE
#1	Roy's Hauling Service, INC Edinburg, Texas	√	$32.00 Ton	$32.00 Ton	$32.00 Ton
#2	Frontera Materials, INC (Bid Bond Included) Elsa, Texas	√	$49.40 Ton	$49.40 Ton	$49.40 Ton
#3					
#4					
#5					
#6					
#7					
#8					
#9					

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Honorable Joel Quintanilla
H.C. Commissioner Pct. 1
Attn: Noe Montez

From: Yolanda Velasquez
Purchasing Dept., Buyer II

Date: August 16, 2011

Re: REQUEST FOR RECOMMENDATION for: RFB-2011-177—08-03-YZV -"PURCHASE RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"

We received two (2) responses to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, August 24, 2011 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 1-1200-431-00-121-005-0-673
1-1200-431-00-121-005-0-346

Recommendations/Concerns:

Recommend award to low bidder
Roy's Hauling for both options #1 & #2

If you should have any questions or need additional information please let me know.

	Noe Montez	8-31-11
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

REQUIREMENTS AGREEMENT
C-11-177-09-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 27, 2011** by and between **Roy's Hauling Services, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"RAP (Recycled Asphalt Pavement) Material"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one 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 and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"RAP (Recycled Asphalt Pavement) Material"** in the areas of **HIDALGO COUNTY** projects for a period of **one (1) year** from **September 27, 2011** with ending date of **September 26, 2012** with the option to renew for an additional **one (1) year term** (If applicable) and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto and Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term under the same rates, terms, and condition.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Roy's Hauling Services, Inc.**
P.O. Box 1896
Edinburg, Texas 78540

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

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

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or 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.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: Roy's Hauling Services, Inc.
By:_____
Printed Name:_____
Title:_____
Date:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: SEPTEMBER 27, 2011

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

PURCHASING DEPARTMENT
County Of Hidalgo

July 18, 2011

RE: Hidalgo County-Precinct 1 Request for Bids – **"Purchase of Reclaimed Asphalt Pavement (RAP) Material"**
RFB Nº 2011-177-08-03-YZV

Dear Sir/Madam:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/yzv

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) -CHECKLIST
HIDALGO COUNTY-PRECINCT 1
"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"
Bid No: 2011-177-08-03-YZV

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 1 page.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page, Original must be filed by bidder at the Hidalgo County Clerk's Office.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Certification Regarding Debarment consisting of 1 page.
9. Draft Requirement Agreement consisting of 7 pages.

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

Thank you

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

JULY 18, 2011
Date

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

Bid No: 2011-177-08-03	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY-PRECINCT 1
"PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL"
BID OPENING DATE

AUGUST 03, 2011

Contact Person:

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

Form HCPD-03

1. Sealed bids will be received for **"PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL - Hidalgo County-PRECINCT 1"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-177-08-03-YZV-"PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL – Hidalgo County-Precinct 1"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, August 03, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2011-177-08-03-YZV-RFB-PURCHASE OF RECLAIMED (RECYLED) ASPHALT PAVEMENT (RAP) MATERIAL – Hidalgo County-Precinct 1".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL -Hidalgo County- Precinct 1"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

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

17. Schedule of Events

Bid Opening, 9:30 AM	**AUGUST 03, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code

Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY-CLERKS DEPARTMENT
PURCHASE RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL"
BID NO.: 2011-177-08-03-YZV

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY-PRECINCT #1
"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"
BID № 2011-177-08-03-YZV

PROJECT OVERVIEW:
Hidalgo County Precinct № 1 is requesting sealed bids for the purchase of "Reclaimed (recycled) Asphalt Pavement (RAP). The material will be purchase on an "as needed basis" as required by Hidalgo County Pct. 1.

SPECIFICATIONS:

- Construct a sub-base course of foundation course composed of a compacted mixture of recycled asphalt pavement and asphalt.
- Mixed cold in a pug mill
- Reclaimed Asphalt Pavement (RAP). RAP is salvaged, milled, pulverized, broken or crushed asphalt pavement.
- Crush or break the RAP such that 100% will pass the 1 ½ inch sieve.
- GRADES. Aggregate grading limits will not be required.

OPTION I – PRODUCT ONLY

Hidalgo County has the option to pick-up the product utilizing Precinct 1 hauling forces along with awarded vendor when required and/or on "as needed basis".

OPTION II – PRODUCT AND DELIVERY

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Delivery hours: To be arranged by Precinct № 1
- Delivery Location: Sunrise Hill Park located on Mile 11 north and 1 ½ miles West from FM 1015, Weslaco, Texas
- Contact Person: Noe Montez, (956) 968-8733

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of "Purchase of Reclaimed Asphalt Pavement (RAP)" needed by Hidalgo County Precinct № 1 will be purchased on an "as needed basis". It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

3 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

4 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.

