AI-31384 **2. A.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3-7-12

Attachments

2012- Pct.1 R&B (1200)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 01:27 PM
JC Carreon	JC Carreon	03/07/2012 01:45 PM
Auditor's Office	Arcilia Duran	03/09/2012 09:49 AM

Form Started By: Robert Elizondo Started On: 03/07/2012 01:18 PM

Final Approval Date: 03/09/2012

DATE: March 12, 2012 **MEETING REQUEST DATE:** March 13, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 Road & Bridge JE-

ACCOUNT NUMBER: 2-1200-431-00-121-005-0-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
2	-1200	-431	-00	-121	-005	-0	679	other r&m supplies	2	-1200	-431	-00	-121	-005	-0	672	equip & veh r&m supplies	6,500.00
2																		
2																		
2																		
2																		
2																		
2																		
																		6,500.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-31318 **2. B.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. 2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-005-0-xxx

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

BUDGETARY IMPACT:

Funding available in the amount of $2,735.51 as of 3/02/2012

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 12:59 PM
Ana Galvan	Ana Galvan	03/02/2012 03:52 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:33 AM

Form Started By: Yolanda Cisneros Started On: 03/02/2012 11:05 AM

Final Approval Date: 03/07/2012

DATE: March 2, 2012

2012
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Administration Department

ACCOUNT NUMBER: 2-1200-431-00-122-005-0-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
890	OTHER	412	CABLE / SATELLITE TV	$150.00
890	OTHER	442	EQUIPMENT & VEHICLE RENTALS	$350.00
890	OTHER	619	OTHER MISC SUPPLIES	$500.00
890	OTHER	631	BOTTLE WATER	$300.00
			TOTAL	**$1,300.00**

REASON:
Transfer needed for funding of blanket po's for daily activities

3/2/2012

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-31319 **2. C.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 Rd Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of 323,914.16 as of 3/02/2012

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:00 PM
JC Carreon	JC Carreon	03/02/2012 01:12 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:36 AM

Form Started By: Yolanda Cisneros Started On: 03/02/2012 11:08 AM

Final Approval Date: 03/07/2012

DATE: March 2, 2012

2012
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 2-1200-431-00-122-006-0-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	343	LAUNDRY & DRY CLEANING	$4,000.00
890	OTHER	540	ADVERTISING	$1,500.00
890	OTHER	623	BOTTLE GAS	$200.00
890	OTHER	664	OTHER MINOR EQUIPMENT	$5,000.00

AI-31320 **2. D.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct.2 South Tower CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-466-00-122-082-0-XXX

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

BUDGETARY IMPACT:

funding available in the amount of $3,197.89 (431) as of 3/02/2012

Funding available in the amount of $5,000.00 (890) as of 3/02/2012

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:00 PM
Ana Galvan	Ana Galvan	03/02/2012 04:15 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:40 AM

Form Started By: Yolanda Cisneros Started On: 03/02/2012 11:10 AM

Final Approval Date: 03/07/2012

DATE: March 2, 2012

2012
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 2-1100-466-00-122-082-0-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
431	BLDG & OTHER STRUCTURE R&M	550	PRINTING & BINDING	$1,000.00
431	BLDG & OTHER STRUCTURE R&M	631	BOTTLE WATER	$300.00
431	BLDG & OTHER STRUCTURE R&M	664	OTHER MINOR EQUIPMENT	$350.00
431	BLDG & OTHER STRUCTURE R&M	671	BUILDING & OTHER STRUCT R&M	$500.00
890	OTHER	664	OTHER MINOR EQUIPMENT	$400.00
890	OTHER	748	OTHER EQUIPMENT	$4,000.00
			TOTAL	$6,550.00

REASON:
Transfer needed for funding into object codes for day to day purchases & to cover negative accounts due to roll overs.

DEPARTMENT HEAD SIGNATURE

3/2/2012
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31323 **2. E.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct.2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $37,618.33 as of 3/02/2012
From 672 ----> 343 $2,000
From 672 ----> 532 $200
From 672 ----> 613 $200

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:02 PM
JC Carreon	JC Carreon	03/02/2012 01:20 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:37 AM

Form Started By: Yolanda Cisneros Started On: 03/02/2012 11:18 AM

Final Approval Date: 03/07/2012

DATE: March 2, 2012

2012
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Sanitation Department

ACCOUNT NUMBER: 2-1100-432-00-122-001-0-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
672	EQUIPMENT & VEHICLE R&M SUPPLIES	343	LAUNDRY & DRY CLEANING	$2,000.00
672	EQUIPMENT & VEHICLE R&M SUPPLIES	532	WIRELESS DEVICES	$200.00
672	EQUIPMENT & VEHICLE R&M SUPPLIES	613	SAFETY SUPPLIES	$200.00
			TOTAL	$2,400.00

REASON:
Transfer needed for funding of blanket po's for daily activities

DEPARTMENT HEAD SIGNATURE

3/2/2012
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31321 **2. F.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct.2 San Juan CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-466-00-122-018-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $5,000.00 as of 3/02/2012
From 890 ---> 550 $1,000.00
From 890 ---> 664 $550.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:01 PM
JC Carreon	JC Carreon	03/02/2012 01:17 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:41 AM

Form Started By: Yolanda Cisneros Started On: 03/02/2012 11:13 AM

Final Approval Date: 03/07/2012

DATE: March 2, 2012

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
San Juan CRC Department

ACCOUNT NUMBER: 2-1100-466-00-122-018-0-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	550	PRINTING & BINDING	$1,000.00
890	OTHER	664	OTHER MINOR EQUIPMENT	$550.00
			TOTAL	**$1,550.00**

REASON:
Transfer needed for funding into object codes for day to day purchases & to cover negative account(s) due to roll overs.

DEPARTMENT HEAD SIGNATURE

3/2/2012
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31322 **2. G.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct.2 TXDOT-S. McColl Rd (1315)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1315-431-00-122-028-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $68,663.59 as of 3/02/2012
From 731 ----> 711 $5,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:02 PM
Ana Galvan	Ana Galvan	03/02/2012 04:17 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:42 AM

Form Started By: Yolanda Cisneros Started On: 03/02/2012 11:16 AM

Final Approval Date: 03/07/2012

DATE: March 2, 2012

2012
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
TXDOT - S. McColl Road

ACCOUNT NUMBER: 2-1315-431-00-122-028-0-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
731	ROADS	711	ROW	$5,000.00

AI-31216 **2. H.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #3

Information

CAPTION

2012 - Pct #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-24-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/24/2012 10:58 AM
JC Carreon	JC Carreon	02/24/2012 11:55 AM
Auditor's Office	Arcilia Duran	03/07/2012 11:51 AM

Form Started By: Norma Ceballos Started On: 02/24/2012 09:48 AM

Final Approval Date: 03/07/2012

INTRA-DEPARTMENTAL TRANSFER

DATE: February 24, 2012

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 2-1100-432-00-123-001-0

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

Government Code,
Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
421	Pct #3 Sanitation - Disposal	532	Pct #3 Sanitation- Wireless Devices	$ 3,200.00
			TOTAL	$ 3,200.00

REASON: To cover expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

.TTEST COUNTY CLER

AI-31189 **2. I.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-466-00-124-077-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/23/2012.

Attachments

Line Item Transer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 11:31 AM
Ana Galvan	Ana Galvan	02/23/2012 03:45 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:45 AM

Form Started By: Jr. Munoz Started On: 02/23/2012 09:28 AM

Final Approval Date: 03/07/2012

DATE: 03/12/12 **AI#** _____

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4

ACCOUNT NUMBER: 2-1100-466-00-124-077-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME
890	Other	601	Office & Computer Supplies

TOTAL

REASON: To cover day to day expenses of the Precinct.

_____
DEPARTMENT HEAD SIGNATURE

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

AMOUNT
600.00
600.00

Y CLERK

AI-31290 **2. J.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. 4 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/01/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 08:09 AM
Ana Galvan	Ana Galvan	03/01/2012 11:43 AM
Auditor's Office	Arcilia Duran	03/07/2012 01:14 PM

Form Started By: Jr. Munoz Started On: 02/29/2012 04:32 PM

Final Approval Date: 03/07/2012

DATE: 03/12/12 **AI#**

DEPARTMENT HEAD: Joseph Palacios, Commissioner

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

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
739	Other Structures	748	Other Equipment	2,500.00
			TOTAL	2,500.00

REASON: To cover day to day operations.

DEPARTMENT HEAD SIGNATURE

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

AI-31192 **2. K.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2012 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-23-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 11:32 AM
JC Carreon	JC Carreon	02/23/2012 11:38 AM
Auditor's Office	Arcilia Duran	03/07/2012 11:48 AM

Form Started By: Yolanda Orozco Started On: 02/23/2012 10:40 AM

Final Approval Date: 03/07/2012

DATE: March 13, 2012

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: **2-1100-422-10-300-001-0-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
2-1100-422-10-300-001-0-550	Printing & Binding		2-1100-422-10-300-001-0-581	In-County Travel	$300.00
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
					$300.00

REASON: To reimburse employee(s) traveling in-County.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-31283 **2. L.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2012 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/01/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 02:05 PM
Ana Galvan	Ana Galvan	03/01/2012 11:27 AM
Auditor's Office	Arcilia Duran	03/07/2012 01:13 PM

Form Started By: Nielda Cavazos Started On: 02/29/2012 01:44 PM

Final Approval Date: 03/07/2012

DATE: **January 23, 2012**

DEPARTMENT HEAD: **Martha L. Salazar, CPPB**

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **2-1100-415-18-160-001-0-XXX**

SUBJECT: **Intradepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	OFFICE & COMPUTER SUPPLIES	442	EQUIP & VEHICLE RENTALS	**$25.00**
			TOTAL	**$25.00**

REASON: **Transfer need to pay outstanding 2011 invoice for valley bottle water.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-31415 **2. M.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Roy Cazares Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - District Attorney (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/08/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	03/08/2012 08:59 AM
Budget & Management	Erika Zamora	03/08/2012 09:22 AM
Auditor's Office	Erika Zamora	03/08/2012 09:23 AM
JC Carreon	JC Carreon	03/08/2012 09:49 AM

Form Started By: Sylvia Solis Started On: 03/08/2012 08:41 AM

Final Approval Date: 03/08/2012

INTRA-DEPARTMENTAL TRANSFER

DATE: March 13, 2012
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 2-1100-412-00-080-002-0-XXX General 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**
583	Travel Out Of County	→	780	Capital Leases	$ 111.00
583	Travel Out Of County	→	611	Police Supplies	$ 760.00
583	Travel Out Of County	→	342	Info & Credit Services	$ 27.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 898.00**

REASON:
Monies will used to pay for invoices on copiers and police supplies.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-31287 **2. N.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2012 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3-1-12

Attachments

L.I.T. 2.29.12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 08:06 AM
JC Carreon	JC Carreon	03/01/2012 08:27 AM
Auditor's Office	Arcilia Duran	03/07/2012 01:13 PM

Form Started By: Stephanie Palacios Started On: 02/29/2012 03:54 PM

Final Approval Date: 03/07/2012

DATE: **February 29, 2012**

ELECTED OFFICIAL **Laura Hinojosa**

DEPARTMENT NAME: **District Clerk**

ACCOUNT NUMBER: **2-1100-412-00-090-001-0-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**
550	Printing & Binding	671	Bldg. & Other Structure R&M Supplies	$351.25
			TOTAL	**$351.25**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-31248 **2. O.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: ELECTIONS DEPT.

Information

CAPTION

2012 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

336 --> 661 $11,309.59

Available balance as of 02/28/12

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 12:55 PM
Ana Galvan	Ana Galvan	03/01/2012 10:35 AM
Auditor's Office	Arcilia Duran	03/07/2012 11:53 AM

Form Started By: Veronica Lopez Started On: 02/28/2012 11:23 AM

Final Approval Date: 03/07/2012

DATE: February 28, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 2-1100-414-00-130-001-0-XXX

2012
Transfer

AI- 31248

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 Department- Comp Srv	661	Elections Dept- Minor Office Furn & Equip	$11,309.59
336	Elections Department- Comp Srv	679	Elections Dept- Other R&M Supplies	$1,500
336	Elections Department- Comp Srv	619	Elections Dept- Other Misc Supplies	$300.00
			TOTAL	$13,109.59

REASON:
Transfer needed for 2011 purchase order causing a negative and other 2012 expenses.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31194 **2. P.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: ELECTIONS DEPT.

Information

CAPTION

2012 - Elections Department (1283)

BACKGROUND

HAVA Program Income
2-1283-414-00-130-016-8-XXX

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1283-414-00-130-016-8-XXX

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

BUDGETARY IMPACT:

336 --> 748 $0.40
Available balance as of 02/23/12

Attachments

2012 HAVA Program Income LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 12:58 PM
Ana Galvan	Ana Galvan	02/23/2012 03:51 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:50 AM

Form Started By: Veronica Lopez Started On: 02/23/2012 11:54 AM

Final Approval Date: 03/07/2012

DATE: **February 23, 2012**

2012
Transfer

AI- 31194

DEPARTMENT HEAD: **Yvonne Ramon**

DEPARTMENT NAME: **Elections Department**

ACCOUNT NUMBER: **2-1283-414-00-130-016-8-XXX**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
336	HAVA Program Income- Comp Services	748	HAVA Program Income- Other Equip	0.40
			TOTAL	**0.40**

REASON:
Transfer needed for refurbished Ivo/ADA purchase (see PO # 666260).

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31203 **2. Q.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2012 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/02/2012.

Attachments

R-2_31203_3-13-2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 03:19 PM
Ana Galvan	Ana Galvan	03/01/2012 10:33 AM
Auditor's Office	Angela Garcia	03/01/2012 03:09 PM
Ana Galvan	Ana Galvan	03/01/2012 04:24 PM
Ana Galvan	Ana Galvan	03/02/2012 03:46 PM

Form Started By: Edna Kirby Started On: 02/23/2012 03:04 PM

Final Approval Date: 03/02/2012

DATE: **March 13, 2012**

DEPARTMENT HEAD: **Renan Ramirez**

DEPARTMENT NAME: **Information Technology Dept.**

ACCOUNT NUMBER: **2-1100-415-00-200-002-0-XXX**

SUBJECT: **Intradepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT CODE DESCRIPTION	**TO** OBJECT CODE	OBJECT CODE DESCRIPTION	**AMOUNT**
336	COMPUTER SERVICES	534	INTERNET SERVICES	$ 4,000.61
812	SOFTWARE LICENSE RENEWAL	320	PROFESSIONAL SERVICES	$ 7,217.00
442	EQUIPMENT & VEHICLE RENTALS	780	CAPITAL LEASES	$3,002.44
			TOTAL	**$14,220.05**

REASON: **Tranfer monies to cover expenses.**

DEPARTMENT HEAD SIGNATURE

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

AI-31305 **2. R.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Facilities Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as 03/02/2012.

Attachments

Intradept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 02:55 PM
Ana Galvan	Ana Galvan	03/02/2012 03:49 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:44 AM

Form Started By: Olga Garza Started On: 03/01/2012 01:23 PM

Final Approval Date: 03/07/2012

DATE: March 13, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Mgmt

ACCOUNT NUMBER: 2-1100-419-40-220-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
671	BLDG & OTHER STRUC R & M SUPPLIES	619	OTHER MISC SUPPLIES	2,000.00
671	BLDG & OTHER STRUC R & M SUPPLIES	748	OTHER EQUIPMENT	1,000.00
671	BLDG & OTHER STRUC R & M SUPPLIES	413	ELEC SURVEILLANCE & SECURITY	4,000.00
671	BLDG & OTHER STRUC R & M SUPPLIES	672	EQUIP & VEH R & M SUPPLIES	8,000.00
679	OTHER R & M SUPPLIES	672	EQUIP & VEH R & M SUPPLIES	2,000.00
			TOTAL	17,000.00

REASON:
Intradepartmental Transfer to cover negative balance.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31190 **2. S.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-006-2-XXX

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

BUDGETARY IMPACT:

RLSS-LPHS-

Funds available in corresponding object codes. See attached projections report.

Attachments

LIT

projections report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 11:32 AM
Rosalinda Cantu	Rosie Cantu	03/01/2012 04:35 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:48 AM

Form Started By: Mike Escaname Started On: 02/23/2012 09:37 AM

Final Approval Date: 03/07/2012

Date: February 23, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-006-2- RLSS / LPHS
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
2-1293-441-00-340-006-2-113	RLSS-LPHS-REG F/T EMPLOY	2-1293-441-00-340-006-2-601	RLSS-LPHS-OFFICE & COMPU	$7,000.00
2-1293-441-00-340-006-2-260	RLSS-LPHS-WORKERS COMP	2-1293-441-00-340-006-2-601	RLSS-LPHS-OFFICE & COMPU	$832.00
2-1293-441-00-340-006-2-220	RLSS-LPHS-FICA	2-1293-441-00-340-006-2-211	RLSS-LPHS-HEALTH INSURAN	$ 200.00
			Amount	$ 8,032.00

Revenue Account
Amount Requested: $ 8,032.00

Reason: Line item transfer needed to cover anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

RLSS / LPHS FY 12

GRANT ENDING 08/31/2012

Projection of Salaries and Fringes for the remainder of the RLSS/LPHS FY 12 period ending 08/31/12

		*COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 2/23/2012	ANTICIPATED SURPLUS (DEFICIT)
Salaries-F/T	113	$ 2,268.85	14.5	$ 32,898.33	$ 40,120.29	$ 7,221.97
Sub-Total Pay						**$ 7,221.97**
Health Insurance	211	$ 297.31	15	$ 4,459.65	$ 4,295.23	$ (164.42)
Life Insurance	212	$ 3.86	6	$ 23.16	$ 28.79	$ 5.63
Fica	220	$ 167.89	14.5	$ 2,434.41	$ 3,127.81	$ 693.41
Retirement	230	$ 225.73	14.5	$ 3,273.09	$ 3,819.70	$ 546.62
Unemployment Comp.	250	$ 11.35	14.5	$ 362.43	$ 516.43	$ 154.01
Worker's Comp	260	$ -	0	$ -	$ 832.00	$ 832.00
Sub-Fringes						**$ 2,067.24**
		$ 2,974.99		**$ 43,451.05**	**$ 52,740.25**	**$ 9,289.20**

Pay Periods Remaining at 02/24/12:

1	pp 5	3/9/2012
2	pp 6	3/23/2012
3	pp 7	4/5/2012
4	pp 8	4/20/2012
5	pp 9	5/4/2012
6	pp 10	5/18/2012
7	pp 11	6/1/2012
8	pp 12	6/15/2012
9	pp 13	6/29/2012
10	pp 14	7/13/2012
11	pp 15	7/27/2012
12	pp 16	8/10/2012
13	pp 17	8/24/2012
14	pp 18	9/7/2012
15	pp 19	9/21/2012 5 days only

Notes:

Health Insurance is paid twice per month.

Life Insurance is paid once per month.

Prepared by Mike Escaname
Health Human Services Dept.
02/23/2012

AI-31252 **2. T.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-052-2-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-28-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 12:55 PM
JC Carreon	JC Carreon	02/28/2012 01:25 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:54 AM

Form Started By: Mike Escaname Started On: 02/28/2012 12:37 PM

Final Approval Date: 03/07/2012

Date: February 28, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-052-2- PRENATAL / MATERNITY
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
2-1293-441-00-340-052-2-540	PRENATAL / MATERNITY - AD	2-1293-441-00-340-052-2-211	PRENATAL / MATERNITY-HEA	$7,500.00
			Amount	$ 7,500.00

Revenue Account
Amount Requested: $ 7,500.00

Reason: Line item transfer needed to cover deficit balance in account.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-31265 **2. U.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3-6-12

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/29/2012 12:58 PM
Budget & Management	Merlen P. Munoz	03/06/2012 11:48 AM
JC Carreon	JC Carreon	03/06/2012 01:37 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:57 AM

Form Started By: Virginia Rodriguez Started On: 02/29/2012 09:48 AM

Final Approval Date: 03/07/2012

DATE: FEBRUARY 21, 2012

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-21-280-002-0-	607-HOUSEHOLD & JANITORIAL SUPPLIES	2-1100-423-21-280-002-0-	619-OTHER MISC. SUPPLIES	1,260.00
2-1100-423-21-280-002-0-	607-HOUSEHOLD & JANITORIAL SUPPLIES	2-1100-423-21-280-002-0-	664-OTHER MINOR EQUIPMENT	697.00
			T O T A L	$1,957.00

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR FOOD CARTS FOR KITCHEN.

\

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-31201 **2. V.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Master Court I (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-031-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/23/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 03:18 PM
JC Carreon	JC Carreon	02/23/2012 04:26 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:49 AM

Form Started By: Sylvia Solis Started On: 02/23/2012 02:48 PM

Final Approval Date: 03/07/2012

DATE: February 23, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Master Court

ACCOUNT NUMBER: 2-1100-412-00-031-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	811	LICENSE & PERMITS	75.00
			TOTAL	75.00

REASON:
Intradepartmental Transfer to fund License expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31296 **2. W.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Judge Israel Ramon Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-010-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3-1-12

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 10:38 AM
JC Carreon	JC Carreon	03/01/2012 11:36 AM
Auditor's Office	Arcilia Duran	03/07/2012 01:15 PM

Form Started By: Ana Galvan Started On: 03/01/2012 09:49 AM

Final Approval Date: 03/07/2012

DATE: March 13, 2012

DEPARTMENT HEAD: HON. ISRAEL RAMON

DEPARTMENT NAME: 430TH DISTRICT COURT

ACCOUNT NUMBER: 2-1100-412-00-010-001-0-XXX

CONTACT PERSON: MARICELA SALINAS

Budget **Budget Intradepartmental Transfer**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following intradepartmental budget transfer/s in accordance with Local Chapter 111, Subchapter C.

FROM		**TO**	
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**
890	**Other**	**601**	**Office & Computer Supplies**
			TOTAL

REASON: Transfer is needed to office & computer supplies.