5 **BID PRICE SHALL BE PER TON**

6 Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications. Location of site where Hidalgo County Precinct №1 will purchase y is an important factor in evaluation of the bids. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7 **Method of Award:** One or more bidder(s) may be designated as approved vendor(s) for purchases/service for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.

8 After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9 Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10 Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11 When requested, samples shall be furnished free of expense to Hidalgo County.

12 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

13 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before 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.

15 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is provided by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

16 **Market Volatility and Unit Price Adjustments:**
Hidalgo County recognizes that during periods of national crisis and unstable economic

conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.
   ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor=s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to,Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO:** yolanda.velasquez@co.hidalgo.tx.us **OR VIA FACSIMILE TO: 956-318-2629 NO LATER THAN**, Wednesday, July 27, 2011 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, July 29, 2011.

- 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.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 1
"PURCHASE OF RECLIAMED ASPHALT PAVEMENT (RAP) MATERIAL"
RFB Nº 2011-177-08-03-YZV
BID PAGE

OPTION I – PRODUCT ONLY:

Price per ton to be picked-up at vendor location by Hidalgo County Precinct #1 : Physical location:_____ _____	**$_____per ton**

OPTION II- PRODUCT AND DELIVERY:

Price per ton delivered to Pct. 1 Sunrise Hill Yard (located at FM 1015 and Mile 11 ½ M East, Weslaco Texas	**$_____per ton**

COMPANY NAME:			
ADDRESS:			
CITY/STATE/ZIP CODE			
TELEPHONE Nº		**CELL Nº**	
FAX Nº		**EMAIL:**	
AUTHORIZED SIGNATURE			
PRINTED NAME:			
TITLE:		**DATE:**	

EXHIBIT "C"
Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

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

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

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,
- 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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

REQUIREMENTS AGREEMENT
C-

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, **2011** by and between _____ ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"RAP (Recycled Asphalt Pavement) Material"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one 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 and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"RAP (Recycled Asphalt Pavement) Material"** in the areas of **HIDALGO COUNTY** projects for a period of **one (1) year** from_____with the option to renew for an additional **one (1) year term** (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

DRAFT

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

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____
_____
_____

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

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

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

DRAFT

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

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or 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: _____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:
By:_____
Printed Name:_____
Title:_____
Date:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "B"
BID PAGE

EXHIBIT "B"-

HIDALGO COUNTY PRECINCT 1

"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"

RFB Nº 2011-177-08-03-YZV

BID PAGE

Awarded vendor must have one (1) service location within fifty (50) miles radius from Hidalgo County Precinct 1 Yard (11 Miles North and 1 ½ Miles West from FM 1015, Weslaco, Texas 78596

OPTION I – PRODUCT ONLY:

	0-5,000 TONS	5,000-10,000 TONS	10,000 TONS & Above
Price per ton to be picked-up at vendor location by Hidalgo County Precinct #1 : Physical location: 4 miles N. of FM 1925 on Big Five Road, Edinburg, TX	$25.00 TON	$25.00 TON	$25.00 TON

OPTION II- PRODUCT AND DELIVERY:

	0-5,000 TONS	5,000-10,000 TONS	10,000 TONS & Above
Price per ton delivered to Pct. 1 Sunrise Hill Yard (located Mile 11 North & 1½ Miles West from FM 1015, Weslaco Texas	$32.00 TON	$32.00 TON	$32.00 TON

COMPANY NAME:	Roy's Hauling Service, Inc.		
ADDRESS:	P.O. Box 1896		
CITY/STATE/ZIP CODE	Edinburg, Texas 78540		
TELEPHONE Nº	956.383.2206	**CELL Nº**	956.239.2359
FAX Nº	956.383.2569	**EMAIL:**	royshaulinginc@aol.com
AUTHORIZED SIGNATURE			
PRINTED NAME:	Roy Balderas Jr.		
TITLE:	Vice-President	**DATE:**	July 29, 2011

BID TABULATION

"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"
RFB № 2011-177-08-03-YZV

BID №	NAME OF COMPANY	BID PRICE OPTION I PRODUCT ONLY			BID PRICE OPTION II PRODUCT & DELIVERY		
		0-5,000 TONS	5,000 – 10,000 TONS	10,000 TONS & ABOVE	0-5,000 TONS	5,000 – 10,000 TONS	10,000 TONS & ABOVE
#1	Roy's Hauling Service, INC Edinburg, Texas	$25.00 Ton	$25.00 Ton	425.00 Ton	$32.00 Ton	$32.00 Ton	$32.00 Ton
#2	Frontera Materials, INC (Bid Bond Included) Elsa, Texas	$40.00 Ton	$40.00 Ton	$40.00 Ton	$49.40 Ton	$49.40 Ton	$49.40 Ton