DEPARTMENT HEAD SIGNATURE

C

APPROVED COMMISSIONERS' COURT

ATTEST (

Government Code,

AMOUNT
1,500.00
1,500.00

_____

_____

:C DATE

_____

:OUNTY CLERK

AI-31329 **2. X.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Lydia Barrientes Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY COURT #3 (PROBATE)

Information

CAPTION

2012 - Probate Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-023-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/02/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 02:13 PM
Ana Galvan	Ana Galvan	03/02/2012 04:21 PM
Auditor's Office	Arcilia Duran	03/07/2012 11:34 AM

Form Started By: Angela Garcia Started On: 03/02/2012 01:56 PM

Final Approval Date: 03/07/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 03/02/12

DEPARTMENT HEAD: JUDGE HOMERO GARZA

DEPARTMENT NAME: PROBATE COURT

ACCOUNT NUMBER: 2-1100-412-00-023-001-0-890

CONTACT PERSON: LYDIA BARRIENTES

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	550	PRINTING & BINDING	100.00
			TOTAL	100.00

REASON: PURCHASE ENVELOPES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-31258 **2. Y.**

CC CONSENT

Meeting Date: 03/13/2012

Department: COUNTY COURT #4

Information

CAPTION

2012 - CCL#4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-00-024-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-29-12

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 04:18 PM
JC Carreon	JC Carreon	02/29/2012 08:28 AM
Auditor's Office	Arcilia Duran	03/07/2012 11:56 AM
Purchasing Department	Marty Salazar	03/07/2012 01:33 PM

Form Started By: Rachel Segura Started On: 02/28/2012 04:08 PM

Final Approval Date: 03/07/2012

INTRA-DEPARTMENTAL TRANSFER

DATE: **February 28, 2012**

DEPARTMENT HEAD: **Judge Fred Garza**

DEPARTMENT NAME: **County Court at Law No. 4**

ACCOUNT NUMBER: **2-1100-412-00-024-001-0-**

CONTACT PERSON: **Rachael Segura** PHONE: **956-318-2390**

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**	**745**	**Computer Equipment**	**$1,044.35**
			TOTAL	**$1,044.35**

To purchase a new desktop for the courtroom.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-31279 **2. Z.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Rosa E. Trevino, JP Pct 2, PL 2 Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - J.P. Precinct 2, Place 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-064-001-0-XXX

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

BUDGETARY IMPACT:

Availalbe account balance as of 3-1-12

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 09:44 AM
JC Carreon	JC Carreon	03/01/2012 10:38 AM
Auditor's Office	Arcilia Duran	03/07/2012 01:12 PM

Form Started By: Ana Galvan Started On: 02/29/2012 01:31 PM

Final Approval Date: 03/07/2012

31279

DATE: February 28, 2012

DEPARTMENT HEAD: Rosa E. Treviño

DEPARTMENT NAME: J.P. PCT 2 PL 2

ACCOUNT NUMBER: 1100-412-00-0404-001-0

Contact Person: Rachel Bueno Phn: (956) 787-1980

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		AMOUNT
442	EQUIP + VEHICLE RENTALS	780	CAPITAL LEASES	1,392.00
			TOTAL	1,392.00

REASON: Need to pay 2012 invoices.

02, 28, 2012
DATE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31325 **3. A.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 Adm. (1200):
Approval of 2012 interdepartmental transfer from Pct.2 Rd Maintenance (Prg 006) into Pct.2 Administration (Prg 005) in the amount of $6,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-00X-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $241,026.48 (Prg 006 *890*) as of 3/08/2012

From (Prg 006) 890 ----> 584 $2,000.00
From (Prg 006) 890 ----> 532 $1,500.00
From (Prg 006) 890 ----> 601 $3,000.00

Attachments

Inter-Dept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:04 PM
Roland Garcia	Rolando Garcia	03/08/2012 09:46 AM
Auditor's Office	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Yolanda Cisneros Started On: 03/02/2012 12:32 PM

Final Approval Date: 03/09/2012

DATE: March 2, 2012

2012
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 2-1200-431-00-122-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
2-1200-431-00-122-006-0-890	PCT.2 ROAD MAINT. - OTHER	($6,500.00)
TO		
2-1200-431-00-122-005-0-584	PCT 2 ADM - REGISTRATION FEES	$2,000.00
2-1200-431-00-122-005-0-532	PCT 2 ADM - WIRELESS DEVICES	$1,500.00
2-1200-431-00-122-005-0-601	PCT 2 ADM - OFFICE & COMPUTER SUPPLIES	$3,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT2 ROAD MAINTENANCE into ADMINISTRATION to cover expenses for the year.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-31394 **3. B.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Approval of 2012 interdepartmental transfer from Pct.2 Rd Maintenance Prg (006) to Pct.2 Tower Rd (Owassa-Alamo City Limits) Prg (049) in the amount of $90,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-0XX-00-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $241,026.48 as of 3/07/2012
From Prg (006) 890 ----> Prg (049) 731 $90,000.00.

Attachments

Inter-Dept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 04:38 PM
Auditor's Office	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Yolanda Cisneros Started On: 03/07/2012 03:51 PM

Final Approval Date: 03/09/2012

DATE: March 7, 2012

2012
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 2-1200-431-00-122-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
2-1200-431-00-122-006-0-890	PCT.2 ROAD MAINT. - OTHER	($90,000.00)
TO		
2-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROADS	$90,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT2 ROAD MAINTENANCE into TOWER RD (OWASSA - ALAMO CITY LIMITS) to cover negative & Change Order #5 plus other expected expenditures on project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-31371 **4. A.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 03-13-12

Pct 1 Water Service Availability 03-13-12

Pct 2 & 4 Cert Plat & Utility Status 03-13-12

Pct 3 Cert Plat & Utility Status 03-13-12

Pct 3 Water Service & Availability 03-13-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 11:07 AM
Olga Garza	Olga Garza	03/08/2012 03:07 PM
Auditor's Office	Arcilia Duran	03/09/2012 08:36 AM

Form Started By: Irma Castillo Started On: 03/07/2012 10:58 AM

Final Approval Date: 03/09/2012

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	CINTIA T. CASTRO	1-8719
2.	RICHIE CASTILLO	1-8711
3.	JUAN J. SOTO JR.	1-8667
4.	CRYSTAL Y. REYES	1-8709
5.	CARLOS ROSAS	1-3174
6.	NORMA D. GONZALES	1-7945
7.	BLANCA D. HERNANDEZ	1-6448
8.	MYRIAM GARZA	1-8722
	COMM. COURT:MARCH 13, 2012	

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: 1-8719

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: Cintia T. Castro

Address: 804 S. Tennessee Ave
Weslaco, Tx 78596

Phone: 956-355-1305

Water Supplier: NAWSC

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

Account/ESI No.: N/A
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Frontera Heights Ph. II lot # 9 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 06-23-09);

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 _____);

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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: 1-8719

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: Cintia T. Castro

Address: 804 S. Tennessee Ave
Weslaco, Tx 78596

Phone: (956) 355-1305

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

Frontera Heights Ph. II lot # 9

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Cintia T. Castro
Requesting Party (Signature)

3/5/12
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:

3/6/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8719
Mar. 5, 2012

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

F7660-02-000-0009-00

[1] OWNER: CASTRO, CINTIA T. & FERNANDO

804 S. TENNESSEE AVE.
WESLACO, TX 78596
Telephone No. 854-8053

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 672 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
FRONTERA HEIGHTS PH.#2 LOT#9

LOCATION: 0 MILE 6 & MILE 13 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,300

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBAKS & REG
FRONT 50' REAR 30' SIDES 6' FINISH FLOOR ELEV. East Side 30'
18" ABOVE CENTERLINE OF ST.

Prepared by — Date: 3/5/12

Approved by: Jonathan Tordo — Date: 3/1/12

Signature of Owner or Applicant: x Cintia Castro — Date: 3-5-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

DEED OF TRUST

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

Date: February 23, 2012

Grantor: Cintia Teresa Castro and Fernando Castro

Grantor's Mailing Address (including county):
804 S Tenessee
Weslaco, Texas 78596
Hidalgo County, Texas

Trustee: Anthony E. Gray
Trustee's Mailing Address (including county):
806 N. Jackson Rd.
Hidalgo, Texas 78557
Hidalgo County, Texas

Beneficiary: Stonehaven Development, Inc., a Texas Corporation

Beneficiary's Mailing Address (including county):

806 N. Jackson Rd.
Hidalgo, Texas 78557

Note:

Date:	February 23, 2012
Amount:	Twenty-Nine Thousand Four Hundred Ninety-Five and 0/100 Dollars ($29,495.00)
Maker:	Cintia Teresa Castro and Fernando Castro

Payee: Stonehaven Development, Inc., a Texas Corporation

Property (including any improvements):

Lot 9, Frontera Heights Phase II, Subdivision, Hidalgo County, Texas, as per Map or Plat recorded in Instrument No. 2009780, Map Records in the Office of the County Clerk of Hidalgo County, Texas, eference to whcih is here made for all purposes.

Other Exceptions to Conveyance and Warranty:

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

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 23 day of February, 2012, by Cinta Teresa Castro.

Notary Public, State of Texas

FERNANDO BETANCOURT
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-29-2013

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 23 day of February, 2012, by Fernando Castro.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stonehaven Development, Inc.
806 N. Jackson Rd.
Hidalgo, Texas 78557

~hd69818.wpd

FERNANDO BETANCOURT
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-29-2013

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: 1-8711

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: Richie Castillo

Address: F.M 490 E
Brushline rd
Edinburg, TX 78542

Phone: (956) 624-8568

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		48714
Date Approved:	1 1	3/5/2012

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Cantona Acres #7 Lot #8,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2/02/12);

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 Reyna);

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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: 1-8711

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: Richie Castillo

Address: F.M 490 E Brushline Rd
Edinburg Tx 78542

Phone: (956) 624-8568

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

Cantana Acres #7 Lot 18

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Richie Castillo
Requesting Party (Signature)

3-5-12
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:

3/5/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8711
Mar. 2, 2012

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

L2845-07-000-0008-00

[1] OWNER: CASTILLO, RICHIE

16783 E. FM 490
EDINBURG, TX 78542
Telephone No. 624-8568

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 960 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES #7 LOT #8

LOCATION: 0 FM 2812 & MILE 12

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 50' REAR 35' CORNER SIDE 10' SIDE 6' FINISH
FLOOR ELEV. 18" ABOVE CENTERLINE OF ST.

Prepared by — Date: 3/2/12

Jonathan Icicho — Approved by — Date: 2/29/12

x Lilia G. Lozano — Signature of Owner or Applicant — Date: x 03/02/2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 C Pct: 1

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: February 18, 2012

Grantor: The Three Grandes, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540

Grantee: Richie Castillo

Grantee's Mailing Address (including county):
FM 490 E Brushline Rd
Edinburg, Texas 78549
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-Eight Thousand Dollars and No Cents ($28,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 08, Lantana Acres No. 7 Subdivision, 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 2277625

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated April 27, 2011, 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 2206582. 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 Lantana Acres No. 7 Subdivision, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2277625; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

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

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

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

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

The Three Grandes, Ltd., a Texas Limited Partnership

BY: El Guy Loco, L.L.C, a Texas Limited Liability Company

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 18 day of February, 2012, by Richard W. Ruppert, President of El Guy Loco, L.L.C., a Texas Limited Liability Company in it's capacity as General Partner of The Three Grandes, Ltd., a Texas Limited Partnership on behalf of said Limited Partnership..

NOTARY PUBLIC STATE OF TEXAS
Ana I Vandever
My Commission Expires
05/20/2015

Ana Vandever
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

The Three Grandes, Ltd.
P.O. Box 959
Edinburg, Texas 78540

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

ReMerge-It

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: 1-8667

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: Juan J. Soto Jr.

Address: 1310 Laurie Dr
Donna Tx 78537

Phone: (956) 532-4101

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	1 1	2 12/2012

Water Supplier: N/A

Utility Provider: [ ]M.V.E.C. [4 AEP

Account/ESI No.: 100327894 5146 7990

[ ] Temporary Pole [4 Permanent Service

regarding the land described as:

River Road lot# 13 BLK# 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 03/19/04);

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 Gilbert Perina);

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

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

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

Planning Department Authorized Signature

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8667

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

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

PARTY MAKING REQUEST:

Name: Juan J. Soto Jr.

Address: 1310 Laurie Dr.
Donna TX 78537

Phone: (956) 532-4101

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

River Road lot # 13 BLK #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) — Date: 2/24/12

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:

2/24/2012
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8667
Feb. 23, 2012

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

R3295-00-002-0013-00

[1] OWNER: SOTO, JUAN JOSE, Jr.
PO BOX 165

DONNA TX 78537-0165

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: CITY

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

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

[6] USE OF BUILDING: RES. ZONE B

[7] LEGAL DESC./NAME OF SUBDIVISION
RIVER ROAD LOT 13 BLK 2

LOCATION: 0

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,800

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 15' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE NATURAL GROUND

Prepared by — Date: 2/23/2012

Approved by: Jonathan Isidro — Date: 2/21/12

Signature of Owner or Applicant — Date: 2/23/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0505 Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

126 - WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,

County of Hidalgo

Know All Men by These Presents:

1452248

THAT I, Raul Echevarria,

of the County of Hidalgo State of Texas for and in consideration

of the sum of TEN AND NO/100ths----------($10.00)----------
----------DOLLARS

to me in hand paid by JUAN JOSE SOTO, JR.
Tx. D.L.#20320090

As follows:

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.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

JUAN JOSE SOTO, JR.

whose mailing address is P. O. Box 165, Donna, Texas 78537,
of the County of Hidalgo State of Texas all that certain Property (including any improvements):

ALL of Lot Thirteen (13), Block Two (2), RIVER ROAD SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 24, Page 2A, Map Records, Hidalgo County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Any and all restrictions, reservations and encumbrances of record with the office of the County Clerk, Hidalgo County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said JUAN JOSE SOTO, JR., his heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said JUAN JOSE SOTO, JR., his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Donna, Texas this 28th day March 2005.

Witness at Request of Grantor:

x Raul Echevarria
Raul Echevarria
Mich. D.L.#E-216-730-021-305

(Acknowledgment)

STATE OF TEXAS
COUNTY OF Hidalgo

This instrument was acknowledged before me on the 28th day of March 2005, by Raul Echevarria.

JUANITA S PEREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-30-2008

My commission expires
04-30-2005

Notary Public, State of Texas
Notary's printed name: JUANITA S. PEREZ

Warranty Deed

FROM

Raul Echevarria

.....

.....

TO

Juan Jose Soto, Jr.

.....

.....

FILED FOR RECORD

This ..... day of .....

at ..... o'clock ..... M.

.....

County Clerk

By .....

Deputy

RECORDED

Attached, true copies.....

In Book 6432 Page 55232 - Hidalgo County Records

Hidalgo County, Texas

Guipocay a sa

Certificate No. 2002,30 Jan 10 County Clerk

Rio Grande Valley, Texas

By Alma Gloria Hernandez

Deputy

Filed for Record

Recording Fee $ .....

This instrument should be filed immediately with the County Clerk for record.

WHEN RECORDED RETURN TO:

P. O. Box 165

Donna, Texas 78537

THE ODEE COMPANY, Publishers, Dallas

STATE OF TEXAS
COUNTY OF } (Acknowledgment)

This instrument was acknowledged before me on the day of

by

My commission expires:

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

STATE OF TEXAS
COUNTY OF } (Acknowledgment)

This instrument was acknowledged before me on the day of

by

My commission expires:

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

STATE OF TEXAS
COUNTY OF } (Acknowledgment)

This instrument was acknowledged before me on the day of

by

My commission expires:

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

City of Donna
The Heart of the Valley

CERTIFICATE OF COMPLIANCE

NAME OF THE PROPERTY OWNER: Juan J. Soto Jr.

LEGAL DESCRIPTION OF PROPERTY: River Road Subdivision Block 2 Lot 13, Hidalgo County, Texas

LOCATION OF PROPERTY: 1310 Laurie Dr.

DATE: February 24, 2012

The property described above or in the attached legal description is in compliance with City of Donna's Subdivision Regulations. Utility services may be extended to the property by the public utilities holding a certificate of conveyance and necessity in such area. This certificate applies to the issuance of permits for the construction of a residential and non-residential building.

Compliance with the City of Donna's Subdivision Regulations is based on:

__X__ The city will provide sewer service to the area.
__X__ The city will provide water service to the area.
_____ The property was subdivided after it being in the City's extraterritorial jurisdiction or corporate limits.
_____ Where the last recorded conveyance of such lot or tract by metes and bounds was prior to October 15, 1973.
_____ Where a building was in existence on said lot prior to October 15, 1973.
_____ Where such subdivision, whether by recorded plat or by actual occupancy and use, was in existence prior to October 15, 1973.
_____ Where such division of land is used for agricultural purposes in parcels or tracts of more than 5 acres & not involving any new street, alley, or easement of access.
_____ A Family partition in accordance with Ordinance No. 729.
__X__ Building in compliance with the city's subdivision regulations.
_____ Previous Deed Before 1995 as per Tommy Ureste, Hidalgo County Planning Dept.

PROPERTY IS SUBJECT TO STATE AND COUNTY REGULATIONS THAT MAY INCLUDE BUILDING PERMITS, FLOOD PLAIN MANAGEMENT, MINIMUM LOT SIZE FOR SEPTIC TANK PERMITS, ALLOWABLE NUMBER OF UNITS PER LOT OR TRACT, POTABLE WATER SUPPLY, ETC.

COMMENTS: Any future division of the property for any purpose will be subject to compliance with the City's review and Subdivision Ordinance requirements and subject to County Planning Department Certificate of approval.

Fernando Flores, Planning Director

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: 1-8709

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: Crystal Y. Reyes

Address: 9914 Flamboyan Drive, Mercedes Tx. 78570

Phone: 956-219-7471

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
San Jacinto Estates No. 5 lot 11 ,

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 7/01/09);

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 Reina);

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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: 1-8709

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: Crystal Y. Reyes

Address: 9914 Flamboyan Drive
Mercedes, Tx. 78570

Phone: 956-219-7471

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

San Jacinto Estate No. 5 lot 11

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Crystal Reyes — Requesting Party (Signature)
3-2-12 — 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:

3/6/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8709
Mar. 2, 2012

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

S0669-05-000-0011-00

[1] OWNER: REYES, CRYSTAL Y.

P.O BOX 1294
PROGRESO TX 78579
Telephone No. 219-7471

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 840 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN JACINTO EST. NO.5 LOT 11

LOCATION: 0 MILE 13 1/2 & FM 1015

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $13,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___✓___NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGUALTIONS
SETBACKS:25' REAR:35' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST.18"

Prepared by — Date: 3/2/12

Approved by — Date: 3/1/12

Signature of Owner or Applicant — Date: 3-2-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0485 C Pct: 1

Community No.: 480304

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.

DEED OF TRUST

Date: February 18, 2012

Grantor: Crystal Reyes
Grantor's Mailing Address (including county):
P.O.Box 1294
Progreso, Texas 78579
Hidalgo County, Texas

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

Beneficiary: San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company
Beneficiary's Mailing Address:

900 S, Stewart Rd., Suite 12
Mission, Texas 78572

Note:

Date: February 18, 2012
Amount: Thirty-Four Thousand Five Hundred and 0/100 Dollars ($34,500.00)
Maker: Crystal Reyes

Payee: San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company

Property (including any improvements):

Lot(s) 11, San Jacinto Estates No. 5, 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 2012515

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 26, 2008, payable to the order of Jean Stokes, individually and as Independent Executrix and Trustee of the Jack H. Stokes Family Trust under the Last Will and Testament of Jack H. Stokes, Deceased 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 2008-1932614;
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 San Jacinto Estates No. 5, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number2012515; 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

connection with this Deed of Trust shall not be deemed to have been given to Beneficiary until actually received by Beneficiary. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.

15. Tax and Insurance Reserve. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premium and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

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

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

Crystal Reyes

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 18 day of February, 2012, by Crystal Reyes .

Notary Public, State of Texas

AMANDA V. ZAMORA
MY COMMISSION EXPIRES
November 21, 2012

AFTER RECORDING RETURN TO:

San Jacinto Enterprises, L.L.C.
900 S, Stewart Rd., Suite 12
Mission, Texas 78572

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

ReMerge-It

County of Hidalgo

1304 S. 25th Ave. - Edinburg, TX 78539
Phone: (956) 383-0111 • Fax: (956) 383-7351

On-Site Sewerage Inspection Report

Owner: JACINTO GARZA **Permit #:** 50439

Address: SAN JACINTO EST #5 **Phone #:**

Location: 88 - 13 1/2 LOT 11 **No. Bedrooms:** N/A proposed 3 bed

Tank Type: CONCRETE

Inside diameter: 5'

Inside length of sides: 5'

Liquids depth or distance from tank bottom to outlet bottom: 48"

Airspace (approximately): 3"

Approximate gallon cap.: 2 500 = 1000 Gallons

Drain Field: Trench ✓ Bed: _____ Evapotranspiration: _____

Distance from private well: N/A

Distance from foundation: To tank: VL To drainfield: VL

Distance from property line: To tank 6' To drainfield: 8'

Depth of Trench: 36" Width of trench: 36"

Backfill material: lb: _____ II: ✓ III: _____

Dimensions: 200' X 5' = 1000 Sq. Ft.