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2011

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 956-630-3081 956-630-2361 VALMOR INSURANCE AGENCY, INC. 1303 N 10TH ST MCALLEN, TX 78501	CONTACT NAME: VALMOR INSURANCE AGENCY, INC. PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No): 956-630-2361 E-MAIL ADDRESS: marilu52010@hotmail.com
INSURED ROY' HAULING SERVICE, INC. P O BOX 1896 EDINBURG, TX 78540	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ATLANTIC CASUALTY CO INSURER B: UNITRIN COUNTY MUTUAL INS INSURER C: TEXAS MUTUAL INS. CO. INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			L086025635	02/24/2011	02/24/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			FCNCCV2300075	08/20/2010	08/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001214204	07/19/2010	07/19/2011	✓ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Both are on the last page of this contract, please see following page.

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marilu Guerra

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Expired B+C
Ask up

08-24-11;22:07 ; 3832589 # 1/ 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/24/2011

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 956-630-3081 956-630-2361
VALMOR INSURANCE AGENCY, INC.
1303 N 10TH ST

MCALLEN, TX 78501

CONTACT NAME: VALMOR INSURANCE AGENCY, INC.
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No): 956-630-2361
E-MAIL ADDRESS: marilu52010@hotmail.com

INSURED
ROY' HAULING SERVICE, INC.
P O BOX 1896

EDINBURG, TX 78540

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ATLANTIC CASUALTY CO	
INSURER B: UNITRIN COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INS. CO.	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			FCNCCV2300075	08/20/2011	08/20/2012	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,010 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		20110719	07/19/2011	07/19/2012	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT $ 100,000 E.L. DISEASE - EA EMPLOYEE $ 100,000 E.L. DISEASE - POLICY LIMIT $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2000 Peterbilt #3178, 2000 Intl #7950, 2000 Intl #7946, 2000 Mack #1349, 2000 Peterbilt #3207, 1999 International #6851, 1998 International #4857, 2006 Peterbilt #9702, 1999 Mack #1180, 2000 Peterbilt #3173, 2000 Peterbilt #3206

CERTIFICATE HOLDER
COUNTY OF HIDALGO
2802 S BUSINESS 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
Marilu Guerra

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Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, July 08, 2011 2:40 PM
To: 'Yolanda Velasquez'; 'Evangelina Garcia'
Cc: 'Arcy Duran'; 'Leticia Saenz'
Subject: FW: Draft Contract-RFB NO: 2011-177-08-03-YZV-Purchase Of Rap (Recycled Asphalt Pavement) Material

Importance: High

Ms.Yoli or Vangie:
Please attach legal counsel's approval response on review of contract.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, July 08, 2011 2:31 PM
To: 'Martha Salazar'
Subject: RE: Draft Contract-RFB NO: 2011-177-08-03-YZV-Purchase Of Rap (Recycled Asphalt Pavement) Material

The draft contract is OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, July 08, 2011 2:03 PM
To: 'Stephen L. Crain'
Cc: 'Yolanda Chapa'; 'Evangelina Garcia'
Subject: FW: Draft Contract-RFB NO: 2011-177-08-03-YZV-Purchase Of Rap (Recycled Asphalt Pavement) Material
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty
PS Is on agenda for Tuesday, need to attach with your approval.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, July 08, 2011 1:20 PM
To: 'Martha Salazar'
Subject: Draft Contract-RFB NO: 2011-177-08-03-YZV-Purchase Of Rap (Recycled Asphalt Pavement) Material

Marty,
Can you please forward to legal for his review and comments the above attached draft contract along with the specifications. I gave Yoli this draft contract a while back and I had not send it to you for legal's review and I just saw right now your email where there is an agenda item (AI#27409) for this and Arcy is asking if legal has reviewed and approved.

Thanks

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, September 02, 2011 3:04 PM
To: 'Evangelina Garcia'
Subject: RE: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

See the subsequent e-mail I sent him.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, September 02, 2011 10:30 AM
To: 'Martha Salazar'
Subject: RE: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

Marty,
What I meant was page 42 of 43 of the email and not necessarily page number 42 however, does this mean he approved the contract document, it appears that he did but just clarifying.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, September 02, 2011 10:02 AM
To: 'Evangelina Garcia'
Subject: FW: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, September 01, 2011 12:24 PM
To: 'Martha Salazar'
Subject: RE: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

The insurance is OK but I have no numbered pages 42 and 43.
Sent: Thursday, September 01, 2011 9:11 AM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE
Importance: High

Mr. Crain:
See page 42 of 43 and W/C insurance is attached and current.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, September 01, 2011 8:58 AM
To: 'Martha Salazar'
Subject: RE: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

Marty,
It is on there, it's on page 42 of 43 of this email.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 31, 2011 5:02 PM
To: 'Evangelina Garcia'
Subject: FW: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE
Importance: High