Gravel: Natural: _____ Crushed: _____ Washed: ✓

Amount: 20 yards, or Tons (per installation)

Pipe: Type: 2729 Brand (if known): _____ Number of feet: 200'

General conditions and Workmanship:

Solid Lines from house schedule 40 and have cleanout	☑ YES ☐ NO
T's installed in tank at least 25% of liquid level	☑ YES ☐ NO
Trench or bed bottom essentially level	☑ YES ☐ NO
Gravel generally consistent 12" depth throughout field	☑ YES ☐ NO
Perforated pipe generally level throughout field	☑ YES ☐ NO
Porous media uniform (.72-2.0 inches)	☑ YES ☐ NO
Inlet and outlet flow clearly marked	☑ YES ☐ NO
Port holes 12" in diameter	☑ YES ☐ NO
Are end caps provided if drainfield not looped	☑ YES ☐ NO
Septic tank sturdy/water-tight	☑ YES ☐ NO
Geo-textile fabric used for the permeable soil barrier	☑ YES ☐ NO
Manufacturer's name address & tank capacity clearly visible	☑ YES ☐ NO

Installer: I MATA **License No.:** 4376

Remarks: _____

Inspector: [signature] **Date:** 1-6-11

D.R. Lic. # 20831

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: 1-3174

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: Carlos Roses

Address: 630 w taft Dr #16
Harlingen TX 78550

Phone: 793 42 07

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Los Amigos lot #47,

on Los Amigos LOT 47, 20 12, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-01-04);

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 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);

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

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-3174

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: Carlos Rosas

Address: 630 W Taft Dr H 16
Harlingen Tx 78550

Phone: 793 42 07

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

Los Amigos Lot 47

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 Carlos Rosas — Requesting Party (Signature)
3/6/12 — 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:

3/7/12 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-3174
Feb. 7, 2006

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

L5665-00-000-0047-00

[1] OWNER: ROSAS, CARLOS
709 S. L STREET

HARLINGEN, TEXAS 78550
Telephone No. 778-6337

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
C-51 NEW RESIDENTIAL

[5] SIZE OF STRUCTURE: 1,500 Sq. Ft.

[6] USE OF BUILDING: NEW CONST.

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS AMIGOS Lot 47

LOCATION: 0 MILE 11 & MILE 1 W.

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BRIC

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
FT. 25' REAR 20' SIDES 6' NO LIGHT OR WATER UNTIL
SETBACKS ARE IN COMPLINACE

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$0.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

16.00

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN 1484921

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

Date: June 6, 2005

Grantor: Tierra Bendita, Ltd. , a Texas limited partnership
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540-0959

Grantee: Carlos Rosas

Grantee's Phone Number: (956) 778-6337
Grantee's Mailing Address (including county):
709 S. L Street
Harligen, Texas 78550
Cameron County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Fifteen Thousand Dollars and No Cents ($15,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll A. Whiteford, Trustee.

Property (including any improvements):

> Lot(s) 47, Los Amigos Subdivision, as shown by the map or plat thereof recorded in Volume 46, Pages 95-97, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Los Amigos Subdivision, as shown on the plat thereof, recorded in Volume 46, Pages 95-97, Map records of Hidalgo County, Texas; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

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

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

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

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

Tierra Bendita, Ltd. , a Texas limited partnership
Dos Grandes No. 5, LLC, a Texas limited liability company

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 10 day of June, 2005, by Richard W. Ruppert, President of Dos Grandes No. 5, LLC, a Texas limited liability company, in its capacity of General Partner of Tierra Bendita, Ltd., a Texas limited partnership.

_____
Notary Public, State of Texas

America Briggs
Notary Public, State of Texas
My Commission Expires:
June 27, 2006

AFTER RECORDING RETURN TO:

Tierra Bendita, Ltd.
P.O. Box 959
Edinburg, Texas 78540-0959

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

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

On: Jun 17,2005 at 07:55A

As a Recording

Document Number: 1484721
Total Fees : 18.00

Receipt Number - 684066
By,
Imelda Leal, Deputy

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: 1-7945

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: Norma D. Gonzalez

Address: 4711 ABBEY St
Mercedes, Tx. 78570

Phone: (956) 272-3260

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Canuck Village Lot # 34 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-07-09);

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 _____);

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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: 1-7945

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

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

PARTY MAKING REQUEST:

Name: Norma D Gonzales

Address: 4711 Abbey St.
Mercedes, Tex 78570

Phone: (956) 272-3260

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

Canuck Village Lot #34

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Norma D Gonzales 3-6-12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

3-6-12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7945
Apr. 19, 2011

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

C1297-00-000-0034-00

[1] OWNER: GONZALEZ, NORMA D. &
JOHANNA M. CASTILLO
4711 ABBEY ST
MERCEDES TX, 78570
Telephone No. 363-0381

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
CANUCK VILLAGE LOT 34

LOCATION: 0 MILE 12 & MILE 2 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WIYH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT 25' REAR 35' NORTH SIDE 35'
SOUTH SIDE 6'

Prepared by _____ Date 4-19-11

Approved by _____ Date 4-15-11

X _____ Signature of Owner or Applicant X Date 4-19-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: LO Panel No. /Suffix: 480334 Y Pct: 1

Community No.: 0450 C

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.

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: March 8, 2010

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

P.O. Box 720821
McAllen TX 78504
Hidalgo County

Grantee: Norma D. Gonzalez and Johanna M. Castillo
Grantee's Mailing Address (including county):
P.O. Box
Mercedes TX 78570
Hidalgo County
(956) 647-2600

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of **$23,000.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):
LOT 34, CANUCK VILLAGE SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED DOCUMENT # 2040759 IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.
Reservations From and Exceptions to Conveyance and Warranty:
SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO liens in favor of McAllen National Bank as recorded in Deeds of Trust dated December 8, 2006 and recorded as documents # 1695607 in the official records of Hidalgo County, Texas.
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.
For Grantor and Grantor's successors, a reservation of an undivided interest in the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

[redacted]tor, 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
Canuck Village Subdivision

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on March 8, 2010 by PAUL DANIEC, President of Canuck Village Subdivision.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

CK [redacted]

County of Hidalgo

1304 S. 25th Ave. - Edinburg, TX 78539
Phone: (956) 383-0111 • Fax: (956) 383-7351

On-Site Sewerage Inspection Report

Owner: Paul Daniec Permit #: 48579
Address: Camino Village S/D Phone #:
Location: mile 2 1/2 N Lot 34 No. Bedrooms: 3

Tank Type: Concrete

Inside diameter: 5
Inside length of sides: 5'
Liquids depth or distance from tank bottom to outlet bottom: 48"
Airspace (approximately): 3"
Approximate gallon cap.: 2-500= 1000 Gallons

Drain Field: Trench ✓ Bed: Evapotranspiration:

Distance from private well: N/A
Distance from foundation: To tank: V.L. To drainfield: V.L.
Distance from property line: To tank 17' To drainfield: 19'
Depth of Trench: 36" Width of trench: 36"
Backfill material: Ib: II: III: ✓

Dimensions: 240' X 5 = 1200 Sq. Ft.

Gravel: Natural: Crushed: Washed: ✓
Amount: 24 yards, or Tons (per installation)

Pipe: Type: 2729 Brand (if known): Number of feet: 240'

General conditions and Workmanship:

Solid Lines from house schedule 40 and have cleanout	☑ YES	☐ NO
T's installed in tank at least 25% of liquid level	☑ YES	☐ NO
Trench or bed bottom essentially level	☑ YES	☐ NO
Gravel generally consistent 12" depth throughout field	☑ YES	☐ NO
Perforated pipe generally level throughout field	☑ YES	☐ NO
Porous media uniform (.72-2.0 inches)	☑ YES	☐ NO
Inlet and outlet flow clearly marked	☑ YES	☐ NO
Port holes 12" in diameter	☑ YES	☐ NO
Are end caps provided if drainfield not looped	☑ YES	☐ NO
Septic tank sturdy/water-tight	☑ YES	☐ NO
Geo-textile fabric used for the permeable soil barrier	☑ YES	☐ NO
Manufacturer's name address & tank capacity clearly visible	☑ YES	☐ NO

Installer: J. A. Gonzalez License No.: 1350
Remarks: VL = VACANT LOT - With Tie up Septic
No Return Valve
Inspector: [signature] Date: 4-7-09
D.R. Lic. # 20831

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-6148

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: Blanca E. Hernandez

Address: 3020 Judith Ave.
McAllen, Tx. 78503

Phone: (956) 821-2340

Water Supplier: NAWSC

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

Account/ESI No.: 261974-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Coolic Meadows #2 lot # 154.

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/4/08);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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-6448

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: Blanca E Hernandez

Address: 3020 Judith Ave.
McAllen, Tx. 78503

Phone: (956) 821-2340

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

Goolie Meadows #2 lot# 154

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

✓ Blanca E Hernandez — Requesting Party (Signature)

2-29-12 — 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:

3/06/12 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-6448
May. 13, 2009

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

G5975-02-000-0154-00

[1] OWNER: HERNANDEZ, VANESSA & BLANCA

117 LIAM ST.
DONNA, TX. 78537
Telephone No. 533-8909

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
GOOLIE MEADOWS PH#2 LOT #154

LOCATION: 0 EARLING & VALVERDE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $800

[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' SIDE 6' FINISH FLOOR ELEV
18" ABOVE NATURAL GROUND

Prepared by _____ Date _____

Approved by _____ Date _____

X Blanca Hernandez _____ X 5-13-009
Signature of Owner or Applicant Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

Recorded On-2009-Apr-17 As-1989956

1989956

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: **March 27, 2009**

Grantor: **RCI Development-Wisconsin, Ltd**

Grantor's Mailing Address (including county):

2614 Freddy Gonzalez
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee:

Name 1: **Vanessa Hernandez**
Name 2: **Blanca Hernandez**

Mailing Address:

3020 Judith Ave.
McAllen, TX 78501
Hidalgo County, TX

Phone Number 1: **956-533-7478**
Phone Number 2: **956-451-9478**

Social Security Number:
Grantee 1:
Grantee 2:

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 Seven Thousand Four Hundred and No/100 ($27,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan Monroe, Trustee.

Property (including any improvements):

Lot Number(s) 154, Goolie Meadows Phase II, is a 41.596 acre tract of land being all of Blocks 144, and 20.489 acres out of Block 145, Hill-Halbert Tract out of the El Gato and La Blanca Grants, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 64, Page 184-186, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded under County Clerk's Document Number 1661924, Official Records, Hidalgo County, Texas.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN (Continued)

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.

RCI Development-Wisconsin, Ltd

By: RCI Development, LLC, General Partner

Manager

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 7th day of April, 2009 by David Weisbrod, MANAGER of RCI DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said limited liability company, and the limited liability company acknowledged this Instrument as General Partner on behalf of RCI Development-Wisconsin, Ltd, a Texas Limited Partnership.

Mary D. Evensen
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

RCI Development-Wisconsin, Ltd
2614 Freddy Gonzalez
Edinburg, Texas 78539

MARY D EVENSEN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 1/12/2013

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: 1-8722

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: Myriam Garza

Address: 3210 Fernando st.
Weslaco, Tx.

Phone: (956)355-2570

Water Supplier: North Alamo

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

Account/ESI No.: _____

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Col. Del Noreste Lote # 238 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12/19/83);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8722

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: Myriam Garza

Address: 3210 Fernando St.
Weslaco, Tx.

Phone: (956) 355-2570

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

Col. Del Noreste lote # 238

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

MR
Requesting Party (Signature)

03/06/2012
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:

3/6/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8722
Mar. 6, 2012

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

C6760-00-000-0238-00

[1] OWNER: GARZA, MYRIAM

3210 FERNANDO ST.
WESLACO TX 78596
Telephone No. 355-2570

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,088 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-29

[7] LEGAL DESC./NAME OF SUBDIVISION
COLONIA DEL NORESTE LOT 238

LOCATION: 0 MILE 6 1/2 & MILE 9

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' W.REAR:15' S.SOUTH:6' CORNER:20
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

Prepared by _____ Date 3/6/12

Approved by _____ Date 3/5/12

Signature of Owner or Applicant _____ Date 03/06/12

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.

2195123

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 RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. CHAPTER 11 SEC. 11.008 TEXAS PROPERTY CODE

DATE: MARCH 31, 2011

GRANTOR: LAND OF TWO SUNSHINES, LP, a Texas limited partnership acting by and through Sunshine Deals, LLC, its general partner.

GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):

P. O. BOX 571695

Las Vegas, Clark County, NV 89157

GRANTEE: **GERMAN BARRON, social security #592-72-6966**

and wife, MIRIAM GARZA COVARRUBIAS SS# (N/A), Driver's License (Tamaulipas, Estados Unidos Mexicanos) #423992904; expiration date 05/Ago/2012;

GRANTEE'S MAILING GRANTEE'S ADDRESS (INCLUDING COUNTY):

3110 Fernando St. .

WESLACO, HIDALGO COUNTY, TX. 78596

CONSIDERATION:

A note of even date that is in the original principal amount of Ten Thousand and OO/100ths DOLLARS ($10,000.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a Deed of Trust of even date from Grantee to Charles A. Barbosa, Trustee.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

All of Lot Number Two Hundred Thirty Eight (238) in Colonia Del Noreste, as per map or plat thereof recorded in Book 23 Page 166, as per the map records in the Office Of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

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

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey 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 arid exceptions to conveyance and warranty.

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

When the context requires, singular nouns and pronouns include the plural. NO TITLE EXAMINATION OR TAX EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY.

Hilda B. Lopez for Land of Two Sunshines, LP, a Texas limited partnership acting by and through Sunshine Deals, LLC, its general partner.

Hilda B Lopez, Member

BY: Hilda B. Lopez Member

ACKNOWLEDGEMENT

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on March 31, 2011 by Hilda B. Lopez, Member for Land of Two Sunshines, LP, a Texas limited partnership, acting by and through Sunshine Deals, LLC, its general partner

Notary Public in and for the State of Nevada

CHRISTIAN TAPIA
Notary Public, State of Nevada
Appointment No. 10-2427-1
My Appt. Expires Jul 23, 2014

After Filing Return To:
LAND OF TWO SUNSHINES, LP
P O Box 571695
Las Vegas, NV 89157

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	OLIVIA GARCIA	1-7463
2.	VERONICA DAVILA/ CO ANTONIA FLORES	R178815
	COMM. COURT: MARCH 13, 2012	

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: R178815

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

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	03/06/18

Upon the application of:

Name: ~~Antonio~~ Veronica Davila Borders/ c/o Antonia Flores

Address: PO Box 2134
Elsa, Tx 78543

Phone: (956) 878-8505

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

Brenda Gray Subdivision lot "G"

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

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

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

-OR-

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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: R178815

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

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

Antonia Flores ,

Known to me [*or* proved to me in the oath of TXDL# 04863812 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

Brenda Gray lot "G" ."

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

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

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

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

-OR-

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

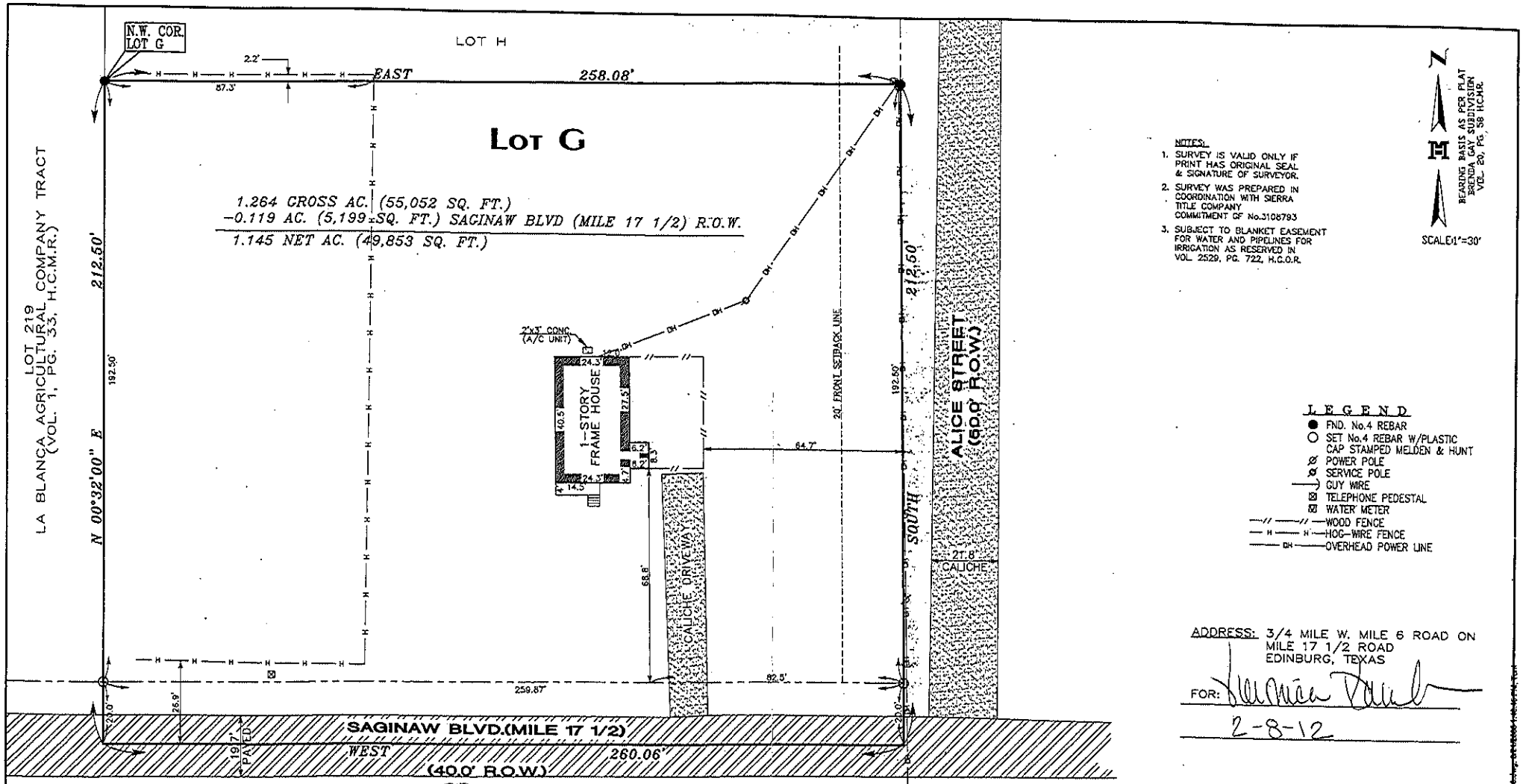
Antonia Flores (Signature)

SUBSCRIBED AND SWORN TO before me on February 21, 2012, to certify which, witnesses my hand and seal of office.

TX-04863812

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NORA GONZALEZ
My Commission Expires
February 14, 2015



NOTES:
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED IN COORDINATION WITH SIERRA TITLE COMPANY COMMITMENT GF No.3108793
3. SUBJECT TO BLANKET EASEMENT FOR WATER AND PIPELINES FOR IRRIGATION AS RESERVED IN VOL. 2529, PG. 722, H.C.O.R.

N

BEARING BASIS AS PER PLAT BRENDA GAY SUBDIVISION VOL. 20, PG. 58 H.C.M.R.

SCALE: 1"=30'

LEGEND
- FND. No.4 REBAR
- SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- POWER POLE
- SERVICE POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- WATER METER
- WOOD FENCE
- HOG-WIRE FENCE
- OVERHEAD POWER LINE

ADDRESS: 3/4 MILE W. MILE 6 ROAD ON MILE 17 1/2 ROAD EDINBURG, TEXAS

FOR: [signature]

2-8-12

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 03/18/05 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

[signature] 3/2/05

FRED L. KURTH, RPLS No. 4750 DATE

STATE OF TEXAS
REGISTERED
FREDERICK L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

PLAT SHOWING
LOT "G"
BRENDA GAY SUBDIVISION
(VOL. 20, PG. 58 H.C.M.R.)
HIDALGO COUNTY, TEXAS

MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
515 E. 2nd St.
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
www.meldenandhunt.com

BOOK T-734 PG. 73
DATE: 3/18/2005
JOB No. 05003.45
FILE NAME: 2005\SURVEYS\F.N.B.\05003-45
DRAWN BY: J. CANTU

© COPYRIGHT 2005 MELDEN & HUNT, INC. ALL RIGHTS RESERVED

Charge Sierra Title
STC / CA GF # 3068252

1453636

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

WARRANTY DEED WITH VENDOR'S LIEN

CONFORMS TO STATE BAR FORM 2253 REV. 10-85

Date: **March 23, 2005**

Grantor: **DEUTSCHE BANK TRUST COMPANY AMERICAS formerly known as BANKERS TRUST COMPANY, AS TRUSTEE AND CUSTODIAN**

Grantor's Mailing Address (including county):

Grantee: **VERONICA DAVILA, a single person**

Grantee's Mailing Address (including county): **P.O. Box 10**
Elsa, Texas 78543
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a note of even date that is in the principal amount of **FORTY ONE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($41,700.00)**, and is executed by Grantee, payable to the order of **FIRST NATIONAL BANK, 7201 N. 10th Street, McAllen, Hidalgo County, Texas 78504.** The note is secured by a vendor's lien retained in favor of **FIRST NATIONAL BANK**, in this Deed and by a Deed of Trust of even date from Grantee to MICHAEL V. MCCARTHY, Trustee.

Property (including any improvements):
Lot "G", BRENDA GAY SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 20, Page 58, Map Records of Hidalgo County, Texas.

Reservation from and Exceptions to Conveyance and Warranty:
Subject To:

Easements for water pipelines for irrigation as reserved in Deed dated November 12, 1987, recorded in Volume 2529, Page 722, Official Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo and Cameron Counties Water Control and Irrigation District No. 9.

Easements, or claims of easements, which are not of public record.

A twenty foot (20') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 20, Page 58, Map Records of Hidalgo County, Texas.

Oil and Gas Lease dated September 15, 1934, from American Rio Grande Land and Irrigation Company to McCollum Exploration Company recorded in Volume 1, Page 624, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease dated March 9, 1943, from Orville I. Cox to McCollum Oil Company recorded in Volume 49, Page 179, Oil and Gas Lease Records of Hidalgo County, Texas.

All oil, gas, and other minerals reserved in Deeds recorded in Volume 514, Page 32, Volume 1367, Page 207 and Volume 2529, Page 722, all in Deed Records of Hidalgo County, Texas.

All ad valorem taxes for the year 2005 and all subsequent years.

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

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

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

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

DEUTSCHE BANK TRUST COMPANY AMERICAS formerly known as BANKERS TRUST COMPANY, AS TRUSTEE AND CUSTODIAN

BY: SAXON MORTGAGE SERVICES, INC., formerly known as MERITECH MORTGAGE SERVICES, INC., AS ITS ATTORNEY-IN-FACT

BY: _____
SCOT KAISER, Vice President

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 25th day of March, 2005, by SAXON KAISER, Vice President of SAXON MORTGAGE SERVICES, INC., formerly known as MERITECH MORTGAGE SERVICES, INC., AS ITS ATTORNEY-IN-FACT DEUTSCHE BANK TRUST COMPANY AMERICAS formerly known as BANKERS TRUST COMPANY, AS TRUSTEE AND CUSTODIAN, on behalf of said company.

_____
Notary Public, State of Texas
Notary's name (printed): Bradley Atkinson
Notary's commission expires: 6-9-07

My Commission Expires 06/09/07

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

On: Apr 01,2005 at 02:29P

As a Recording

Document Number: 1453636
Total Fees : 16.00

Receipt Number - 664221
By,
Rene Perez, Deputy

AFTER RECORDING RETURN TO:
VERONICA DAVILA
P.O. Box 10
Elsa, Texas 78543

PREPARED IN THE LAW OFFICE OF:
JOHN KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF#108793;CB/nyr

STATE OF TEXAS

COUNTY OF HIDALGO

I, Veronica Davila Borders, with this affidavit acknowledge that David Davila and Antonia Flores, has full authority to apply for a development application at the property located at Brenda Gay Subdivision Lot G in Elsa Texas, and to submit this application with the Hidalgo County Planning Department. I also hereby allow David Davila and Antonia Flores to apply for any utility certificates in order to obtain services at the above named location as well. With this affidavit, I am indemnifying Hidalgo County and its employees should should any negative consequences take place as a result of my authorization to allow David Davila and Antonia Flores to apply for and abtain said services from Hidalgo County and/or utility companies.

Veronica (Davila) Borders

SWORN TO AND SUBSCRIBED before me the undersigned authority on this 12 day of December, 2010.

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Porfirio Villalon Jr
My Commission Expires
12/05/2013

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: 1-7463

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

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	3 15 12012	3 15 12012

Upon the application of:

Name: Olivia Garcia

Address: 21223 Main St.
Edcouch, Tx 78538

Phone: (956) 9272-3615

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

Box # 3 lot # 15 Blk # 2

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

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

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

-OR-

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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: 1-7963

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

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

Olivia Garcia ,

Known to me [*or* proved to me in the oath of TDL# 09417965 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

Bar # 3 lot 15 BLK # 2 ."

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

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

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

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

-OR-

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

Olivia Garcia (Signature)

SUBSCRIBED AND SWORN TO before me on March 5, 2012, to certify which, witnesses my hand and seal of office.

NORA GONZALEZ
My Commission Expires
February 14, 2015

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO: 1-7463
Sep. 24, 2010

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

B1580-03-002-0015-00

[1] OWNER: GARCIA, OSCAR & OLIVIA
PO BOX 432

EDCOUCH TX 78538-0432

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
BAR #3 LOT 15 BLK 2

LOCATION: 0

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

[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 SETBACKS & REGULATIONS.
FRONT 25' REAR 15' SIDE'S 6' FINISH FLOOR OF ELEV.
18" ABOVE CENTERLINE OF STREET.

Angie Chavez — Prepared by — 9/24/10 — Date

Aaron Hernandez — Approved by — 9/30/10 — Date

Oman Garcia — Signature of Owner or Applicant — 9-24-10 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER 30
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0350C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ___ YES ___NO ___ BFE

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

[NOTICE]

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

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

2251
Prepared by the State Bar of Texas for use by lawyers only.
Revised 10-85.
© 1985 by the State Bar of Texas

WARRANTY DEED

DOC# 440684

Date: September 20, 1989

Grantor: Bar Investments, Inc., a corporation

Grantor's Mailing Address (including county): P. O. BOX 4259
MCALLEN, HIDALGO COUNTY, TEXAS 78502

Grantee: Oscar Garcia and Olivia Garcia

Grantee's Mailing Address (including county): P. O. BOX 432
EDCOUCH, HIDALGO COUNTY, TEXAS 78538

Consideration: TEN AND NO/100----------($10.00)DOLLARS

Property (including any improvements):

All of Lots Fifteen (15) and Sixteen (16), Block Two (2), Bar Subdivision Unit No. Three (3), Hidalgo County, Texas, according to the map or plat of said subdivision on file and of record in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made.

Reservations from and Exceptions to Conveyance and Warranty:

SUBJECT TO all reservations, exceptions, leases, easements, rights, uses and regulations visible or of record.

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.

ATTEST:

BY: _____
EDWARD O. BARTH, ASST. SEC.

BAR INVESTMENTS, INC.

BY: _____
H. HOLLIS RANKIN, III, PRESIDENT

(Acknowledgment)

FILED FOR RECORD
DOC# 440684 $11
03-13-1995 12:51:42
JOSE ELOY PULIDO
HIDALGO COUNTY

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of , 19

by

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

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 2nd day of October, 19 89.

by H. HOLLIS RANKIN, III PRESIDENT

of BAR INVESTMENTS, INC.

a TEXAS corporation, on behalf of said corporation.

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

Notary's commission expires: My commission expires December 1, 1990

AFTER RECORDING RETURN TO:

Oscar & Olivia Garcia
P. O. Box 432
Edcouch, TX 78538

PREPARED IN THE LAW OFFICE OF:

RANKIN & KERN, INC.
P. O. BOX 3744
MCALLEN, TX 78502-3744

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Cynthia M. Maldonado	2-1381
2.	Rogelio Solis C/O Denise Solis	4-11163
3.	Luxor Custom Construction/Patricia Loera	4-11372
4.	Julio Martinez	4-11332
5.	Daisy Arriaga C/O Maria Arriaga	4-8720
	COMM. COURT: March 13, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 (2) 3 4

Application No: 2-1381

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:	Elec. Only	
	Date Approved:	02/29/12	/ /

Name: Cynthia M. Mabbarab

Address: 1115 Paso Del Sol
Alamo Tx 78516

Phone: (956) 905-0799

Water Supplier: N/A N.A.V. LIGHT COOP

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

Account/ESI No.: # 129013-002

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Rancho Escondido Lot #60,

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 9-13-08);

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

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 Flor Castillo)

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

Flor C. Castillo

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 (2) 3 4

Application No: 2-1381

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: Cynthia M. Maldonado

Address: 1415 Paso Del Sol DR.
Alamo Tx 78516

Phone: 956) 905-0799

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

Rancho Escondido 10+60 1415 Paso Del Sol DR. Alamo Tx 7856

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Cynthia Maldonado 2-29-12
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:

02/29/12 _____
Date **County Official**

2279969

NOTICE OF CONFIDENTALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. CHAPTER 11, SEC. 11.008, TEXAS PROPERTY CODE.

WARRANTY DEED WITH VENDOR'S LIEN

DATE: Feb 11, 2012

GRANTOR: CAROLE J. BARBEE, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATES OF BANKS BARBEE AND JOHN VALLANCE

GRANTOR'S MAILING ADDRESS: 614 W. FERGUSON, PHARR, TX 78577

GRANTEE: CYNTHIA MARIE MALDONADO

GRANTEE'S MAILING ADDRESS: 1413 VAL BAR DRIVE, ALAMO, TX 78516

CONSIDERATION: TEN AND NO/100 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION.

PROPERTY (INCLUDING ANY IMPROVEMENTS): LOT SIXTY (60), RANCHO ESCONDIDO SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 22, PAGE 160, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

ANY OF RECORD

GRANTOR, FOR THE CONSIDERATION AND SUBJECT TO THE RESERVATIONS FROM AND EXCEPTION TO CONVEYANCE AND WARRANTY, GRANTS, SELLS, AND CONVEYS TO GRANTEES 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, AND 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.

THE VENDOR'S LIEN AGAINST AND SUPERIOR TITLE TO THE PROPERTY ARE RETAINED UNTIL SUCH 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.

Carole J Barbee

CAROLE J. BARBEE, INDIVIDUALLY AND
AS EXECUTRIX OF THE ESTATES OF
BANKS BARBEE AND JOHN VALLANCE

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 11th DAY OF Feb, 2012 BY CAROLE J. BARBEE, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATES OF BANKS BARBEE AND JOHN VALLANCE, FOR THE PURPOSES AND CONSIDERATION EXPRESSED THEREIN.

Wayne Pickering
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

MS. CYNTHIA MARIE MALDONADO
1413 VAL BAR DRIVE
ALAMO, TX 78516

NOTARY PUBLIC STATE OF TEXAS
WAYNE PICKERING
Notary Public
STATE OF TEXAS
My Comm. Exp 09-21-2012

Chapter 232 Texas LGC Application

APPLICATION NO:
2-1381
Feb. 29, 2012

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

R1060-00-000-0060-00

[1] OWNER: MALDONADO, CYNTHIA MARIE

1415 PASO DEL SOL DR.
ALAMO, TX. 78516
Telephone No. 905-0799

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 112 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RANCHO ESCONDIDO LOT 60

LOCATION: 0 495 & C. CHAVEZ

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $400

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15'

Maria Castillo — Prepared by — 2-29-12 — Date

Adan Hernandez — Approved by — 2-29-12 — Date

✓ — Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0145C
Panel No. /Suffix: ____ Pct: 0

Community No.: 480334

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4/1/163

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: Napelio Solis

c/o Denise Solis

Name: Denise Solis

Address: 3804 Burr St
Edinburg TX 78542

Phone: (956)342-7783 PhI

	Temporary Service	Final Service
Approved by Environmental Health:		Chando Ram
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	2 102 112

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: ~~DNA~~ 2402027-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Oakland Village Lot 62,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 07-13-04);

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

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

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

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

Ilm J. Castillo

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11163

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: Rogelio Solis

c/o Name: Denise Solis

Address: 3804 Burr St
Edinburg TX 78542

Phone: (956) 342-0058

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

Oakland Village Lot 62

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 Denise Solis — Requesting Party (Signature)

3-5-12 — Date

2/28/12 — 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:

2/28/12 — **Date**

Alma A. Castillo — **County Official**

Recorded On-2008-Dec-22 As-1956655

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 LICENSE NUMBER.

Date: December 4, 2008

Grantor: Oakland Village, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
2614 West Freddy Gonzalez
Edinburg, Texas 78539

1956655

Grantee: Rogelio Solis

Grantee's Mailing Address (including county):
5511 Comanche Drive
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Six Thousand Dollars and No Cents ($26,000.00), 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 Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 62, Oakland Village Subdivision Phase I, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 45, Page 118, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

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

COUNTY CLERK
COUNTY OF HIDALGO, TEXAS

DATE 2-22-12
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

Recorded On-2008-Dec-22 As-1956655

9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Oakland Village Subdivision Phase I, as shown on the plat thereof, recorded in Volume 45, Page 118, Map records of Hidalgo County, Texas;
12. Subdivision Restrictions filed for record under document number 1362204 in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property;
13. A lien securing a promissory note (the "Prior Note"), dated October 6, 2003, 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 1254201. 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; and
14. A lien securing a promissory note (the "Prior Note"), dated October 6, 2003, 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. 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.

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

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.

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,

COUNTY CLERK COUNTY OF HIDALGO, TEXAS

DATE 2-22-13
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

Recorded On-2008-Dec-22 As-1956655

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.

Oakland Village, Ltd., a Texas Limited Partnership
BY: Wisconsin Partners, Inc., a Texas Corporation

BY Jack McClelland
Jack McClelland, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 4th day of December, 2008, by Jack McClelland, President of Wisconsin Partners, Inc., a Texas Corporation in its capacity of General Partner of Oakland Village, Ltd., a Texas Limited Partnership.

NORMA PRICE
Notary Public, State of Texas
My Commission Expires
4-22-2011

Norma Price
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Oakland Village, Ltd.
2614 West Freddy Gonzalez
Edinburg, Texas 78539

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

COUNTY CLERK
COUNTY OF HIDALGO, TEXAS

DATE 2-22-12
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11163
Dec. 6, 2011

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

O0480-01-000-0062-00

[1] OWNER: ROGELIO SOLIS

5511 COMANCHE DR
EDINBURG TX 78542
Telephone No. 342-0058

[7] LEGAL DESC./NAME OF SUBDIVISION
OAKLAND VILLAGE #1 LOT #62

LOCATION: 0

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

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

[5] SIZE OF STRUCTURE: 2,178 Sq. Ft.

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

[6] USE OF BUILDING: RES B-01

[11] SPECIAL FLOOD HAZARD AREA: ____YES
__✓__ NO

Special Conditions: No construction allowed over any easements.
MUTS COMPLY WITH ALL COUTNY SETBACKS & REGULATIONS
FRONT 25' REAR 21' SIDES 6'
FINISH FLOOR ELEV. 18 " ABOVE CENTER LINE OF ST.

Prepared by — Date: 12-6-11

Approved by — Date: 12-5-11

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: 0475C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES __✓__ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11392

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	03/06/12

Name: Luxor Custom Construction L.L.C

Address: 3730 Aspen Dr. Edinburg TX 78542

Phone: 862-6007

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Oakland Village Phase I Lot 32,

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 07-13-04);

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 _____);

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 _____ 3/6/12);

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 _____ 3/6/12)

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11372

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: Luxor Custom Construction L.L.C

Address: 3730 Aspen Dr.
Edinburg TX 78542

Phone: (956)862-6007

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

Oakland Village Phase I Lot 32

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Luxor Custom Construction L.L.C.
c/o Patricia Loera
Requesting Party (Signature)

3-16-2012
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:

03/06/12
Date

County Official

EDWARDS ABSTRACT
OF #

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 23, 2012

Grantor: OAKLAND VILLAGE, LTD., A TEXAS LIMITED PARTNERSHIP

Grantor's Mailing Address (including county): 2614 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: LUXOR CUSTOM CONSTRUCTION, LLC,
A TEXAS LIMITED LIABILITY COMPANY

Grantee's Mailing Address (including county): 6410 S. Trail Drive
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of FIRST NATIONAL BANK in the principal amount of ONE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED FIFTY AND NO/100THS DOLLARS ($118,150.00), of which the sum of $30,000.00 represents a portion of the purchase price of the within described property. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of FIRST NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to MICHAEL V. MCCARTHY, Trustee.

Property (including any improvements):

Lot Thirty-two (32), OAKLAND VILLAGE PHASE I, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 45, Pages 118-120, Map Records, Hidalgo County, Texas.

SAVE AND EXCEPT all rights, title, and interest in, and to the canal right-of-way on said property owned and/or claimed in fee by Hidalgo County Irrigation District No. 2.

Reservations from and Exceptions to Conveyance and Warranty:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas and other minerals, in, on, under, or that may be produced from the above-described property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Restrictive covenants recorded in CLERK'S FILE NO. 1362204 AND 1362892, OFFICIAL RECORDS, AND VOLUME 45, PAGES 118-120, MAP RECORDS, HIDALGO COUNTY, TEXAS.

(Acknowledgment)

.e of Texas §
.ounty of Hidalgo §

This instrument was acknowledged before me on the 3rd of January, 2012, by JACK MCCLELLAND, PRESIDENT of WISCONSIN PARTNERS, INC., A TEXAS CORPORATION, as General Partner, on behalf of OAKLAND VILLAGE, LTD., A TEXAS LIMITED PARTNERSHIP.

Notary Public, State of Texas

NORMA L. CANO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-28-2014

AFTER RECORDING RETURN TO:
LUXOR CUSTOM CONSTRUCTION, LLC,
A TEXAS LIMITED LIABILITY COMPANY
6410 S. Trail Drive
Edinburg, Texas 78539

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 774164; NLC:bc

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11372
Mar. 5, 2012

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

O0480-01-000-0032-00

[1] OWNER: LUXOR CUSTOM CONST., LLC

6410 S. TRAIL DR.
EDINBURG, TX. 78539
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,089 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
OAKLAND VILLAGE LOT 32

LOCATION: 0 R. LONGORIA & WISCONSIN

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $144,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 28.6 FINISH FLOOR OF ELEV
18" OF STREET.

Alma C. Castillo — Prepared by — 3-5-12 Date

Ana Hernandez — Approved by — 3-24-12 Date

[signature] — Signature of Owner or Applicant — 3-5-12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ___
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0125C
Panel No. /Suffix: ___ Pct: 4
Community No.: 480332

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: 4-11332

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: JULIO MARTINEZ

Address: 802 SAN MARCOS DT. SAN JUAN TX. 78589

Phone: (956) 225-65-96

Water Supplier: N.A.W.

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

Account/ESI No.: 236162-002

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: EL DORA HEIGHTS #2 LOT #165,

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 08-13-02);

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 Cook);

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 Maria Cook);

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 Maria Cook);

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

_____ _____ _____

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: 4-11332

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: JULIO I. MARTINEZ

Address: 802 SAN MARCOS ST.
SAN JUAN TX. 78589

Phone: (956) 225-65-96

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

EL DORA HEIGHTS #2 LOT # 165

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X _____ X 03/07/12
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:

03/08/12 _____
Date **County Official**

2216627

WARRANTY DEED

Know all Men by these Presents that OMAR ALEJANDRO GARCI A, of the city/town of McAllen in State of Texas ("Grantor(s)"), for the consideration of Ten Dollars ($ 10.00) received to his/her/their full satisfaction, grant(s) with general warranty covenants and with a full release of all rights of dower in the real property to JULIO ISRAEL MARTINEZ and BRENDA LORENA SERRATO, (husband and wife) ("Grantee(s)"), whose tax-mailing address is 802 SAN MARCOS ST, SAN JUAN, TX 78589 the following real property:

The real property located at and described as follows: LOT 165, SAN MARCOS ST, ELDORA HEIGHTS PH II, SAN JUAN TX, HIDALGO COUNTY, TX.

Legal Description

Lot(s) 165, Eldora Heights Mobile Home Subdivision Phase II, as shown by the map or plat thereof recorded in Volume 41, pages 111 through 114, Map Records, Hidalgo County, Texas.

Subject to restrictions, conditions, limitations, reservations and easements, if any, of record.

Permanent Parcel Number: E5038-02-000-0165-00
Prior Document Number Recorded: 2212584

To have and to hold the above-granted and bargained premises, with the appurtenances thereunto belonging, unto Grantee(s), his/her/their heirs and assigns forever.

And Grantor(s) for him/herself/themselves and his/her/their heirs and assigns, hereby covenant to Grantees, his/her/their heirs and assigns, that at and until the unsealing of these presents, he/she/they is/are well seized of the above-described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in the manner aforesaid, and that the same is free and clear from all encumbrances whatsoever except easements, restrictions, reservations, conditions and other matters of record, taxes and assessments, both general and special, tenants in possession and zoning ordinances, and that Grantor(s) will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee(s), his/her/their successors and assigns, against all lawful claims and demands whatsoever except as aforesaid.

IN WITNESS WHEREOF I/we have hereunto set my/our hand(s), on the 20th day of June 20 11.

Signature of seller/grantor

Signature of other seller/grantor (if applicable)

****

(ACKNOWLEDGEMENT)

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, a Notary Public in and for said County and State, personally appeared Omar Alejandro Garcia, the person or person(s) listed above as Seller(s)/Grantor(s), who acknowledged that she/he/they did sign the foregoing instrument and that the same is her/his/their free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, this 20th day of June, 20 11.

Veronica Esparza
Notary Public
My commission expires on: March 20, 2012.

VERONICA ESPARZA NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-20-2012

****

After Recording Return to:
JULIO ISRAEL MARTINEZ
802 SAN MARCOS ST
SAN JUAN, TX 78589

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11332
Feb. 22, 2012

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

E5038-02-000-0165-00

[1] OWNER: MARTINEZ, JULIO ISRAEL &
BRENDA LORENA SERRATO
802 SAN MARCOS ST.
SAN JUAN, TX. 78589
Telephone No. 225-6596

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 700 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
ELDORA HEIGHTS M/H PH 2 LOT 16

LOCATION: 0 R. LONGORIA & C. CHAVEZ

[8] SEWAGE: PUBLI

[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 REGULATIONS AS PER COUNTY STATE
CITY FEMA & SETBACKS. FRONT 20' REAR 20' SIDE 6'
18" ABOVE CNTR LINE OF ST.

Prepared by — Date: 02/22/12

Approved by — Date: 02-16-12

Signature of Owner or Applicant — Date: 02/22/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT $30.00

Light [ ] Water [ ]

Flood Zone: MI
Panel No. /Suffix: 0125 Pct: 2

Community No.: 480334

Certification of Elevation
Required: ____ YES NO ____ BFE

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

[NOTICE]

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

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

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: 4-8720

06-8-09

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Daisy Arriaga
c/o Name: Marta-Arriaga

Address: 5915 Peador DR
Edinburg Tx. 78541

Phone (956) 560 14-37

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Charles Rau Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	2 21 12

Water Supplier: N/A

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

Account/ESI No.: 7021 4159/9

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:

Paloma Del Valle #3 lot 181,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/11/2007);

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

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

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

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

_____ _____ _____

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-8720

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:

C/O Name: Daisy Arriaga Maria Arriaga

Address: 5915 Pecador D.R
Edinburg TX 78541

Phone (956) 560 14-37

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

Paloma Del Valle #3 Lot 181

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 Daisy Arriaga 02-29-12

C/O Maria - Arriaga
Requesting Party (Signature)

2-21-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_/_ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
_/_ Other (describe) INT

This part to be filled out by receiving county official:

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

2/29/12
Date

County Official

WARRANTY DEED WITH VENDOR'S LIEN

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

Date: May 15, 2009

Grantor: Paloma Del Valle II, Ltd.

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

Grantee: Gustavo Garcia and Daisy Arriaga

Grantee's Mailing Address including County: 5916 Soledad Dr.
Edinburg, TX 78541
Hidalgo

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of SEVENTEEN THOUSAND THREE HUNDRED FORTY-FIVE AND 81/100 DOLLARS ($17,345.81) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

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

Property (including any improvements): Lot 181 of Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

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

1. Restrictive Covenants Recorded as Document 1784511 in the Official Records of Hidalgo County, Texas.
2. Taxes for the year 2009 and all subsequent years.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District in which the property is located.
4. Subject to any and all valid and existing restrictions, easements, rights-of-way, reservations,

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

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

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

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

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

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

BY: _____
Jane Cross , President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on May 15, 2009, by Jane Cross , President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.