See comments.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, August 31, 2011 3:55 PM
To: 'Martha Salazar'
Subject: RE: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

The Workers Compensation insurance has expired.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 31, 2011 2:47 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, August 31, 2011 2:28 PM
To: 'Martha Salazar'
Cc: 'Yolanda Velasquez'
Subject: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

Marty,
Attached is the contract for legal's review as to form in connection to the "RAP (Recycled Asphalt Pavement) MATERIAL" project for Precinct One.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

AI-28690 **9. L.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to advertise and approval of procurement packet (i.e. legal notice, requirements, scope of services, etc.) as attached hereto for: "CountyWide Mailing Services" through RFB No.: 2011-230-MEG including re-advertising project if no bids received and department(s) desire(s) to do so.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 2-1100-419-60-125-010-0-350

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

BUDGETARY IMPACT:

see attached budget document for funding source and availability of funds for the 2012 calendar year.

Attachments

Specifications and/or Requirments

Legal Notice

Email from Legal Counsel

Draft Contract

2012 budget mailing services

MEMO

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 10:09 AM
Budget & Management	Merlen P. Munoz	09/29/2011 10:33 AM
Rosalinda Cantu	Rosie Cantu	10/12/2011 11:54 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Elena Gomez Started On: 09/20/2011 03:14 PM

Final Approval Date: 10/14/2011

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide services in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. These services will be on an "As Needed Basis".

The Following are the Minimum Specifications for "Mailing Services" for Hidalgo County:

1. There will be a daily pick up, bar coding, sorting and delivery **(postage excluded)** of **all** qualifying U.S. Mail (packages, flats, letters, post cards, etc.), including UPS, Federal Express, Lone Star Overnight, non-freight packages, etc. (at no additional cost), with **no minimum daily quantity, and on an as needed basis.**

2. The postage of all mail will continue to be processed by the Central Mail Room. The standard operating procedure at both the Hidalgo County Courthouse and Administration Building to date has been that the Facilities Management personnel picks up the departments outgoing mail on a daily basis and delivers it to the Central Mail Room where it is stamped. Vendor shall inform the Central Mail Room personnel of any special mail rates (i.e., postcards, overnight packages, etc.) to ensure that all reduced rates which vendor receives are passed on to Hidalgo County.

3. Mailing Service shall be by an **insured and bonded carrier** and **all** mail will be picked up and delivered on **all** government operating days on a set daily pick-up and delivery time (schedule). The departments opting to receive this mail pick up service shall coordinate with service provider. Once a schedule is agreed upon, there shall be no deviations in the routine without the department's prior consent.

4. Mail will be picked up from the Central Mail Room located at the Hidalgo County Courthouse in Edinburg **and all** of the Hidalgo County departments and programs (i.e., satellite locations, WIC Offices, Precinct Offices, CSA, and Head-Start sites, etc) requesting mailing services, **on "as needed basis".**

5. The mail will be processed and delivered as applicable (i.e., 1st class, standard mail, 3rd Class, international, parcel post, priority mail, express mail and USPS bulk rate drop) to the post office location which is most advantageous to Hidalgo County (either the Edinburg or McAllen Post Office) on the same day the mail is picked up.

6. The awarded bidder shall submit to Hidalgo County a detailed monthly invoice of daily mailing services.

7. The awarded bidder shall sort all bar code:
   a) All qualifying envelopes and flats, from one (1) ounce to one (1) pound;
   b) Post Cards (at a special mailing rate of defray the bar coding cost); and
   c) Packages exceeding one (1) pound.

TERMS AND CONDITIONS:

1. The initial term of the contract shall be for the period beginning ***January 1, 2012*** and ending on ***December 31, 2012*** and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.

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2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. The bidder who is awarded will ensure with a **written guarantee** that **all** qualifying mail is picked up and delivered promptly on a daily, and "**as needed,"** basis.

4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.

5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

6. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.

7. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

9. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

12. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

13. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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.

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- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term

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ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to elena.gomez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Wednesday, month, day, 2011, to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Friday, month, day, 2011**

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REQUEST FOR BIDS

HIDALGO COUNTY
"COUNTYWIDE MAILING SERVICES"
Bid No: 2011-230-00-00-MEG
BID OPENING DATE:

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY–"COUNTYWIDE MAILING SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HIDALGO COUNTY ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB-2011-230-00-00-MEG HIDALGO COUNTY–"COUNTYWIDE MAILING SERVICES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. ,Day, Month, date, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2011-230-00-00-MEG HIDALGO COUNTY–"COUNTYWIDE MAILING SERVICES".**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY.

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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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–"COUNTYWIDE MAILING SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**Month, date , 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

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

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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.