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

_____
Notary Public, State of Texas

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

Chapter 232 Texas LGC Application

APPLICATION NO: 4-8720
Jun. 8, 2009

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

[1] OWNER: GARCIA, GUSTAVO

5916 SOLEDAD DR.
EDINBURG TX, 78541
Telephone No. 562-3853

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 480 Sq. Ft.

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 181

LOCATION: 0 M.CRISTO & SEMINARY

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,500

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

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

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JGF ENTERPRISES, LP	3-12154
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: MARCH 13, 2012	

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: 3-12154
2/22/12

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: JMF Enterprises, LP.

Address: P.O. Box 1000
Mission, Tx 78573

Phone: 956-583-1114

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:	3300	
Date Approved:	3/6/12	/ /

Water Supplier: Sharyland

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Balham 43, Lot 19,

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 7/2/96);

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 Roy Cantu);

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

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 Roy Cantu);

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

Roy Cantu 3/6/12
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 3-12154
2/22/12

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~~ JLF Enterprises, LP

Address: P.O. Box 1000
Mission, TX 78573

Phone: 956-583-1114

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

Bashan 43, Lot 19

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 3/6/12

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:

3/6/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
3-12154
Feb. 22, 2012

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

B1900-43-000-0019-00

[1] OWNER: JGF ENTERPRISES
JAIME ANZALDUA
P. O. BOX 1000
MISSION TX. 78573
Telephone No. 867-3090

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 900 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
BASHAM #43 LOT 19
X-25

LOCATION: 0 LA HOAM AND MILE 5/1/2

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
FRONT 25' BACK 25' SIDE 6' CONER 15'
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATION
18" TOP OF CURB

Prepared by — Date: 2/22/12

Approved by — Date: 2/21/12

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: 0300C 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.

SPECIAL WARRANTY DEED

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

Date: February 15, 2012

Grantor: Siomara Sanchez and husband, Rene Sanchez

Grantor's Mailing Address (including county): 903 Chesterwood Dr.
Pearland, Texas 77581
Brazoria County, Texas

Grantee: JGF Enterprises, L.P., a Texas Limited Partnership

Grantee's Mailing Address (including county): P. O. Box 1000
Mission, Texas 78573-1000
Hidalgo, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lot 19, Basham No. 43 Subdivision, an addition to the City of Mission, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 31, Page 83-A, Map Records, Hidalgo County, Texas, together with all of Grantor's interest in all oil, gas and other minerals, in, on, under, or that may be produced from said land, including all bonus, executive rights, and royalty.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictions recorded in Clerk's File No. 535452, Official Records and Volume 31, Page 83-A, Map Records, Hidalgo County, Texas.

2. Right of Way Contract dated July 26, 1952, recorded in Volume 751, Page 360, Deed Records, Hidalgo County, Texas.

3. Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 6.

4. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

5. Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years.

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

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

Siomara Sanchez

Rene Sanchez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on February 15, 2012, by Siomara Sanchez.

DAVID CROOK
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-25-2012

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on February 15, 2012, by Rene Sanchez.

DAVID CROOK
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-25-2012

Notary Public, State of Texas

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	GUADALUPE LARA	3-11911
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: March 13, 2012	

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: 31191

11/29/11

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

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	2700 Contamadas Authorized Signature
Inspection/Permit No:	_____	_____
Date Approved:	/ /	3/2/12

Upon the application of:

Name: Guadalupe Lara

Address: 625 N Bentsen Palm Dr Lot #192-193

Phone: 630 656 8600

Water Supplier: N/A

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

Account/ESI No.: 100327894 52768026

[ ] Temporary Pole [✓] Permanent Service

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

Lamplight mob. home Lot [redacted] 193-194 BK 4

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

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

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

-OR-

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

Sandra Cantu 3/2/12
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: 3119 11/29/11

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

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

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

1. "I am requesting utility service to the following described land: Lamplight Mobile Home Lot 193-194 Blk 4."

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

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

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

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

-OR-

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

Guadalupe Lara (Signature)

SUBSCRIBED AND SWORN TO before me on February 27, 2012, to certify which, witnesses my hand and seal of office.

Daisy Bonilla
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

DAISY BONILLA
Notary Public, State of Texas
My Commission Expires
August 02, 2013

Chapter 232 Texas LGC Application

APPLICATION NO:
3-11911
Nov. 29, 2011

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

L2670-00-004-0192-00

[1] OWNER: Lara, Guadalupe
HOUGHTON, DALE & MARILEE COT
HOUGHTON REVOCABLE LVG TRST
1712 N CAROLINA AVE
ELKHART IN 46514-8391
Telephone No.

[7] LEGAL DESC./NAME OF SUBDIVISION
LAMPLIGHT MOBILE HOME LOT 192
& LTS 193-194 BLK 4

LOCATION: 0 Bentsen Palm Dr & old 83

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[8] SEWAGE: INSTA

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

[9] CONSTRUCTION TYPE: BRIC

[5] SIZE OF STRUCTURE: 1,716 Sq. Ft.

[10] EST. COST OF CONST.: $69,500

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
FRONT 10' BACK 10' SIDES 6'
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATION
18" TOP OF CURB

Prepared by — Date: 11/29/11

Approved by: Beto Garza — Date: 11/28/11

Signature of Owner or Applicant — Date: 11-29-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0400 C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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: December 21, 2009

Grantor: JORGE LARA, aka GEORGE LARA, and wife, NANCY C. LARA, and EDUARDO MARTINEZ, a single man

Grantor's Mailing Address:

P.O. Box 1612
Mission, Texas 78573
Hidalgo County, Texas

Grantee: GUADALUPE LARA

Grantee's Mailing Address:

410 Langford Dr.
Bolingbrook, IL 60440
_____ County

Consideration: Cash and a note of even date executed by Grantee and payable to the order of JORGE LARA, aka GEORGE LARA and EDUARDO MARTINEZ in the principal amount of SIXTEEN THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS ($16,500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to RICHARD A. CANTU, trustee.

Property (including any improvements):
All of Lots 192, 193 and 194, Block 4, LAMPLIGHT MOBILE HOME SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 22, Page 195, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Restrictive covenants as set out in instrument filed in Volume 1905, Page 258; Volume 2909, Page 358; Volume 3162, Page 436; Volume 3190, Page 850; dated April 7, 1994, filed September 28,1994 under Document Number 411331; dated February 27, 1997, filed May 4, 1999 under Document Number 770791; dated July 24,1999, filed August 27, 1999 under Document Number 802390 and dated February 7, 2003, filed February 7, 2003 under Document Number 1165621, all in Official Records and Volume 22, Page 195, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Annual maintenance charge and/or current assessments as set forth in instrument recorded in Volume 1905, Page 258; Volume 2909, Page 358; Volume 3162, Page 436; Volume 3190, Page 850; dated April 7, 1994, filed September 28, 1994 under Document Number 411331; dated February 27, 1997, filed May 4, 1999 under Document Number 770791; dated July 24, 1999, filed August 27, 1999 under Document Number 802390 and dated February 7, 2003, filed February 7, 2003 under Document Number 1165621, all in Official Records, Hidalgo County, Texas. However, said lien is subordinated to any Mortgage Vendor's Lien or Deed of Trust filed for record prior to the date payment of such assessments and/or maintenance charges become due.

Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No.6.

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Lamplight Mobile Home Subdivision, recorded in Volume 22, Page 195, Map Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease in favor of Tom L. Hall, John Ward Williams and G. Mac Thompson, dated November 21, 1981, recorded in Volume 410, Page 467, Oil and Gas Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated September 12, 1955, recorded in Volume 176, Page 220, Oil and Gas Records and dated October 12, 1970, recorded in Volume 1269, Page 434; Volume 1544, Page 849; Volume 563, Page 483 and Volume 555, Page 593, all in Deed Records of Hidalgo County, Texas.
Visible and apparent easements on or across the property herein described.

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

Standby fees, taxes and assessments by any taxing authority for the year 2010, and subsequent years.

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.

JORGE LARA, aka GEORGE LARA

12.22.09
NANCY C. LARA

12/22/09
EDUARDO MARTINEZ ETAL.

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on December 22, 2009, by JORGE LARA, aka GEORGE LARA.

RICHARD A. CANTU
MY COMMISSION EXPIRES
February 24, 2012

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on December 22, 2009, by NANCY C. LARA.

RICHARD A. CANTU
MY COMMISSION EXPIRES
February 24, 2012

Notary Public, State of Texas

AI-31251 **5. A.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:
1. Approximately 500' east of mile 6W on the north side of mile 14.5N- Bore- Oscar Lerma; 3/4" service connection
2. Approximately 500' going west of 1426 on the north side of Kennedy Dr- Bore- Magdalena Garcia;3/4" serv conn

BACKGROUND

Attachments

NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 08:04 AM
Olga Garza	Olga Garza	03/02/2012 10:56 AM
Auditor's Office	Arcilia Duran	03/09/2012 09:29 AM

Form Started By: Rebecca Gomez Started On: 02/28/2012 11:40 AM

Final Approval Date: 03/09/2012

REVISED JANUARY 2012

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 13th day of March, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Approximately 500' east of mile 6W on the north side of mile 14.5N- Bore- Oscar Lerma;3/4" service conn
- 2. Approximately 500' going west of 1426 on the north side of Kennedy Dr- Bore- Magdalena Garcia

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-31365 **6. A.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Funded Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. paying account for claims paid by Tristar Risk Mangement in the amount of $ 54,254.60 for the period of February 16-29, 2012 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice
By Organization
certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 11:27 AM
Olga Garza	Olga Garza	03/08/2012 03:05 PM
Auditor's Office	Arcilia Duran	03/09/2012 09:49 AM

Form Started By: Flora Vazquez Started On: 03/07/2012 09:10 AM

Final Approval Date: 03/09/2012

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

March 1, 2012

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 85959

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 2/16-2/29/12 (Check#509544-509666) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	54,254.60
TOTAL CURRENT CHARGES	$ 54,254.60
Previous Balance Due	$ 41,928.12

Payments and Credits

02/24/12	Payment received - thank you	41,928.12CR
	Total Payments and Credits	$ 41,928.12CR
	Total Balance Due	$ 54,254.60

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 2/16-2/29/12

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	30				2,149.80
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	191				52,104.80
					Grand Total:	221				54,254.60

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: February 16-29, 2012 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 54,254.60 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 02/16-29/2012

(Check# 509544-509666)

1). Hidalgo County	$ 52,104.80	
2). Hidalgo County Headstart Program	$ 2,149.80	
3). Community Service Agency	$ -	
4). Drainage District #1	$ -	$ 54,254.60

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of March 13, 2012. .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: $ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 95,745.40

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

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Employee Benefits Director — Date 3/07/2012

Budget Officer — Date 3/7/2012

Commissioner's Court Approval — Date

AI-31245 **6. B.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Sergio Cruz Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to transfer $641,698.20 to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield Insurance Claims paid for period 02/18/12 to 03/02/12.

02/18-24/2012	$348,318.42
02/25-29/2012	$143,128.85
03/01-02/2012	$150,250.93
TOTAL	$641,698.20

2. Approval to wire transfer to cover claims paid.

BACKGROUND

Attachments

invoices
certification
02-18-24-2012
02-25-29-2012
03-01-02-2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 08:03 AM
Olga Garza	Olga Garza	03/08/2012 03:29 PM
Auditor's Office	Arcilia Duran	03/09/2012 09:30 AM

Form Started By: Angela Garcia Started On: 02/28/2012

Final Approval Date: 03/09/2012

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/18/2012 - 02/24/2012 Process Date: 02/24/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/18/2012 - 02/24/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$840,959.36	$259,681.18	$58,944.27	$0.00	$200,736.91	2,539
TX433	01	002	HEAD START	$206,845.13	$74,135.11	$17,867.32	$0.00	$56,267.79	690
TX433	01	003	APPRAISAL DISTRICT	$23,116.29	$3,569.08	$1,105.01	$0.00	$2,464.07	81
TX433	01	004	COMMUNITY SERVICE	$4,603.38	$1,147.92	$274.80	$0.00	$873.12	35
TX433	01	005	DRAINAGE DISTRICT	$33,670.83	$2,068.95	$849.25	$0.00	$1,219.70	41
TX433	01	006	RETIREES	$21,462.26	$3,322.48	$2,335.41	$0.00	$987.07	50
TX433	01	007	COBRA	$11,450.02	$4,393.70	$74.91	$0.00	$4,318.79	12
			STOPLOSS	($46,463.17)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,142,107.27	$348,318.42	$81,450.97	$0.00	$266,867.45	3,448
			STOPLOSS Total	($46,463.17)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,095,644.10	$348,318.42	$81,450.97	$0.00	$266,867.45	3,448

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/25/2012 - 03/02/2012 Process Date: 03/02/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/25/2012 - 02/29/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$935,357.61	$94,398.25	$0.00	$0.00	$94,398.25	1,659
TX433	01	002	HEAD START	$230,485.86	$23,640.73	$0.00	$0.00	$23,640.73	399
TX433	01	003	APPRAISAL DISTRICT	$25,389.94	$2,273.65	$0.00	$0.00	$2,273.65	34
TX433	01	004	COMMUNITY SERVICE	$8,124.21	$3,520.83	$0.00	$0.00	$3,520.83	25
TX433	01	005	DRAINAGE DISTRICT	$40,827.84	$7,157.01	$0.00	$0.00	$7,157.01	65
TX433	01	006	RETIREES	$30,777.00	$9,314.74	$0.00	$0.00	$9,314.74	14
TX433	01	007	COBRA	$14,273.66	$2,823.64	$0.00	$0.00	$2,823.64	9
			STOPLOSS	($46,463.17)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,285,236.12	$143,128.85	$0.00	$0.00	$143,128.85	2,205
			STOPLOSS Total	($46,463.17)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,238,772.95	$143,128.85	$0.00	$0.00	$143,128.85	2,205

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/25/2012 - 03/02/2012 Process Date: 03/02/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 03/01/2012 - 03/02/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$106,717.65	$106,717.65	$41,617.78	$0.00	$65,099.87	1,339
TX433	01	002	HEAD START	$25,725.24	$25,725.24	$10,733.82	$0.00	$14,991.42	389
TX433	01	003	APPRAISAL DISTRICT	$4,959.64	$4,959.64	$4,828.01	$0.00	$131.63	25
TX433	01	004	COMMUNITY SERVICE	$1,599.53	$1,599.53	$1,599.53	$0.00	$0.00	27
TX433	01	005	DRAINAGE DISTRICT	$6,694.98	$6,694.98	$3,031.93	$0.00	$3,663.05	46
TX433	01	006	RETIREES	$4,550.75	$4,550.75	$3,805.35	$0.00	$745.40	36
TX433	01	007	COBRA	$3.14	$3.14	$0.82	$0.00	$2.32	3
			Customer Total Claims	$150,250.93	$150,250.93	$65,617.24	$0.00	$84,633.69	1,865
			Customer Grand Total	$150,250.93	$150,250.93	$65,617.24	$0.00	$84,633.69	1,865

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

FOR THE PERIOD OF **February 18, 2012 thru March 02, 2012.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$641,698.20.**

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District No.1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 02/18/2012 to 03/02/2012 is $641,698.20.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of March 13, 2012.

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

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

Flora Vargas — 3/6/2012
Employee Benefits Manager — Date

3/6/2012
Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

Account	Corporate Entity	Invoice Profile	Invoice Number	InvcPerFrDt	InvcPerToDt	ClmPerFrDt	ClmPerToDt	BARS CustNbr	Settlement Nbr	Association Nbr	Group Nbr	Section Nbr	Group Name	Coverage	Claim Type	Member ID	Provider ID	Document Control	Tier	Service Date	Gross Amt	Net Amt	Fee Percent	Fee Amt	Case Nbr
HEAD START																									
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Cross	Basic Coverage	840913094	1861488579	000020120545092L160X	Single	2/17/2012	$2,904.02	$2,904.02	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1669757928	000020120515028S670X	Single	1/5/2012	$976.50	$976.50	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1912199357	000020120545056 4V40X	Single	2/13/2012	$127.01	$127.01	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1891897518	000020120545300 9180T	Single	2/17/2012	$5.50	$5.50	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1891897518	000020120545300 9180T	Single	2/17/2012	$5.50	$5.50	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1891897518	000020120545300 9180T	Single	2/17/2012	$5.50	$5.50	0%	$0.00	
																			BASIC PLAN:		**$4,024.03**	**$4,024.03**			
HIDALGO COUNTY																									
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	842287660	1740228097	000020120375085E280X	Family Subscriber	1/26/2012	$15.63	$15.63	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	842287660	1740228097	000020120375099E530X	Family Subscriber	1/25/2012	$139.71	$139.71	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	842287660	1740228097	000020120375099E530X	Family Subscriber	1/25/2012	$97.85	$97.85	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	842287660	1740228097	000020120375099E530X	Family Subscriber	1/25/2012	$66.32	$66.32	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Drug	Basic Coverage	842287660	1003030636	120476635082002	Family Member	2/16/2012	$41.07	$41.07	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Drug	Basic Coverage	846700633	1699979575	120444135182014	Single	2/13/2012	$33.84	$33.84	0%	$0.00	
																					$394.42	**$394.42**			
HEAD START																									
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	840113089	1013913888	000020092935053 0950X	Single	10/15/2009	($164.98)	($164.98)	0%	$0.00	
21185	TX1	618139	277042	2/18/2012	2/24/2012	2/18/2012	2/24/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	840113089	1013913888	000020092935053 0950X	Single	10/15/2009	$140.23	$140.23	0%	$0.00	
																					($24.75)	**($24.75)**			
																			BUY-UP PLAN:		**$369.67**	**$369.67**			
																			TOTAL:		**$4,393.70**	**$4,393.70**			

A133020
11/2/09

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **02/25/2012 to 02/29/2012**

SECTION		
0001-0011	HIDALGO COUNTY	$94,398.25
0002-0012	HEAD START	$23,640.73
0003-0013	APPRAISAL DISTRICT	$2,273.65
0004-0014	COMMUNITY SERVICE AGENCY	$3,520.83
0005-0015	DRAINAGE DISTRICT NO.1	$7,157.01
0006-0016	RETIREES	$9,314.74
9001-9002	COBRA	$2,823.64
	STOP LOSS	$0.00
	TOTAL	$143,128.85

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **03/01/2012 to 03/02/2012**

SECTION		
0001-0011	HIDALGO COUNTY	$106,717.65
0002-0012	HEAD START	$25,725.24
0003-0013	APPRAISAL DISTRICT	$4,959.64
0004-0014	COMMUNITY SERVICE AGENCY	$1,599.53
0005-0015	DRAINAGE DISTRICT NO.1	$6,694.98
0006-0016	RETIREES	$4,550.75
9001-9002	COBRA	$3.14
	STOP LOSS	$0.00
	TOTAL	$150,250.93

AI-31392 **6. C.**

CC CONSENT

Meeting Date: 03/13/2012

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct. #1-Pct. #4 BCAP Round III (1312):
1. Approval of 2012 interdepartmental transfer from Miller Resub Lot A Subdivision into BCAP Round III-Contingency in the amount of $133,209.84 to transfer funds from deleted project into contingency to fund new projects.
2. Approval of 2012 interdepartmental transfer from Various Pct. 1 BCAP Projects into BCAP Round III-Contingency in the amount of $133,503.37 to transfer funds into contingency to fund new projects.
3. Approval of 2012 interdepartmental transfer from BCAP Round III-Contingency into Various Pct. 4 BCAP Projects in the amount of $778,949.37 to fund new projects as stated on Amendment No. 6 approved on 3/6/12 AI-31229.
4. Approval of 2012 interdepartmental transfer from BCAP Round III-Contingency into Various Pct. 3 BCAP Projects in the amount of $722,151.55 to fund new projects as stated on Amendment No. 6 approved on 3/6/12 AI-31229.
5. Approval of 2012 interdepartmental transfer from BCAP Round III-Contingency into Pct. 1 BCAP Project La Milpa Subdivision in the amount of $99,384.79 to fund new projects as stated on Amendment No. 6 approved on 3/6/12 AI-31229.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-000-000-0-899

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

BUDGETARY IMPACT:

Funds available as of 3/9/12 $1,369,522.51.

Funds being transferred into BCAP Round III-Contingency on this item $266,713.21.

Total funds available in this account $1,636,235.72

Attachments

Applications
Intdept Trsf from Miller Resub
Intdept Trsf from Various Pct 1 Prjcts
Intdept Trsf for Pct. 1 Prjcts
Intdept Trsf for Pct. 4 Prjcts
Intdept Trsf for Pct. 3 Projects

Form Review

Inbox	Reviewed By	Date

Budget & Management	Merlen P. Munoz	03/07/2012 04:37 PM
Erika Zamora	Erika Zamora	03/09/2012 01:48 PM
Purchasing Department	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Marcie Jackson Started On: 03/07/2012 03:31 PM

Final Approval Date: 03/09/2012

Pct 1. 3rd call competitive application - not awarded

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — Nominating County

District 21 — TxDOT District

La Milpa (M1080388) ✓ — Name of Colonia & Texas Water Development Board ID#

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

site visit 01-04-12

Paving: 0.149 mi **Repaving :** ~~0.149 (mi)~~

Drainage: Pipe 18"-160', 24"-100', 30"-60' **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $59,864.79 ✓ **Total Drainage Cost:** $39,520.00 ✓
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $99,384.79 ✓

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? ____ **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008.**

awarded but cancelled 3rd call allocation project

TEXAS DEPARTMENT OF TRANSPORTATION

3rd Call Border Colonia Access Program

2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — Nominating County

District 21 — TxDOT District

Ramirez Subdivision M1080587 — Name of Colonia & Texas Water Development Board ID#

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

avisit 02-09-12

Type of Project and Length in Miles: 0.10 miles

Paving: _____ **Repaving :** 550 L.F

300 L.F.-15"ADS Culvert Pipe

Drainage: Pipe 70 L.F.-18"RCP Culvert Pipe Curb & Gutter _____

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Award reduced to match available un-programmed 3rd call Balance - Feb. 2012

Total Roadway Cost: ~~$52,083.33~~ 46,753.53 Total Drainage Cost: ~~$24,600.00~~ 46,753.53
(Include Management, Engineering Design, and Inspection, etc)

Total Estimate of the Project Costs: ~~$76,683.33~~ **(The County will cover the additional cost from BCAP project underruns)**

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by March 31, 2008.

awarded but cancelled 3rd call allocation project

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — Nominating County

District 21 — TxDOT District

Ramirez Subdivision No.2 M1080588 — Name of Colonia & Texas Water Development Board ID#

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:

Site visit 02-09-12

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles: 0.1 miles

Paving: 540 L.F.-15" ADS Culvert Pipe **Repaving :** 550 L.F

Drainage: Pipe 70 L.F.-18"RCP Culvert Pipe Curb & Gutter

Culverts Detention Pond

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: ~~$52,083.33~~ 50,000.00 Total Drainage Cost: $41,700.00

(Include Management, Engineering Design, and Inspection, etc)

Total Estimate of the Project Costs: ~~$93,783.33~~ 91,700.00

Increase to $500,000/mile Cap on Roadway costs

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes ____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Pct 3. Awarded 3rd call allocation project canceled in initial redelination

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

District 21
TxDOT District

Ramirez Subdivision No.3 M1080589 ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

i sent 01-04-08

Type of Project and Length in Miles: 0.142 miles

Paving: _____ **Repaving :** 750 L.F

520 L.F.-15" ADS Culvert Pipe

Drainage: Pipe 70 L.F.-18" RCP Culvert Pipe **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: ~~$71,098.40~~ $71,000.00 Total Drainage Cost: $34,650.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: ~~$105,748.40~~ $105,650.00 exceeds 500K/mile cap on RW costs

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? ____ **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Pct 3 3rd call allocation application awarded and canceled a matched redefinition

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

District 21
TxDOT District

Randolph Barnett Subdivision No.1 M1080600 ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Site visit 01-04-11

Paving: 520 L.F.-15" ADS Culvert Pipe — **Repaving :** 650 L.F 0.123 miles

Drainage: Pipe 70 L.F.-18"RCP Culvert Pipe — Curb & Gutter _____

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $61,553.03 ✓ Total Drainage Cost: $32,650.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $94,203.03 ✓

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

2012. Awarded 5th Call allocation project, canceled in initial reallocation.

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

District 21
TxDOT District

Regal Estates Subdivision M1080606 ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

0.242miles

Paving: 1080 L.F.-15" ADS Culvert Pipe **Repaving :** 1280 L.F

site visit 01-04-12

Drainage: Pipe 70 L.F.-18" RCP Culvert Pipe **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: ~~$124,596.00~~ 121,000.00 **Total Drainage Cost:** $65,200.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: ~~$189,796.06~~ 186,200.00

exceeds $500K/mile cap on RW costs

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? ____ **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Pct 3. 3rd call allocation project - awarded but cancelled during mutual redoff.

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

District 21
TxDOT District

Jardin Terrace Subdivision M1080348 ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

0.298 miles

Paving: 860 L.F.-15" ADS Culvert Pipe **Repaving :** 1500 L.F

Drainage: Pipe 70 L.F.-18"RCP Culvert Pipe **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

So used 1-04-12

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $142,044.99 ✓ **Total Drainage Cost:** $55,600.00 ✓
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $197,644.99 ✓

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? ____ **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Pct 4. 3rd call comp. application – not awarded

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

HIDALGO COUNTY
Nominating County

21
TxDOT District

Engleman Estates (TWDP ID#M1080260) ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** ✓ **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: ~~2440 L.F.~~ 0.462 miles **Repaving :** 2440 LF (0.462 mi)

Drainage: Pipe 1056' RCP CL III (15"), 80'-RCP CLIII (18" **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $155,607.53 ✓ **Total Drainage Cost:** $43,954.00 ✓
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $199,561.53 ✓

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? ____ **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Re-sent 1-04-12

initial 3rd call competitive request - not awarded

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

HIDALGO COUNTY
Nominating County

21
TxDOT District

Rankin Subdivision (TWDP ID#M1080603)
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles:

Paving: .55 MI.
3640 LF 24" RCP CLIII

Repaving :

Drainage: Pipe 1020 LF 15" RCP CL III

Curb & Gutter

Culverts

Detention Pond

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $275,000.00 Total Drainage Cost: $304,387.84
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $579,387.84

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes ____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Pct 3, 3rd call award (alloc): redetermination

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

HIDALGO COUNTY
Nominating County

21
TxDOT District

Dude Hill #1 (TWDP ID#M1080234)
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles: 0.121 mi

Revised 04-12

Paving: 640 L.F. **Repaving :** A

Drainage: Pipe 160' RCP CL III (18") Curb & Gutter 1935 L.F. TY A (BARRIER)

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: ~~$70,124.67~~ $ 60,500 Total Drainage Cost: $63,585.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: ~~$133,709.67~~ $ 124,085.00

exceeds 500k/mile cap on R/W costs max = 860,500

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes ____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

DATE: March 13, 2012

DEPARTMENT HEAD: Agapito Vargas Jr.

2012
Transfer

DEPARTMENT NAME: Border Colonia Access Program

AI-31392 **03/13/12**

ACCOUNT NUMBER: 2-1312-431-00-XXX-XXX-X-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
2-1312-431-00-122-465-1- 312	MILLER RESUB LOT A SUBD	INDIRECT COSTS	(3,041.51)
2-1312-431-00-122-465-1- 334	MILLER RESUB LOT A SUBD	ENG & ARCH SRVS	(8,850.32)
2-1312-431-00-122-465-1- 339	MILLER RESUB LOT A SUBD	OTHER PROF SRVS	(4,022.87)
2-1312-431-00-122-465-1- 540	MILLER RESUB LOT A SUBD	ADVERTISING	(600.00)
2-1312-431-00-122-465-1- 733	MILLER RESUB LOT A SUBD	DRAINAGE DITCHES	(60,965.00)
2-1312-431-00-122-465-1- 841	MILLER RESUB LOT A SUBD	AID TO GOVT AGEN	(53,974.23)
2-1312-431-00-122-465-1- 899	MILLER RESUB LOT A SUBD	CONTINGENCY	(1,755.91)
2-1312-431-00-000-000-0- 899	BCAP ROUND III	CONTINGENCY	133,209.84
2-1312-334-30-122-465-1- 000	PCT.2 BCAP III - MILLER RESUB LOT A S/D	REVENUE	(133,209.84)
2-1312-334-30-000-000-0- 000	BCAP ROUND III	REVENUE	133,209.84
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To de-obligate funds from Pct.2 BCAP Miller Resub LOT A - 3rd Call (Round III - Fund 1312) in the amount of $133,209.84 and transfer into BCAP Round III - Contingency.

SIGNATURE

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

DATE: March 13, 2012

DEPARTMENT HEAD: Agapito Vargas Jr.

2012
Transfer

DEPARTMENT NAME: Border Colonia Access Program

AI-31392 03/13/12

ACCOUNT NUMBER: 2-1312-431-00-XXX-XXX-X-899

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
2-1312-431-00-121-103-1- 899	BERNAL HEIGHTS #1	CONTINGENCY	(6,466.95)
2-1312-431-00-121-120-0- 899	BRENDA GAY	CONTINGENCY	(1,798.07)
2-1312-431-00-121-148-0- 899	CHAPA NORTH	CONTINGENCY	(296.28)
2-1312-431-00-121-149-0- 899	CHAPA SOUTH	CONTINGENCY	(275.83)
2-1312-431-00-121-215-0 899	DE ANDA SUBDIVISION	CONTINGENCY	(8,053.85)
2-1312-431-00-121-220-1- 899	DELTA WEST SUBDIVISION	CONTINGENCY	(46,102.68)
2-1312-431-00-121-230-1- 899	DIMAS #3	CONTINGENCY	(22,953.69)
2-1312-431-00-121-232-0- 899	COLONIA BOYCE	CONTINGENCY	(26.54)
2-1312-431-00-121-244-1- 899	EL MESQUITE	CONTINGENCY	(23,613.39)
2-1312-431-00-121-319-0- 899	HIGH POINT SUBDIVISION	CONTINGENCY	(1,281.33)
2-1312-431-00-121-362-0- 899	L & P	CONTINGENCY	(109.15)
2-1312-431-00-121-779-0- 899	VALLEY VIEW ESTATES	CONTINGENCY	(22,525.61)
2-1312-431-00-000-000-0- 899	BCAP ROUND III	CONTINGENCY	133,503.37
2-1312-334-30-000-000-0- 000	BCAP ROUND III-CONTINGENCY	REVENUE	133,503.37
2-1312-334-30-121-103-1- 000	PCT.1 BCAP III - BERNAL HEIGHTS #1	REVENUE	(6,466.95)
2-1312-334-30-121-120-0- 000	PCT.1 BCAP III - BRENDA GAY	REVENUE	(1,798.07)
2-1312-334-30-121-148-0- 000	PCT.1 BCAP III - CHAPA NORTH	REVENUE	(296.28)
2-1312-334-30-121-149-0- 000	PCT.1 BCAP III - CHAPA SOUTH	REVENUE	(275.83)
2-1312-334-30-121-215-0- 000	PCT.1 BCAP III - DE ANDA S/D	REVENUE	(8,053.85)
2-1312-334-30-121-220-1- 000	PCT.1 BCAP III - DELTA WEST S/D	REVENUE	(46,102.68)
2-1312-334-30-121-230-1- 000	PCT.1 BCAP III - DIMAS #3	REVENUE	(22,953.69)
2-1312-334-30-121-232-0- 000	PCT.1 BCAP III - COLONA BOYCE	REVENUE	(26.54)
2-1312-334-30-121-244-1- 000	PCT.1 BCAP III - EL MESQUITE	REVENUE	(23,613.39)
2-1312-334-30-121-319-0- 000	PCT.1 BCAP III - HIGH POINT S/D	REVENUE	(1,281.33)
2-1312-334-30-121-362-0- 000	PCT.1 BCAP III - L & P	REVENUE	(109.15)
2-1312-334-30-121-779-0- 000	PCT.1 BCAP III - VALLEY VIEW ESTAES	REVENUE	(22,525.61)
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To transfer funds to 3rd Call BCAP III Contingency to fund completion of newly added projects

SIGNATURE

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

DATE: March 13, 2012

DEPARTMENT HEAD: Agapito Vargas Jr.

2012
Transfer

DEPARTMENT NAME: Border Colonia Access Program

AI-31392 **03/13/12**

ACCOUNT NUMBER: 2-1312-431-00-XXX-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1312-431-00-000-000-0	899	BCAP ROUND III	CONTINGENCY	(99,384.79)
2-1312-431-00-121-388-0	312	LA MILPA SUBDIVISION	INDIRECT COST	2,682.22
2-1312-431-00-121-388-0	334	LA MILPA SUBDIVISION	ARCH & ENG SRV	8,589.36
2-1312-431-00-121-388-0	339	LA MILPA SUBDIVISION	OTHER PROF SRV	2,732.98
2-1312-431-00-121-388-0	540	LA MILPA SUBDIVISION	ADVERTISING	1,400.00
2-1312-431-00-121-388-0	731	LA MILPA SUBDIVISION	ROADS	38,565.00
2-1312-431-00-121-388-0	733	LA MILPA SUBDIVISION	DRAINAGE DITCHES	39,520.00
2-1312-431-00-121-388-0	899	LA MILPA SUBDIVISION	CONTINGENCY	5,895.23
2-1312-334-30-000-000-0	000	BCAP ROUND III -CONTINGENCY	REVENUE	(99,384.79)
2-1312-334-30-121-388-0	000	PCT.1 BCAP III - LA MILPA	REVENUE	99,384.79
		TOTAL BUDGET INCREASE (DECREASE)		-

REASON: Transfer funds from BCAP ROUND III CONTINGENCY - to BCAP - 3rd Call (Round III - Fund 1312) newly added BCAP Projects Funding Agreement for BCAP Amendment No.6 AI-31229 3/6/12

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

DATE: March 13, 2012

DEPARTMENT HEAD: Agapito Vargas Jr.

2012
Transfer

DEPARTMENT NAME: Border Colonia Access Program

AI-31392 **03/13/12**

ACCOUNT NUMBER: 2-1312-431-00-XXX-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1312-431-00-000-000-0	899	BCAP ROUND III	CONTINGENCY	(778,949.37)
2-1312-431-00-124-260-0	334	ENGLEMAN ESTATES SUBDIVISION	ARCH & ENG SRV	19,096.80
2-1312-431-00-124-260-0	339	ENGLEMAN ESTATES SUBDIVISION	OTHER PROF SRV	6,076.25
2-1312-431-00-124-260-0	540	ENGLEMAN ESTATES SUBDIVISION	ADVERTISING	1,400.00
2-1312-431-00-124-260-0	731	ENGLEMAN ESTATES SUBDIVISION	ROADS	129,034.48
2-1312-431-00-124-260-0	733	ENGLEMAN ESTATES SUBDIVISION	DRAINAGE DITCHES	43,954.00
2-1312-431-00-124-603-0	334	RANKIN SUBDIVISION	ARCH & ENG SRV	57,546.93
2-1312-431-00-124-603-0	339	RANKIN SUBDIVISION	OTHER PROF SRV	18,310.38
2-1312-431-00-124-603-0	540	RANKIN SUBDIVISION	ADVERTISING	1,400.00
2-1312-431-00-124-603-0	731	RANKIN SUBDIVISION	ROADS	197,742.69
2-1312-431-00-124-603-0	733	RANKIN SUBDIVISION	DRAINAGE DITCHES	304,387.84
2-1312-334-30-000-000-0	000	BCAP ROUND III -CONTINGENCY	REVENUE	(778,949.37)
2-1312-334-30-124-260-0	000	PCT.4 BCAP III - ENGLEMAN ESTATES	REVENUE	199,561.53
2-1312-334-30-124-603-0	000	PCT.4 BCAP III - RANKIN	REVENUE	579,387.84
		TOTAL BUDGET INCREASE (DECREASE)		-

REASON: Transfer funds from BCAP ROUND III CONTINGENCY - to BCAP - 3rd Call (Round III - Fund 1312) newly added BCAP Projects BCAP Projects Funding Agreement for BCAP Amendment No.6 AI-31229 3/6/12

DEPARTMENT HEAD SIGNATURE

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

DATE: March 13, 2012

DEPARTMENT HEAD: Agapito Vargas Jr.

2012
Transfer

DEPARTMENT NAME: Border Colonia Access Program **AI-31392** **03/13/12**

ACCOUNT NUMBER: 2-1312-431-00-XXX-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
2-1312-431-00-000-000-0 899	BCAP ROUND III	CONTINGENCY	(722,151.55)
2-1312-431-00-123-587-0 334	RAMIREZ SUBDIVISION	ARCH & ENG SRV	8,636.00
2-1312-431-00-123-587-0 339	RAMIREZ SUBDIVISION	OTHER PROF SRV	2,747.82
2-1312-431-00-123-587-0 731	RAMIREZ SUBDIVISION	ROADS	35,369.71
2-1312-431-00-123-588-0 334	RAMIREZ NO.2 SUBDIVISION	ARCH & ENG SRV	10,418.00
2-1312-431-00-123-588-0 339	RAMIREZ NO.2 SUBDIVISION	OTHER PROF SRV	3,314.82
2-1312-431-00-123-588-0 731	RAMIREZ NO.2 SUBDIVISION	ROADS	36,267.18
2-1312-431-00-123-588-0 733	RAMIREZ NO.2 SUBDIVISION	DRAINAGE DITCHES	41,700.00
2-1312-431-00-123-589-0 334	RAMIREZ NO.3 SUBDIVISION	ARCH & ENG SRV	10,856.59
2-1312-431-00-123-589-0 339	RAMIREZ NO.3 SUBDIVISION	OTHER PROF SRV	3,454.37
2-1312-431-00-123-589-0 540	RAMIREZ NO.3 SUBDIVISION	ADVERTISING	1,400.00
2-1312-431-00-123-589-0 731	RAMIREZ NO.3 SUBDIVISION	ROADS	55,289.04
2-1312-431-00-123-589-0 733	RAMIREZ NO.3 SUBDIVISION	DRAINAGE DITCHES	34,650.00
2-1312-431-00-123-600-0 334	RANDOLPH BARNETTE SUBD. NO.1	ARCH & ENG SRV	10,151.02
2-1312-431-00-123-600-0 339	RANDOLPH BARNETTE SUBD. NO.1	OTHER PROF SRV	3,229.87
2-1312-431-00-123-600-0 540	RANDOLPH BARNETTE SUBD. NO.1	ADVERTISING	1,400.00
2-1312-431-00-123-600-0 731	RANDOLPH BARNETTE SUBD. NO.1	ROADS	46,772.14
2-1312-431-00-123-600-0 733	RANDOLPH BARNETTE SUBD. NO.1	DRAINAGE DITCHES	32,650.00
2-1312-431-00-123-606-0 334	REGAL ESTATES SUBDIVISION	ARCH & ENG SRV	18,233.68
2-1312-431-00-123-606-0 339	REGAL ESTATES SUBDIVISION	OTHER PROF SRV	5,801.63
2-1312-431-00-123-606-0 540	REGAL ESTATES SUBDIVISION	ADVERTISING	1,400.00
2-1312-431-00-123-606-0 731	REGAL ESTATES SUBDIVISION	ROADS	95,564.69
2-1312-431-00-123-606-0 733	REGAL ESTATES SUBDIVISION	DRAINAGE DITCHES	65,200.00
2-1312-431-00-123-348-0 312	JARDIN TERRACE SUBDIVISION	INDIRECT COSTS	4,120.00
2-1312-431-00-123-348-0 334	JARDIN TERRACE SUBDIVISION	ARCH & ENG SRV	18,457.42
2-1312-431-00-123-348-0 339	JARDIN TERRACE SUBDIVISION	OTHER PROF SRV	5,872.82
2-1312-431-00-123-348-0 540	JARDIN TERRACE SUBDIVISION	ADVERTISING	1,400.00
2-1312-431-00-123-348-0 731	JARDIN TERRACE SUBDIVISION	ROADS	112,194.75
2-1312-431-00-123-348-0 733	JARDIN TERRACE SUBDIVISION	DRAINAGE DITCHES	55,600.00
2-1312-334-30-000-000-0 000	BCAP ROUND III -CONTINGENCY	REVENUE	(722,151.55)
2-1312-334-30-123-587-0 000	PCT.3 BCAP III - RAMIREZ	REVENUE	46,753.53
2-1312-334-30-123-588-0 000	PCT.3 BCAP III - RAMIREZ NO.2	REVENUE	91,700.00
2-1312-334-30-123-589-0 000	PCT.3 BCAP III - RAMIREZ NO.3	REVENUE	105,650.00
2-1312-334-30-123-600-0 000	PCT.3 BCAP III- RANDOLPH BARNETTE	REVENUE	94,203.03
2-1312-334-30-123-606-0 000	PCT.3 BCAP III- REGAL ESTATES	REVENUE	186,200.00
2-1312-334-30-123-348-0 000	PCT.3 BCAP III-JARDIN TERRACE	REVENUE	197,644.99
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: Appropriate funds from BCAP ROUND III CONTINGENCY - to BCAP - 3rd Call (Round III - Fund 1312) newly added BCAP Projects BCAP Projects Funding Agreement for BCAP Amendment No.6 AI-31229 3/6/12

SIGNATURE

/ /

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

AI-31387 **7. A.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the ninth (9th) year of the additional ten (10) one (1) year term extension as provided in contract for: "Housing of Inmates" for the Hidalgo County Sheriff's Office, under the same current rates, terms and conditions with LCS CORRECTIONS SERVICES, INC. effective: 03/31/12 - 03/30/13.

BACKGROUND

E-11-116-03-28

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1-1100-423-21-280-002-0-590

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

BUDGETARY IMPACT:

Available balance as of 3-9-12 $966,440.00

Attachments

Extension-(9th Yr)-LCS-HCSO(Housing of Inmates)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/09/2012 03:08 PM
Budget & Management	Erika Zamora	03/09/2012 03:17 PM
Manuel Chapa	Manuel Chapa	03/09/2012 04:01 PM
Auditor's Office	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Letty Saenz Started On: 03/07/2012 02:34 PM

Final Approval Date: 03/09/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 01, 2012

Jerry Gottlieb, Chairman of the Board
LCS CORRECTIONS SERVICES, INC.
2475 Enterprise Road, Suite 300
Clearwater, Florida 33763
Ph. (727) 791-1977

via facsimile (727) 791-8090
via email jerry@gottlaw.com
via certified mail

Re: ***Extension-Contract#E-11-116-03-28-(C-02-021-01-29)-"Housing of Inmates"-Hidalgo County Sheriff's Office***

Dear Mr. Gottlieb:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the **(Ninth 9th Year)** of the additional ten (10) one (1) year periods as provided in the current contract (under the same rates, terms and conditions) **Effective 03/31/12, Expires 03/30/13.** Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: _____
Jerry Gottlieb, Chairman of the Board

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/26/2012

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
Marsh USA Inc.
701 Poydras Street, Suite 4125
neworleans.certrequest@marsh.com
New Orleans, LA 70139

972022-LCS-CAS-11-12

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Aspen Specialty Insurance Company	10717
INSURER B :	National Union Fire Insurance Co. of PA	19445
INSURER C :	New Hampshire Insurance Company	23841
INSURER D :	Ironshore Specialty Ins. Company	25445
INSURER E :		
INSURER F :		

INSURED
LCS Corrections Services, Inc.
Attn: Mr. Daniel Slone
100-D William O. Stutes St.
Lafayette, LA 70506-3011

COVERAGES **CERTIFICATE NUMBER:** HOU-001867437-11 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR $150,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CRA946F11	12/31/2011	12/31/2012	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 EXCLUDED 1,000,000 5,000,000 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA4576428	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CXA9AGL11	12/31/2011	12/31/2012	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC006506863	12/31/2011	12/31/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
D	Health Care Professional Liability			000884402	12/31/2011	12/31/2012	Aggregate Limit Each Medical Incident		2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
Attn: Leticia Saenz
2802 South 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 of Marsh USA Inc.