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22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the

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specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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Bid
For
HIDALGO COUNTY
"COUNTYWIDE MAILING SERVICES"
BID NO.:2011-230-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 28, 2011 10:06 AM
To: leticia.saenz@co.hidalgo.tx.us; elena.gomez@co.hidalgo.tx.us; 'Darlene Betancourt'
Subject: FW: Review & Approve Draft Service Contract for Countywide Mailing Services

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, September 27, 2011 5:23 PM
To: 'Martha Salazar'
Subject: RE: Review & Approve Draft Service Contract for Countywide Mailing Services

The draft contract is OK

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, September 27, 2011 4:15 PM
To: scrain@atlashall.com
Cc: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Review & Approve Draft Service Contract for Countywide Mailing Services
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, September 27, 2011 11:45 AM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Elena Gomez'
Subject: Review & Approve Draft Service Contract for Countywide Mailing Services

Ms. Marty-

Please forward the attached **"draft" Services Agreement** and "**draft" Specs Exhibit A** to legal for their review and approval as to form so, as to proceed with approval by CC to begin with the procurement process for ***Project: #2011-230-00-00-"Countywide Mailing Services" for Hidalgo County which is in the process of procurement.***

Will be placing on the next CC for approval of advertisement and procurement of the project.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539

(956) 292-7000 x-4861 fax (956) 318-2629

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-230-00-00

THIS CONTRACT is made and entered into this _____ day of _____**,2011** by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Countywide Mailing Services" (on an as needed basis)** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **January 1, 2012** and expiring on **December 31, 2012** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

independent contractor under this Contract.

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

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

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

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

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

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

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17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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WITNESS our hands in duplicate originals this ____day of _____, 2011.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

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REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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EXHIBIT "B"

VENDOR'S BID

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EXHIBIT "C"

INSURANCE REQUIREMENTS

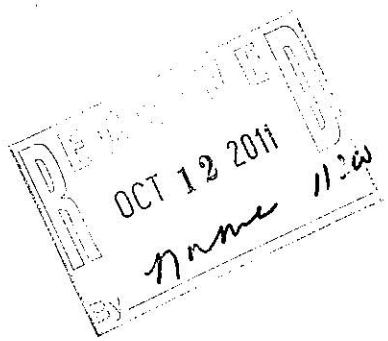
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MAILING SERVICES

1100-419-60-125-010

Object #	Object Code Description	2011 Original Budget	2012 Budget Request	2012 Proposed Budget
350	OTHER CONTRACTED SERVICES	$40,000.00	$50,000.00	$50,000.00
	TOTALS	$40,000.00	$50,000.00	$50,000.00
	SALARY EXPENSES	$0.00	$0.00	$0.00
	OPERATING EXPENSES	$40,000.00	$50,000.00	$50,000.00

MEMORANDUM



TO: Valde Guerra –Commissioner's Court Executive Officer
ATTN: Monica Badillo -Court Administrator

From: Elena Gomez, Buyer II

Date: September 29, 2011

RE: Request Recommendation for RFB 2011-230-00-00-MEG
"COUNTYWIDE MAILING SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ✓	DISAPPROVE •
APPROVED WITH MODIFICATIONS •	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 1-1100-402-60-125-010-0-350

_____ DANIEL FLORES 10/12/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Tuesday, October 4, 2011 at 5:00p.m.

Enclosures

AI-28320 **9. M.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE-"Repair, Installation & Removal of Emergency Equipment, Radios & Misc. Equipment" Bid No.: 2011-229-SMA including the re-advertising of project in the event no bids received and project is still required.

BACKGROUND

1.) Current Contract expires 12/15/11
2.) Draft Service Contract Document was previously reviewed by legal counsel on 08/26/11

Proposed Schedule of Events:
1st Advertisement: October 22, 2011
2nd Advertisement: October 29, 2011
Bid Opening Date: November 09, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1222-412-00-080-006-0-432

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

BUDGETARY IMPACT:

Funds in the amount of $398.02 available as of 10/13/2011.

Attachments

procurement packet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	10/12/2011 03:00 PM
Budget & Management	Merlen P. Munoz	10/12/2011 03:01 PM
Sylvia Solis	Sylvia Solis	10/13/2011 10:04 AM
Auditor's Office	Monica Badillo	10/14/2011 05:12 PM

Form Started By: Sandra Montalvo Started On: 08/29/2011 04:09 PM

Final Approval Date: 10/14/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

M E M O R A N D U M

(Approval of Specifications)

TO: Roy Cazares, Personnel Director via: roy.cazares@da.co.hidalgo.tx.us
Hidalgo County District Attorney's Office

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **August 15, 2011**

RE: Approval of Specifications for: Bid No.: 2011-229-00-00-SMA-HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE-"*Repair, Installation & Removal of Emergency Equipment, Ratios Computers & Misc. Equipment*

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ☑ YES / ☐ NO/ Other

(Specify)_____

BUDGET ACCOUNT #: 1-1222-412-00-080-006-0-432

	Roy Cazares	District Attorney's Offic	10/05/2011
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Monday, August 22, 2011 @ 10:00 A.M.