James Laborde

© 1988-2010 ACORD CORPORATION. All rights reserved.

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	LCS Corrections Services, Inc. Attn: Mr. Daniel Slone 100-D William O. Stutes St. Lafayette, LA 70506-3011
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other
Limits
SIR : 150,000

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

E-11-116-03-28

LCS CORRECTIONS SERVICES, INC.
2475 ENTERPRISE ROAD, SUITE 300
CLEARWATER, FL 33763
(727) 799-0232 OR (800) 741-0232
FAX (727) 791-8090

March 27, 2011

Hidalgo County, Texas
Attention: Honorable Ramon Garcia
Hidalgo County Administration Building
100 East Cano, 2nd Floor
Edinburg, Texas 78539

IN RE: Contract Renewal

Dear Judge Garcia:

We are pleased to have recently received notification from Leticia H. Saenz, CPPB that Hidalgo County wishes to renew the *Contract for Services* which the County has with *LCS Corrections Services, Inc*. for the housing of County inmates in the *LCS* facility in Hidalgo County.

We agree that it would be in everyone's best interest for County to exercise its right to renew the contract for an additional one (1) year term. Due to increased costs, we would like to propose that the renewal be at an increased per diem rate, as set forth in §4.03, of Forty-five dollars ($45.00). We believe that such an increase is reasonable based on our operating costs, as set forth in §1.02 of the contract. All other terms and conditions of the contract shall remain unchanged. We also agree that in consideration of this increase, we will not propose any further increase for next year's renewal. We further acknowledge that this will be the 8th year of renewals, rather than 9th as appears in some of the documents.

The contract permits the County to extend the current term by written notice of such intent. This letter is to advise that we will agree to such renewal. If you would like to proceed on the forgoing basis, please sign the attached copy of this letter where indicated and return it to me in the enclosed envelope.

Should you have any questions or require further information, please feel free to contact the undersigned at the above phone number. Thank you for your assistance in this matter.

Sincerely yours,

By:

Jerry Gottlieb
Chairman of the Board
Jerry@Gottlaw.com

ms

Leticia Saenz

From: Jerry Gottlieb [JWGottlieb@Frontier.com]
Sent: Friday, March 25, 2011 6:59 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: 'Michael LeBlanc'; 'Richard Harbison'
Subject: LCS Contract Renewal

Leticia:

This will confirm that we have agreed to renew the current agreement at the per diem rate of $45.00 (representing an increase of $3.00). We have agreed that in consideration of this increase LCS will hold this rate for at least a two year period. We also understand and agree with your computation that this is in fact the 8th year of the agreement rather than the 9th. If you would like to have the Judge's letter revised to reflect these two changes I will be glad to countersign it and return a copy.

Should you have any questions or require further information, please feel free to contact us.

Jerry Gottlieb, Esq.
Chairman of the Board
LCS Corrections Services, Inc.
(727) 791-1977

APPROVED

AI-25904 **19.A.11.**

HCSO-Extension/Renewal-LCS Corrections Services, Inc.-E-10-154-03-23

CC REGULAR

Date: 03/28/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

a. Approval of a correction to the current agreement (w/extension expiration date-3-30-11) between Hidalgo County and LCS Corrections Services, Inc. to reflect that last year's extension would be the seventh (7) of up to ten (10) possible term extensions and not the eighth as reflected on CC records;

b. Requesting authority to exercise the eigth (8th) year of the additional ten (10) one (1) year term extensions with LCS Corrections Services, Inc. as provided in contract for the: "Housing of Inmates" for Hidalgo County through Sheriff's Office, under the negotiated rate of $45.00/diem/inmate for 2 years with all other terms and conditions remaining the same effective: 03/31/11-03/30/12.

BACKGROUND

Memo approved by HCSO to proceed w/extension on 03/08/11
Letter of negotiations by LCS Corrections Svc Inc.
Contract document w/LCS

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-590
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3-24-11 $810,664.00

Attachments

Link: 03/08/11-memo apprvd by HCSO-
Link: 03/14/11-Letter from LCS (Increase)
Link: contract document
Link: 2010-Ext-E-10-154-0.-23 w/CC Mins
Link: letter
Link: letter from chief mtz

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2011 03:36 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 03:40 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/24/2011 03:50 PM	APRV

March 28, 2011

Nielda Cavazos

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
March 28, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All Present
2. **Pledge of Allegiance**
3. **Prayer** Com Quintanilla
4. **Approval of Consent Agenda** 12 A 13 D, 13 E 3 (all approved subject to correction)
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

A. approved
1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

approved
2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-25834** approved
Requesting permission by CASA of Hidalgo County, Inc. to use open forum area of the courthouse for Candlelight Vigil to be held on April 6, 2011 (including the posting of banner and six (6) wooden crosses to represent children who lost their lives)

C. **AI-25870** approved 1-2
Tropical Texas Behavioral Health (1100):
Ratification of action taken on 3/21/11 of the following:
1. Approval of payment to Tropical Texas Behavioral Health for FY 2011 county allocation of required local match in the amount of $578,485.00 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor
2. Approval of payment to Tropical Texas Behavioral Health for FY 2011 county allocation match in the amount of $159,333.00 for physicians emergency crisis services - DSHS Contract #2011-03313.002 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

D. **AI-25888** approved
Palmer Drug Abuse Program:
1. Approval to enter into a services agreement between Hidalgo County and Palmer Drug Abuse Program-McAllen, Inc. (PDAP) to provide substance abuse counseling and education services.
2. Approval of 2011 appropriation of funds for the Drug Abuse Prevention & Rehabilitation fund (1224) in the amount of $2,199.00 to fund the payment to Palmer Drug Abuse Program-McAllen, Inc.
3. Approval to make payment in accordance with services agreement between Hidalgo County and Palmer Drug Abuse Program-McAllen, Inc. in the amount of $2,199.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor

March 28, 2011

March 28, 2011

b. Approval of revised salary schedule.

19. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

nothing to report

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-25884 Pursuant to an informal request by District Attorney's office, approval to transfer three (3) TV's, from Sheriff's Abandoned and Unclaimed property to the District Attorney's Office for the purpose of courtroom use.

approved

5. AI-25877 a. Discussion and action on recommendation by Purchasing Department to reject proposals received and and approval to re-advertise procurement packet with modifications: such as, awarding the project as a Master Agreement and deciding as to County's preference for a fee structure to coincide with specific project assignment basis through a work authorization format;

approved a-c

b. Designation and assignment of grading committee for project; Purchasing, Yolanda Chapa, Marcos Lopez, Mona Parras, Raul Lozano

6. AI-25851 Selection/Assignment/Designation of Grading Committe to evaluate and score the Statements Of Qualifications received for RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services for Hidalgo County and HC Drainage District No. 1. Audior, Budge Office , Raul Silguero, Purchasing

approved

7. AI-25848 Ratification of the merger notice received from Beck Disaster Recovery Services, Inc.-BDR (awarded vendor for the provision of Consulting-Debris Removal Monitoring And Related Disaster Recovery Services through-HGAC (C-10-230-05-25) with "Science Applications International Corporation-SAIC (also awarded vendor-HGAC) with effective date of said merger December 24, 2010 and will operate as a division of Science Applications International Corporation (SAIC).

approved

8. AI-25843 Recommending award of bid and approval of contract document to a sole participant meeting all specifications and/or requirements as attached hereto for "Hidalgo County-"Striping/Markings for County Roads, County Parking Lots, etc" RFB No. 2011-007-MEG.

approved

9. AI-25839 Recommending award of bid and approval of contract to lowest bidder (multiple vendors) meeting all specifications/requirements attached hereto for Hidalgo County-"Traffic Road Signs and Misc. Equipment" RFB No.: 2011-027-01-12-SGS.

approved

10. AI-25797 Recommending award of bid and approval of contract to sole bidder meeting all specifications/requirements as attached hereto for Hidalgo County-"Welding Supplies and Other

approved

March 28, 2011

March 28, 2011

Misc. Items" RFB No.: 2011-028a-02-02-SGS.

11.	AI-25904	a. Approval of a correction to the current agreement (w/extension expiration date-3-30-11) between Hidalgo County and LCS Corrections Services, Inc. to reflect that last year's extension would be the seventh (7) of up to ten (10) possible term extensions and not the eighth as reflected on CC records; approved b. Requesting authority to exercise the eigth (8th) year of the additional ten (10) one (1) year term extensions with LCS Corrections Services, Inc. as provided in contract for the: "Housing of Inmates" for Hidalgo County through Sheriff's Office, under the negotiated rate of $45.00/diem/inmate for 2 years with all other terms and conditions remaining the same effective: 03/31/11-03/30/12. approved

B. Sheriff's Office

1.	AI-25893	Appointment/Designation by Commissioner's Court of grading committee to evaluate and score the Proposals received for Hidalgo County Sheriff Department - RFP #2011-019-02-09-YZV"Inmate Pay Telephone System & Services" with Sheriff Dept. request to have three (3) members on said committee and requesting that Purchasing facilitate and supervise process. approved IT Dept.
20.		**Closed Session:** Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following: 11: 10 am
A.		Real Estate Acquisition
B.		Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
C.		Pending and/or potential litigation
D.	AI-25943	CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo
E.	AI-25929	CL-09-1306-B; Fernando Elizondo vs. Daniel Rodriguez
F.	AI-25868	Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino
21.		**Open Session:** 11:39a.m.
A.		approved Real Estate Acquisition and appropriation for same $ 9250.00
B.		approved Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
C.		Pending and/or potential litigation
D.	AI-25944	CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo approved
E.	AI-25930	CL-09-1306-B; Fernando Elizondo vs. Daniel Rodriguez approved
F.	AI-25869	approved Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino
22.		**Closed Session:** Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed
23.		**Open Session:** Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed
24.		**Adjourn**

March 28, 2011

4	Auditor's Office	03/25/2011 07:32 AM	NEW
Form Started By: Letty Saenz		Started On: 03/23/2011 10:00 AM	
Final Approval Date: 03/25/2011			

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
601 Poydras Street, Suite 1850
New Orleans, LA 70130-6031

RECEIVED JAN 06 2011 BY

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

972022-LCS-CAS-10-11

INSURED
LCS Corrections Services, Inc.
100-D William O. Stutes St.
Lafayette, LA 70506-3011

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ironshore Specialty Ins. Company	25445
INSURER B : N/A	N/A
INSURER C : New Hampshire Insurance Company	23841
INSURER D : National Union Fire Insurance Co. of PA	19445
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HOU-001631617-06 **REVISION NUMBER:** 1

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			000882801	12/31/2010	12/31/2011	EACH OCCURRENCE	$	1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$	EXCLUDED
	[X] SIR $150,000						PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	5,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	1,000,000
								$	
D	AUTOMOBILE LIABILITY			CA4576428	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	[ ] HIRED AUTOS							$	
	[ ] NON-OWNED AUTOS							$	
A	[X] UMBRELLA LIAB [X] OCCUR			000882901	12/31/2010	12/31/2011	EACH OCCURRENCE	$	2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	2,000,000
	[ ] DEDUCTIBLE							$	
	[X] RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC006506863	12/31/2010	12/31/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Health Care			000073600	12/31/2010	12/31/2011	Aggregate Limit		2,000,000
	Professional Liability						Each Medical Incident		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
Attn: Leticia Saenz
2802 South 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 of Marsh USA Inc.
James Laborde

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ADDITIONAL INFORMATION

HOU-001631617-06

DATE (MM/DD/YY)
12/23/2010

PRODUCER
Marsh USA Inc.
601 Poydras Street, Suite 1850
New Orleans, LA 70130-6031

972022-LCS-CAS-10-11

INSURERS AFFORDING COVERAGE	NAIC #
INSURER G:	
INSURER H:	
INSURER I:	
INSURER J:	

INSURED
LCS Corrections Services, Inc.
100-D William O. Stutes St.
Lafayette, LA 70506-3011

TEXT

Other
Limits
SIR : 150,000

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
Attn: Leticia Saenz
2802 South Business Hwy. 281
Edinburg, TX 78539

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
James Laborde

James F. Laborde

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

This Agreement for Services (the "Agreement") is made and entered into by and between *HIDALGO COUNTY, TEXAS* (the "County"), a Texas political subdivision, and *LCS - HIDALGO, LLC.* (the "Contractor"), a Nevada limited liability company, effective as of the 29th day of January 2002.

WHEREAS, the County advertised a request for proposals and bids for the housing, management, supervision and care of County inmates as it deems necessary on "an as needed basis" incarcerated or to be incarcerated by the County (the "inmates");

WHEREAS, pursuant to the request for proposals and bids issued and advertised by the County, the Contractor timely submitted a proposal and bid in compliance with the County's advertisement and requirements;

WHEREAS, the Contractor's proposal and bid was found by the Commissioners Court of Hidalgo County to be beneficial and in the best interests of the public safety and welfare of the citizens of the County, and the best proposal and bid received by the County;

WHEREAS, contracting for the housing of inmates at a facility within the County, within the City of La Villa, will produce material benefits, efficiencies and savings for the County;

WHEREAS, the Sheriff of Hidalgo County, Texas (the "Sheriff") recommended the County advertise for proposals and bids for the housing and confinement of inmates as it deems necessary on "an as needed basis", and has recommended and requested the Commissioners Court to approve this Agreement; and

WHEREAS, the County and the Contractor desire to enter into the Agreement for the Contractor to provide housing and care for certain inmates incarcerated or to be incarcerated by the County;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties hereto contract, covenant and agree as follows:

ARTICLE ONE
TERM AND TERMINATION OF AGREEMENT

Section 1.01. Term of Agreement. This Agreement shall be and become effective upon the execution by the County and the Contractor, and, subject to all the terms and provisions hereof, the initial term of this Agreement shall begin on the effective date. The initial term of this Agreement shall be for two (2) years (the "Term"). Thereafter, the County shall have the option to extend this Agreement annually as provided in Section 1.02.

Section 1.02. Renewal and Extension. For a period of up to ten (10) years after the expiration of the Term, the County may, in its sole discretion, extend this Agreement for successive one-year terms, if permitted by then-applicable purchasing laws and regulations. In the event the County elects to extend this Agreement beyond the Term under Section 1.01, the County shall notify the Corporation, in writing, of its desire to so extend this Agreement, no later than sixty (60) days following the end of County's fiscal year occurring during the Term, or the then-applicable extension term under this Section 1.02. The continuing option of the County to extend this Agreement annually shall be subject to the right of the Contractor to negotiate reasonable increases in the per diem rates, based upon increases in its detention facility and operating costs.

Section 1.03. Termination. Notwithstanding anything to the contrary herein, County may terminate this Agreement without cause on thirty (30) days written notice.

ARTICLE TWO
SPECIFICATION OF FACILITY AND LOCATION

The housing, confinement and detention services described in this Agreement will be provided at the *East Hidalgo Detention Center*, 1300 N. Hwy. 107, La Villa, Hidalgo County, Texas (the "facility"), save and except as necessary for the Contractor to provide the transportation, required off-site medical services and similar services specified in this Agreement to be provided by the Contractor.

ARTICLE THREE
OPERATION OF THE FACILITY

Section 3.01. Minimum Conditions of Confinement. The Contractor shall operate, manage, supervise and maintain the facility, and provide for the secure custody, care and safekeeping of inmates of the County at the facility, in accordance with state and local law, including the minimum regulations and standards promulgated by the *Texas Commission on Jail Standards* (the "TCJS") and this Agreement; provided that the level and the quality of services provided

by the Contractor pursuant to this Agreement shall meet or exceed the minimum regulations and standards promulgated by the TCJS. The Contractor shall further provide housing, care, meals and routine medical services for such inmates that are at least equal to the level and quality of such services the County provides to its own inmates confined in its own jail, subject to the terms and conditions of this Agreement. In addition to such regulations and standards, the minimum conditions of confinement during the entire period of this Agreement are:

(a) Staffing shall be provided 24 hours per day to supervise inmates.

(b) Three (3) meals (including two hot meals) shall be provided per day for County inmates. The meals must meet the nationally recommended dietary allowances published by the *National Academy of Sciences*.

(c) Emergency medical care will be provided for the inmates twenty-four (24) hours per day.

(d) The Contractor will maintain automatic smoke and fire detection and alarm systems, and shall maintain written policies, procedures and practices regarding fire and other safety emergency standards.

(e) The Contractor will maintain a water supply that is certified to be in compliance with applicable laws and regulations, and the Contractor will maintain a waste disposal program.

Section 3.02. Applicable Standards. The Contractor shall operate and maintain the facility in accordance with all applicable regulations and standards of the TCJS and this Agreement, and/or the variances granted by the TCJS and/or the Sheriff. The physical facility, and the combined services and programs, will meet or exceed the requirements of the TCJS.

Section 3.03. Physical Plant. The physical plant will meet or exceed the requirements of the TCJS and the Contractor shall maintain the plant in compliance with all applicable codes, including, but not limited to, the *National Electric Code*, *Uniform Plumbing Code*, *Uniform Mechanical Code*, *National Fire Protection Association Life Safety Code 101*, and local zoning ordinances applicable to the facility. The Contractor shall provide written documentation of compliance with these codes upon the request of the County.

Section 3.04. Food Services. The Contractor will provide food and beverage services in compliance with all the applicable regulations and standards, sanitation and health codes, with menus (planned and reviewed in advance by a registered dietitian or physician) that meet the nationally recommended dietary allowances published by the *National Academy of*

Sciences. The Contractor will provide two (2) hot meals daily, and one (1) other daily meal that need not be hot, with no more than 14 hours elapsed between meals. Special diets shall be available to inmates as prescribed by appropriate medical or dental personnel, and where inmates' religious beliefs require the adherence to universally recognized religious dietary laws.

Section 3.05. Laundry Services. The Contractor shall provide laundry facilities and services to inmates, and be responsible for the issuance of clean clothing, linen, bath and hand towels, when each inmate arrives at the facility. Laundering of linens and clothing shall be in accordance with the Contractor's policies and procedures. Pillows and mattresses shall be sanitized with chemicals approved by the *Texas Department of Health* (the "TDH") for sanitizing bedding, before being reissued to a newly received inmate.

Section 3.06. Transportation. The Contractor agrees to provide transportation of inmates of the County to and from the County's jail and courthouse and the Contractor's facility and if required from the Contractor's facility to *Texas Department of Criminal Justice-ID* (the "TDCJ-ID") at no additional cost to the County. The Contractor also agrees to provide transportation of the County's inmates from other sites in the State (where the County inmates are currently located) to the Contractor's facility at no additional cost to the County. In the event the County requires the Contractor to provide transportation to sites other than specified above, the County will reimburse the Contractor for transportation costs at a mutually agreeable rate per mile or per trip. Such services shall be performed and provided in compliance with the following:

(a) Transportation and escort guard services will be performed, pursuant to policies, procedures and practices established by the Contractor, by armed qualified officers employed by the Contractor, and the Contractor will implement such practices as may be requested by the Sheriff (as used in this Agreement the term Sheriff shall include his authorized deputies, representatives and agents) to enhance specific requirements for security, monitoring, and contraband control;

(b) Upon arrival at the Courthouse, jail facility or TDCJ-ID, transportation and escort guards will turn inmates over to a Deputy Sheriff or authorized agent, only upon presentation by such Deputy or authorized agent of proper law enforcement credentials;

(c) The Contractor will transport inmates to any Courthouse or designated jail facility upon a specific request from the Sheriff who will designate the inmate, the Courthouse or jail facility, and the date the inmate is to be transported;

(d) Each inmate will be restrained in hand cuffs, waist chains and leg irons during transportation.

(e) The Contractor will continue to be liable for the actions of its employees while they are transporting inmates on behalf of the Sheriff. Workers' compensation shall be provided for the Contractor's employees while on duty, including while they are providing transport services.

(f) The Contractor agrees to and shall hold harmless and indemnify the County and the Sheriff and their officials, in their official and individual capacities, from any liability, including third party liability or workers' compensation claims, arising from the conduct of the Contractor's employees during the course of the transportation of inmates on behalf of the Sheriff pursuant to the terms of this Agreement.

(g) The Contractor will provide other transportation for inmates as determined necessary and as agreed upon with the Sheriff.

Section 3.07. Medical Guidelines and Reporting. The Contractor will comply with *Texas Health and Safety Code*, Sections 85.112, 85.113 and 85.114.

(a) The Contractor will, prior to accepting any of County's inmates, develop workplace guidelines that address HIV policies, confidentiality, and employee/inmate education programs. The guidelines shall, at a minimum, incorporate the *model workplace guidelines* developed by the TDH. The Contractor shall maintain the written policies and guidelines at the facility.

(b) The Contractor will, prior to accepting any of County's inmates, develop confidentiality guidelines regarding AIDS and HIV medical information for employees and inmates. These policies shall be consistent with guidelines published by the TDH and with state and federal laws and regulations.

Section 3.08. Health Services. The Contractor shall provide access to basic health care needs by the inmates, who will not be charged and shall not be required by the Contractor to pay their own medical expenses. Medical and basic health care services shall comply with the following provisions:

(a) The per diem rate as set forth in section 4.03 below, covers only routine medical services such as: on-site sick call (when provided by on-site staff), nonprescription (over-the counter/non-legend) and routine drugs and medical supplies. The per diem rate does not cover medical/health care services provided outside of the facility or by other than facility staff, prescription drugs or treatments, or surgical, optical, dental care and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend

for medical services other than those routine medical services provided for under the per diem rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through the Sheriff or his designated representative, as soon as possible (and prior to admission unless the inmate is suffering from a life-threatening condition) to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

(b) State certification and licensing requirements shall apply to all health care personnel responsible for dispensing medical services to inmates. The Contractor shall provide and certify all direct care employees in standard first aid procedures and cardiopulmonary resuscitation (CPR).