Enclosures

Bid No: 2011-229-11-09-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

Hidalgo County District Attorney's Office & HIDTA Task Force

"*REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment*"

BID OPENING DATE: November 09, 2011

Contact Person:

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

1. Sealed bids will be received for "H**idalgo County District Attorney's Office & HIDTA Task Force-*REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios, and Other Misc. Equipment"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-229-11-09-SMA-"H**idalgo County District Attorney's Office & HIDTA Task Force-*REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"*** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, November 09, 2011.**

3. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-29-11-09-SMA-"H**idalgo County District Attorney's Office & HIDTA Task Force-*REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment".***

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

4. 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."

5. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

6. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

7. 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.

8. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

9. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

10. 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.

11. County reserves the right to accept or reject any or all bids.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

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 and Contract Number (if any)
  d) Notation Descriptive-"**Hidalgo County District Attorney's Office & HIDTA Task Force-*REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment*"** 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:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**November 09,2011**
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____, 2011

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating

to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
Hidalgo County District Attorney's Office & HIDTA Task Force
REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radio and Other Misc. Equipment

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE
"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"
Bid No.: 2011-229-00-00-SMA

PROJECT OVERVIEW:

Hidalgo County is seeking to contract with qualified bidders to conduct all "*REPAIRS, INSTALLATION & REMOVAL* of Emergency Equipment, Radios & other Misc. Equipment" on an **as needed basis**.

SPECIFICATIONS, TERMS and CONDITIONS:

1. The bid contract will be for," *REPAIRS, INSTALLATION & REMOVAL* of Emergency Equipment, Radios and other Misc. Equipment" that is currently installed in, or will be installed on County vehicles. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios or specialty surveillance equipment.

2. The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.

3. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.

4. Vendors submitting bid should be currently performing removals and installations for other law enforcement and emergency response agencies.

5. Vendors submitting bid will use only certified service technicians in performing installations and/or removals (proof of certification must be submitted with packet).

6. Vendors submitting bid will be able to refurbish and/or repair any and all non-working overhead lightbars, radios, sirens, and miscellaneous equipment unless equipment is beyond repair.

7. Vendor submitting bid must be able to complete a vehicle installation in two working days and a removal in one working day.

8. Vendor must be able to work on multiple vehicles at one time.

9. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather condition.

10. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County and have ample space to store property being removed and/or installed and the ability to tract and document the storage of property.

11. Vendor must have an area to keep vehicles secured for overnight and weekends.

12. Vendor must guarantee minimum of ninety (90) days for work performed.

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13. **Vendors must be able to come and conduct repairs, removals and installations at any of the department's location on an emergency basis**. Vendor must include this cost within this bid.

14. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary.

15. All prices for *Repairs, Removals & Installations* shall include consideration for time and labor.

16. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. The repairs will be for anything installed or assigned to a County unit, both marked and unmarked, that is considered emergency equipment. Other Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.

17. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

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

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this

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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.

QUALIFICATIONS

1) Vendor shall have been in business (in this field) for a minimum of three (3) years.

2) Vendor must have a service facility within Hidalgo County where all work will be performed.

3) A list of a minimum of four (4) current references/contracts for any state, local political subdivision, private sector or any other law enforcement/emergency agency must be submitted with your bid for qualification. Information should include, but not limited to the following:

   a) Company
   b) Contact Person
   c) Phone Number
   d) Work Performed
   e) Contract Term

4) Vendor must have appropriate insurance to operate our vehicles. Vendor must comply and submit all insurances as specified in Exhibit "C".

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PART I- REPAIRS

Repairs on Law Enforcement *Emergency Equipment, Mobile Radio and Other Miscellaneous Equipment* installed in Hidalgo County District Attorney's Office and HIDTA Task Force vehicles.

The bid contract would be for law enforcement Emergency Equipment, Mobile Radio and Other Miscellaneous Equipment that are currently installed in, or will be installed in Hidalgo County District Attorney's Office and HIDTA Task Force vehicles only. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

Hidalgo County District Attorney's Office and HIDTA Task Force has installed in its vehicles the following equipment:

RADIOS:	LIGHTBARS:	OTHER:
Motorola Syntor (X, 9000, etc.)	Code 3 Excalibar Package	Sho-Me Grille Lights
Motorola Maxtrac	Whelen Eddge 9004 SL	Whelen Strobes
Johnson Line Radios	Federal Signal Corp Aero Dynic	Code Three
EF Johnson/Johnson Line	Federal Signal Corp Street Hawk	Motorola Antennas for Radios
Vertex Line Radios	Federal Signal Jet Sonic	Galls Wig Wag Flashers
Motorola Radias Line Radios (GM 300, M 120, M 1225 etc.)	Federal Signal Jet Stream	Galls Strobe Power Supplies
Jensen Line Radios	Code 3 MX 7000	Push Bumpers
Midland Line Radios		
SP-130 Scanning Radio		
QPA-Dual Slot Charger		

PART II- REMOVAL

Removal of Law Enforcement Emergency Equipment, Mobile Radios and Other Miscellaneous Equipment installed in Hidalgo County District Attorney's & HIDTA Task Force vehicles

- *RADIOS*:
  Our departments use a variety of radios. Some radios are easier to remove compared to the others. Below is a list of the radios currently installed in our County units. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

TYPE OF RADIOS:
1. Motorola Syntor (X, 9000, etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson/Johnson Line
5. Vertex Line Radios
6. Motorola Radias Line Radios (GM 300, m 120, M 1225 etc.)
7. Jensen Line Radios
8. Midland Line Radios
9. SP-130 Scanning Radio
10. QPA-Dual Slot Charger

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- *ANTENNAS:* (to include disguise antennas)

- *SIRENS:*
  Below is a list of the sirens used. The interested vendor must give the removal price per type. All siren removals must include the power cables and interfaces.

  1. Galls Street Thunder 100 Wt.
  2. Code 3 Z100 Economy Weight

- *LIGHTBAR and OTHER MISC. EQUIP:*
  (to include power cable and control panels)

  1) Cellular Phone Complete
  2) Cellular Phone Holder
  3) Center Console
  4) Computer
  5) Cut Off Stop Lights
  6) Cut Off Stop & Backup Lights
  7) Dash Light
  8) Dash Lights: (Either Mounted On Dash Or Roof Area Near Sun Visor)
  9) Directional Control
  10) Disguise Interior Mount Siren
  11) Dock station
  12) Equipment Console
  13) Extra outlets (cig. lighter type)
  14) Fire Extinguisher
  15) Flashlight Charger
  16) Fuse Panel
  17) Grille Lights: (Halogen, Led or Strobe)
  18) Halogen Grill Lights
  19) Halogen Light **Inserts By Pairs Front Or Back**
  20) Halogen Lights inserts by Pair
  21) Halogen Rear Deck Lights
  22) Interior Mount Radio
  23) Interior Mounted Directional Light Bars
  24) Kill Switch
  25) Light Bar
  26) Light bar with Interface box (Motorola switch box)
  27) Prisoner Cage
  28) Push Bumpers
  29) Radar System Dual Antenna
  30) Radar System Single Antenna
  31) Radio Antenna

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32) Radio Antenna Disguise
33) Radio Speaker
34) Rear Deck Lights**:** (Halogen, Led Or Strobe)
35) Rear Mount Radio
36) Rear Mount Radio Cover
37) Rear Mount Siren
38) Rear Wig-wag
39) Shotgun Rack Floor Mount
40) Shotgun Rack Overhead Mount
41) Shotgun/ Rifle Rack (Floor or Ceiling Mounted)
42) Shotgun/ Rifle Rack (Trunk Lid Mounted Non-Electrical)
43) Siren
44) Siren Speaker Disguise
45) Siren Speaker Push Bar
46) Stripe Kit
47) Strobe Grill Lights
48) Strobe Lights Inserts by Pair
49) Strobe or Led Light **Inserts By Pairs, Front Or Back**
50) Strobe Power Supplies
51) Strobe Rear Deck Lights
52) Surface LED lights
53) Switch Panel
54) Trunk Lid Shotgun Rack
55) Video System
56) Wig-Wag Flasher
57) Wig-Wag
58) winguard

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PART III- INSTALLATION

Installation of Law Enforcement Emergency Equipment, Mobile Radios and Other Miscellaneous Equipment in Hidalgo County District Attorney's Office and HIDTA Task Force Vehicles.

- *RADIO:*
  Our departments use a variety of radios. Some radios are easier to install compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

TYPE OF RADIOS:
1. Motorola Syntor (X, 9000, etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson/Johnson Line
5. Vertex Line Radios
6. Motorola Radias Line Radios (GM 300, M 120, M 1225 etc.)
7. Jensen Line Radios
8. Midland Line Radios
9. SP-130 Scanning Radio
10. QPA-1125 Dual Slot Charger

- *ANTENNAS:* (to include disguise antennas)

- *SIRENS:*
  Below is a list of the sirens used. The interested vendor must give the installation price per type. All siren removals must include the power cables, interface with radio, siren speaker, and intersection horn)

  1. Galls Street Thunder 100 Wt.
  2. Code 3 Z100 Economy Weight

  - **Siren Speakers Push Bar Mounted**
  - **Siren Speakers Concealed Mounted**

- *LIGHTBAR and OTHER MISC. EQUIP*
  To include interface cables to console and include the installation and interface with switch panels.

1) carflo
2) Cellular Phone Complete
3) Cellular Phone holder
4) Center Console
5) **Code 3 Excalibar Package** (with interface box and switch)
6) Computer
7) Computer Antenna
8) Cut Off Stop & Backup Lights
9) Dash Lights
10) **Dash Lights** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)
11) **Directional Lightbar** (Federal Signal, Code Three)
12) Disguise Interior Mount Siren
13) Dual Antenna Radar System
14) Extra Outlets (cig. lighter type)
15) **Federal Signal Jet Sonic**
16) **Federal Signal Jet Stream**
17) Fire Extinguisher

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18) Flash Light Charger
19) Full Feature Siren
20) **Fuse Panel**
21) Halogen Grill Lights
22) Halogen Lights inserts by Pair
23) **Halogen or LED Grill Lights** (to include flasher and interface with the switch panel)
24) **Halogen or LED Light Inserts by Pairs Front or Back** (to include flasher and interface with switch panel)
25) **Halogen or LED Rear Deck Lights** (to include flasher and interface with the switch panel)
26) Halogen Rear Deck Lights
27) Interface Box
28) Interior Mount Radio
29) Kill Switch
30) LED
31) Led Lights Mirror Mount
32) Led Lights surface mount
33) Light bar with Interface box (Motorola Switch Box)
34) Lightbar
35) Miscellaneous (Split Loom, Cable, Connectors, Screws, etc.)
36) Power Point
37) Prisoner Cage
38) **Prisoner Cages** (to include lower extension and side panels)
39) Push Bumper
40) Radar System Single Antenna
41) Radio Antenna
42) Radio Antenna Disguise
43) Radio Modem
44) Rear end flasher
45) Rear Mount Radio
46) Rear Mount Radio Cover
47) Rear Wig-wag
48) Reconnect interface siren with switch box
49) Shotgun Rack Floor Mount
50) Shotgun Rack Overhead Mount
51) **Shotgun/ Rifle Rack Floor Mount** (interface with the switch panel and lock timers available)
52) **Shotgun/ Rifle Rack Overhead Mount** (interface with the switch panel and lock timers if available)
53) **Shotgun/ Rifle Rack Trunk Lid Mount** (non-electrical)
54) Siren Speaker
55) Siren Speaker Push Bar
56) Stripe Kit
57) **Strobe Grill Lights** (to include interface with strobe power supply)
58) **Strobe Light Inserts by Pairs, Front or Back** (to include interface with the strobe power supply)
59) Strobe Lights inserts by Pair

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60) Strobe Power Supply
61) Strobe Rear Deck Lights
62) **Strobe Rear Deck Lights** (to include interface with strobe power supply)
63) SURFACE LED LIGHTS
64) surface LED lights by pair
65) switch
66) Switch Panel
67) Trunk Lid Shotgun Rack
68) Video System
69) **Whelen Edge 9004 SL** (with interface box and switch)
70) Wig-Wags
71) **Wig-Way Flasher** (to include interface with switch panel)

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY,month, date, 2011 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, month, date, 2011 BY 5:00 P.M.**

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Sandra Montalvo

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, August 29, 2011 8:09 AM
To: 'Sandra Montalvo'
Subject: FW: Draft Contract/Specifications Review For Approval-RFB-Repair, Installation and Removal Of Emergency Equipment, Radios, Computers & Misc. Equipment
Attachments: CONTRACT.pdf

Importance: High

Good Morning Sandra,
Attached is draft contract for the above referenced project and as approved by legal. Let me know if you have any questions.

Thanks

Vangie Y. Garcia. Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 26, 2011 4:15 PM
To: 'Evangelina Garcia'; 'Sandra Montalvo'
Subject: FW: Draft Contract/Specifications Review For Approval-RFB-Repair, Installation and Removal Of Emergency Equipment, Radios, Computers & Misc. Equipment
Importance: High

Way to go!!!!!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, August 26, 2011 3:33 PM
To: 'Martha Salazar'
Subject: RE: Draft Contract/Specifications Review For Approval-RFB-Repair, Installation and Removal Of Emergency Equipment, Radios, Computers & Misc. Equipment

The draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 26, 2011 3:03 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'; 'Sandra Montalvo'
Subject: FW: Draft Contract/Specifications Review For Approval-RFB-Repair, Installation and Removal Of Emergency Equipment, Radios, Computers & Misc. Equipment
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-229

THIS CONTRACT is made and entered into this _____ **D**ay of _____**, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____Company").

WHEREAS, Company responded to advertised notices for bids for **"Repair, Installation & Removal Of Emergency Equipment, Radios & Other Misc. Equipment"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

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otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **_____, 2011** and ending on **_____, 2012.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2)-one (1) year terms, at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

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and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

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15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

ATTEST: By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

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EXHIBIT “B”
VENDOR’S BID

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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