(c) The Contractor shall have sufficient first aid supplies and equipment adequately maintained at all times to support the overall medical treatment requirements of the assigned inmate population. Medical first aid supplies shall be maintained in accordance with prescribed standards recognized or approved by a licensed, recognized health authority, which possess the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment. The Contractor shall implement a system of inventory management to ensure that first aid equipment and supplies are adequately replaced and replenished.

(d) All costs associated with hospital or health care services provided outside the facility will be paid directly by the County, or promptly reimbursed to the Contractor. In the event that a contract with a medical facility/physician exists which allows the Contractor to receive discounted rates, the inmates' services shall be charged at that rate.

(e) The Contractor shall notify the Sheriff as soon as possible of all emergency medical cases requiring removal of an inmate from the facility and to obtain prior authorization for removal for all other medical services required.

(f) When an inmate is being transferred to another County facility, he/she will (as applicable) be provided with all of his/her remaining prescription medication (if any) that is being held at the facility.

(g) Medical records will always travel with inmates being transferred to another County facility. It shall be the Contractor's responsibility to obtain and maintain such records for each inmate.

(h) Subject to the following paragraph (i), the Contractor will submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billings.

(i) If the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed $2,000, the Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) business days of receipt of an invoice from the Contractor thereof, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

(j) The County will provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

(k) The Contractor is not required to accept or to retain any inmate who is suffering from a chronic or terminal disease or condition, and the County agrees to accept the return of any such inmate upon delivery to its jail or other agreed upon detention or health care facility by the Contractor.

Section 3.09. Recreation and Exercise. The Contractor shall provide adequate physical exercise facilities, equipment, and supplies for a recreation program that meets all applicable regulations and standards of the TCJS.

Section 3.10. Visitation. The Contractor shall provide adequate space for family visitation which area shall include furniture, equipment, and supervision necessary to implement a visitation program that meets all applicable regulations and standards of the TCJS.

Section 3.11. Safety Requirements. The Contractor shall operate and maintain the facility in compliance with all applicable codes. Such operation and maintenance shall comply with the terms and provisions of this Agreement and the applicable regulations and standards of the TCJS. The Contractor shall further maintain the facility, adopt and establish safety plans and provide safety reports as follows:

(a) The facility shall be maintained in compliance with all applicable codes, including, but not limited to, the *National Fire Protection Life Safety Code 101*, the *National Electric Code*, *Uniform Plumbing Code*, *Uniform Mechanical Code*, local ordinances, and all applicable regulations and standards of the TCJS, relative to safety.

(b) The Contractor will establish an emergency fire plan and written procedures for the safe evacuation of inmates and staff. Each new inmate shall be briefed on evacuation procedures during admission. Written emergency fire exit plans shall be posted in all major meeting rooms, dining rooms, hallways,

and living areas.

(c) The Contractor shall complete an injury report as provided in the event that any injury to an inmate results in one (1) full day's loss of work or programmatic activity, and/or that results in medical treatment, provided that first aid treatment shall not be deemed medical treatment. The Contractor shall complete an injury report and shall forward it to the Sheriff's designated representative within 24 hours of the injury.

Section 3.12. Inmate Correspondence. The Contractor shall handle inmate correspondence in accordance with all applicable regulations and standards of the TCJS.

Section 3.13. Inmate Funds. The Contractor shall have written policies and procedures governing the operations of any fund established for the inmates. These funds shall be held by the Contractor and shall be controlled consistent with generally accepted accounting principles.

Section 3.14. Religious Services. The Contractor shall cause religious services to be conducted for inmates in accordance with all applicable regulations and standards of the TCJS. Participation in religious services shall be voluntary for all inmates.

Section 3.15. Security. The Contractor shall provide adequate security with respect to the inmates in accordance with all requirements of this Agreement and all applicable regulations and standards of the TCJS. As part of such security program, the Contractor will comply with the following census and reporting requirements:

(a) The Contractor will develop, implement and document a daily system for physically counting all inmates in the facility, assuring strict accountability for inmates and that at least one (1) inmate count occurs per shift.

(b) The Contractor will notify the Sheriff immediately whenever an inmate is involved in an escape, attempted escape, or conspiracy to escape from the facility.

Section 3.16. Programs. The Contractor shall provide programming to meet the needs of the inmate population as requested by the Sheriff. Programs may include but not be limited to educational, counseling, substance abuse education, and case management. The per diem rate set forth in Section 4.03 below, only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs on terms mutually agreed to by the parties. The

Contractor may, at no cost to the County and not inconsistent with the applicable regulations and standards of the TCJS and the purposes of this Agreement, provide special programs for the inmates, and permit or require selected inmates to participate in selected programs provided in other segments of the facility.

Section 3.17. Receiving and Discharging. The Contractor agrees to accept and release inmates only to authorized persons, in compliance with the following:

(a) The Contractor shall accept inmates presented by the Sheriff, only upon presentation by the officer of proper law enforcement credentials.

(b) The Contractor agrees to release inmates only to law enforcement officers of agencies authorized by the Sheriff or to a Deputy Sheriff. Those inmates who are remanded to custody by the Sheriff may only be released to the Sheriff, or an agent specified by the Sheriff.

(c) Inmates may not be released from the facility or placed in the custody of any federal, state or local official other than the Sheriff for any reason except for medical emergency situations, a court order, or authorization by the Sheriff.

Section 3.18. Disciplinary Procedures. The Contractor shall establish written "Disciplinary Procedures", to include the processing of violations and graduated sanctions that may be imposed. Each inmate shall be informed of the disciplinary procedures and provided with a copy of the same upon admission. The Contractor shall maintain a master file of all discipline reports and actions taken, and shall provide the Sheriff with a copy of each report in the event an inmate commits a violation.

Section 3.19. Grievance Procedures. The Contractor shall establish written grievance procedures, which procedures shall be provided to all inmates upon admission. At a minimum, the procedures shall utilize a two-step process and shall conform to the applicable regulations and standards of the TCJS. The Contractor shall maintain a master file of all grievances filed and the actions taken.

Section 3.20. Use of Force. The Contractor shall establish written procedures governing the use of force against inmates. These procedures shall conform to all of the applicable regulations and standards of the TCJS. The Contractor shall maintain a master file of all incidents that occur.

Section 3.21. Inspection and Technical Assistance. The Contractor agrees to periodic inspections of the facility by the Sheriff. Findings of the inspection will be shared with the Contractor in order to promote improvements to facility operations, conditions of confinement and service levels.

Section 3.22. Access to Books and Records. The Contractor agrees to maintain and make available for inspection, audit or reproduction by the County, the TCJS and/or their employees, attorneys, agents and/or independent auditors, all books, documents and other records pertaining to the services provided hereunder, and/or to the sums billed to the County by the Contractor. Such records shall be maintained by the Contractor for at least three (3) years following termination of this Agreement, and thereafter until any pending audit or litigation and all questions arising there from and involving this Agreement or such records has been finally resolved.

ARTICLE IV
COUNTY'S RIGHT TO HOUSE INMATES AND PAYMENT

Section 4.01. County's Right to House Inmates. The County may house up to four hundred fifty-six (456) County inmates in the facility at any time during the Term of this Agreement on a space available basis, and agrees to pay the per diem rate specified in Section 4.03 below for the housing and care of such inmates, and the detention services to be provided by the Contractor pursuant to this Agreement. The foregoing notwithstanding, the County shall only be required to pay for inmates actually housed at the facility. The term "County inmates" as used herein includes only inmates being held by the County, or sentenced by courts of the County, or being held in the County by reason of their residence in the County; it does not, however, include inmates coming from other counties, states or federal jurisdictions or agencies.

Section 4.02. Scheduling of Usage. The Contractor and the Sheriff shall develop a mutually agreeable schedule for the assignment of inmates to the facility during the Term of this Agreement, and any extensions thereof. The Sheriff may, at his discretion and subject to section 4.01 above, assign as many inmates to the facility on "an as needed basis", as he shall determine without special arrangement or notice, and the Contractor shall accept, house and provide services to such inmates pursuant to this Agreement.

Section 4.03. Per Diem Rate. The per diem rate for the actual housing and care of County inmates on "an as needed basis" and related detention and transportation services specified in this Agreement is Thirty-six and 25/100 dollars ($36.25) per inmate per day. A portion of any day shall count as an inmate day under this Agreement; however, the County shall be billed for the day of arrival, but not for the day of departure for any inmate. If the County elects to house inmates from other counties, states or federal jurisdictions or agencies ("non-county inmates"), then the per diem rate for such non-county inmates shall be the greater of the foregoing per diem rate of $36.25 or ninety-eight percent (98%) of the actual per diem fee allowed and paid to the County by such other counties, states or federal jurisdictions or agencies for the housing and care of such non-county inmates. In the event that the County chooses to

house any non-county inmates in the facility, the County shall be solely responsible for billing and collecting from such counties, states or federal jurisdictions or agencies, and the Contractor shall be entitled to bill the County and be paid for the housing and care of such non-county inmates in accordance with the procedures set forth in Section 4.04 below. If the Contractor is required to transport any such non-county inmates, then in addition to the fee for housing and caring for such non-county inmates as set forth above, the County shall pay to LCS, the same amount of transportation fees that the County is permitted to bill and collect from the counties, states or federal agencies responsible for those prisoners, if any.

Section 4.04. **Billing Procedure.** The Contractor shall submit an itemized invoice for the services provided hereunder (together with an invoice for any reimbursable medical expenses as set forth in Section 3.08(h) above) each month to the County, in arrears. Invoices will be submitted to the SHERIFF of the County designated to receive the same on behalf of the County. The County shall make payments to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be made payable to "*LCS - Hidalgo, LLC.*" and shall be delivered to the Contractor at the address set forth in section 6.04 below.

Amounts that are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable to the County. The County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorneys fees and costs incurred in collection of amounts due under this Agreement.

Section 4.05. **Regulation of Maximum Occupancy.** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will raise the population of the facility above the permissible number of inmates allowed by law, or will create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates at the facility. At any time that the Contractor determines that a condition exists at the facility necessitating the removal of any of the inmates, or any specified number thereof, the Contractor shall following at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate, to the County or to the TDCJ-ID.

Section 4.06. **Inmate Eligibility.** The only inmates eligible for incarceration in the facility pursuant to this Agreement are adult male inmates that are classified in accordance with the custody level of the facility in accordance with the applicable regulations and standards of the TCJS and meeting the classification requirements for the facility beds as described in the

TCJS Manual, Chapter 271, "Objective Jail Classification Manual."

All inmates proposed by the County to be transferred to the facility under this Agreement must meet the eligibility requirements set forth above. Inmates shall not (1) have a history of escape or attempted escape from custody; (2) be in need of psychiatric care or have a history of mental illness; and (3) shall not require chronic health care (to include but not limited to those inmates known by the County to have an unstable cardiac condition, those requiring renal dialysis, those known to have an infectious disease, those known to be HIV positive or diagnosed as having Acquired Immune Deficiency Syndrome (AIDS), those known to have unresolved orthopedic problems and those known to be unstable diabetics).

Prior to the Contractor receiving inmates for transportation the facility, the County shall furnish the following: (1) complete information and documentation relating to the inmate's case history; (2) all of the inmate's records concerning classification, including conduct records; (3) medical and clinical records, including certification of tuberculosis screening or treatment; and (4) any information necessary to advise the Contractor in regard to any special medication, diet or special exercise regimen requirements applicable to each prospective inmate.

Section 4.07. Continuing Reservation Regarding Inmates. The Contractor reserves the right for its designated representative to review the background of all inmates sought to be transferred to the facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor. The Contractor reserves the right to refuse, for good cause, acceptance of any inmate. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to the Contractor makes that inmate unacceptable for continued incarceration in the facility in the opinion of the Contractor, the Contractor shall following at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate, to the County or to the TDCJ-ID. Inmates may also be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

Section 4.08. Inmate Sentences. The Contractor shall not be in charge of, or responsible for, the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff.

However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contractor to transport and return inmates to the County shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts the responsibility for the calculations and determinations set forth above and for giving the Contractor notice of the same, and shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork and arrangements for inmates to be transferred to the TDCJ-ID.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

Section 5.01. Indemnification. The Contractor hereby agrees to indemnify and hold the County and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the County, its agents, officers or employees, arising from any and all acts done or omitted to be done by the Contractor, or the employees, agents, subcontractors or assigns, in connection with the operation of the facility or the provision of services by the Contractor pursuant to this Agreement, and from any and all claims or causes of action that may be brought by any third party by reason of or pursuant to this Agreement; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppels for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the Contractor or the County.

Section 5.02. Contractor to Provide Defense. In case any action or proceeding is brought against the County regarding any claim or matter referenced in the foregoing section, the County shall provide immediate notice to the Contractor and the Contractor shall defend against such action by counsel reasonably satisfactory to the County, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of the County or its respective agents, employees, or licensees contributed in part to the loss or damage indemnified against. The County shall have the right to utilize separate counsel to participate in the investigation and defense of any such claims, the fees and expenses of such counsel shall be paid by the County unless the employment of such counsel has been previously authorized in writing by the Contractor.

Section 5.03. Waiver and Releases. Neither the Contractor nor the County shall waive, release, or otherwise forfeit any possible defense that the Contractor or the County may have regarding any claim arising from or made in connection with the operation of the facility by the Contractor, without the written

consent of the other party to this Agreement; provided that the Contractor shall have authority to compromise and settle any claim for monetary consideration only, for which the Contractor is indemnifying the County. The County and the Contractor shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the County may have regarding litigation, losses, and costs resulting from claims or litigation pending at the time this Agreement becomes effective or arising thereafter from occurrences prior to the effective date of this Agreement.

Section 5.05. Insurance. The Contractor shall secure and maintain in effect, or shall cause to be secured and maintained, an insurance policy or policies providing (i) coverage against all claims arising from services performed under this Agreement; and (ii) coverage to protect the County from actions by third parties against the Contractor as a result of this Agreement. The insurance policy, or policies, required by this section shall be for not less than any limits of liability specified herein, or required by law, whichever is greater, and shall include coverage for liabilities assumed by this Agreement, as applicable to the obligations of the Contractor hereunder. The County shall be named as an additional insured on each such insurance policy.

Section 5.06. Additional Insurance. The Contractor shall continuously maintain such accident, general liability, worker's compensation, and automobile insurance, as required by law, to include protecting the Contractor, its officers, employees, and agents from and against any and all liability caused by or arising out of any aspect of the operation of the facility and the furnishing of services pursuant to this Agreement, including the payment of damages and attorney's fees. The Contractor shall provide proof of insurance coverage to the County upon request.

Section 5.07. Coverage Amounts. The general liability and automotive insurance and coverage shall be maintained in an amount that is not less than $1,000,000 per occurrence and $2,000,000 general aggregate. The Contractor shall further maintain statutory worker's compensation insurance in not less than the statutory amounts.

ARTICLE VI.
GENERAL PROVISIONS

Section 6.01. County Liability. To the extent permitted by applicable law, the County shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the County performance or nonperformance of the services and duties herein stated in regard to duties herein assigned to the County, and specifically excluding the actual transportation or incarceration of inmates by the Contractor.

The County retains full liability for each inmate until that inmate has been received by the Contractor at the County's facility for transportation, holding and incarceration by the Contractor, and again after the Contractor has returned and delivered the inmate back to the County.

Section 6.02. **Contractor Liability**. The Contractor shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the Contractor's performance or nonperformance of the services and duties herein stated, in regard to the actual transportation, holding and incarceration of inmates by the Contractor.

Section 6.03. **Binding Agreement**. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives in accordance with and subject to all the terms and conditions hereof.

Section 6.04. **Notices.** All notices, demands, payments and other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To the Contractor: ***LCS - HIDALGO, LLC.***

147 Easy Street
Lafayette, LA 70506

with a copy to: ***GOTTLIEB & GOTTLIEB, P.A.***
2475 Enterprise Road, Ste. 100
Clearwater, FL 33763

To the County: ***HIDALGO COUNTY, TEXAS***
Attention: Judge José Eloy Pulido
Hidalgo County Administration Building
100 East Cano, 2nd Floor
Edinburg, Texas 78539

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

Section 6.06. **Amendment**. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by Commissioners Court of the County.

Section 6.07. **Prior Agreements.** Except as expressly provided in this Section, this agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to any such matter shall be effective. The preceding sentence to the contrary notwithstanding, the provisions of County's Request for Proposals Issued January 07, 2002, (Proposal No. 2002-024-01-23) (the "Proposal") consisting of 160 consecutively numbered pages (save and except pages 147-160, inclusive) and Contractor's response dated January 18, 2002 (the "Response") are incorporated herein by reference. Unless expressly indicated to the contrary in this Agreement, and in the event of a conflict between or among this Agreement and the Proposal and Response, the terms and conditions of the Proposal shall govern. The representations and warranties of the Contractor as contained in the Response are hereby reaffirmed by the Contractor as of the date of this Agreement.

Section 6.08. **Funding Sources.** The County represents that it has current funds available sufficient to meet its obligations pursuant to this Agreement through the remainder of this fiscal year, and the signature of the County's Auditor below certifies that there are sufficient funds from current revenues available to the County to meet its obligations under this Agreement.

Section 6.09. **Non-Appropriation of Funds.** Notwithstanding anything contained in this Agreement to the contrary, all the financial obligations of the County pursuant to this Agreement are subject to appropriations, and, in the event no funds or insufficient funds are appropriated or budgeted therefore, or that current funds are otherwise unavailable in any fiscal period for the payment of the per diem fees, expenses, defenses and amounts due to be paid by the County to the Contractor pursuant to this Agreement, the County will immediately notify the Contractor or its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to the portions of the payments and funds herein agreed upon for which funds shall have been so appropriated or budgeted or are otherwise lawfully available. The County further agrees that, after giving notice of such termination, the County shall withdraw all inmates from the facility on the last day for which sufficient funds are available to the County to pay the per diem amounts and fees due to the Contractor pursuant to this Agreement. Notwithstanding the foregoing, and to the extent permitted by law, the County agrees that it will not cancel this Agreement under the provisions of this Section for any fiscal year in which funds are appropriated to it, or by it, for the intended purpose of paying the per diem fees and amounts due to be paid by the County pursuant to this Agreement.

Section 6.10. Assignment. The Contractor may assign the revenues and payments payable by the County pursuant to this Agreement. The Contractor may assign its rights, title and interest in and to this Agreement and any documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement. Any such assignees shall have all of the rights of the Contractor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the successors and assigns of the parties hereto. The County covenants and agrees not to assert against the assignees any claims or defenses by way of abatement, set-off, counterclaim, recoupment or the like which the County may have against the Contractor. Upon assignment of the Contractor's interests herein, the Contractor will cause written notice of such assignment to be sent to the County which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.

Section 6.11. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

Section 6.12. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Hidalgo County, Texas.

Section 6.13. Severability. In the event any one or more of the sections, provisions or clauses contained herein 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 of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Section 6.14. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives on this the 29 day of January 2002.

LCS - HIDALGO, LLC.

By: _____
PATRICK L. LEBLANC, PRESIDENT
LCS Corrections Services, Inc.
the sole managing member.

WITNESSES:

_____
_____
[Dianne Roger]

[Katherine Blackburn]

HIDALGO COUNTY, TEXAS

By: _____
JOSE ELOY PULIDO
Hidalgo County Judge

Date:

ATTEST:

_____
JUAN D. SALINAS,
Hidalgo County Clerk

Date: 1/31/02

_____
ANTONIO SANDOVAL,
Hidalgo County Auditor

Date:

APPROVED:

_____
ENRIQUE (HENRY) ESCALON,
Hidalgo County Sheriff

Date:

AI-31174 **7. B.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Precinct 3:
Requesting approval & authority to execute a 12-month security monitoring agreement with Safehouse Security Systems for the Precinct #3 Penitas Landfill for requisition #208477 in the amount of $20 per month, effective upon approval; (2-1100-432-00-123-001-0-413).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-123-001-0-413

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

BUDGETARY IMPACT:

Available funds in Requisition #00208477 as of 3/1/12 are $240.00.

Attachments

Requisition #208477

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:27 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:49 PM
Perla Lopez	Perla Lopez	03/09/2012 02:52 PM
Auditor's Office	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Blanca Mayorga Started On: 02/22/2012 03:03 PM

Final Approval Date: 03/09/2012

Requisition

Req # 00208477

PO #

Date: 01/05/12

Bill To: x
x

Vendor : 177725
SAFEHOUSE SECURITY SYSTEMS, INC.
P.O. BOX 4452
MCALLEN TX 78502-4452

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact: GEORGE
956-585-4509

Contract No:

Special Instructions:
R 2025

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ALARM MONITORING		
		FOR PENITAS LANDFILL DO NOT DUPLICATE ORDER		
12.00	MONTH	ALARM MONITORING SERVICE 01-01-12/12-31-12	20.00	240.00
		Account No	Encumbrance	
		2-1100-432-00-123-001-0-413	240.00	
			Freight	.00
			Total	240.00
		APPROVED BY GEORGE OCANA		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

THIS CONTRACT is made and entered into this **13TH Day of March, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Safehouse Security Systems** (“Company").

WHEREAS, Company responded to a quote ~~advertised~~ ~~notices~~ for ~~bids for~~ **“Security Monitoring Services for Hidalgo County Precinct No. 3”,** as more particularly described in Exhibit “A”(the "Services"); and

WHEREAS, Company submitted a (quote) ~~bid~~ to provide services. in accordance with the specifications of quote, a copy of such specifications and quote being attached hereto as Exhibits "A" and "B" (“quote ”) respectively, and incorporated herein;~~ and~~

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services. in accordance with Specifications, Precinct No. 3 Commissioner has accepted the quote and recommended award of quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct № 3**. This Contract does not extend to any third parties any duties or benefits conferred in any

DRAFT

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 quote "Specifications" within **Hidalgo County Precinct № 3** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 01, 2012** and ending on **April 02, 2013.** ~~Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.~~

4. As a condition of this Contract, Company 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 and equipment required 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 and equipment

DRAFT

and shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles and equipment 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

DRAFT

without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**Safehouse Security Systems** **Attn:** **5017 South McColl** **Edinburg, Texas 78539**

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.

DRAFT

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.

18. 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).

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

DRAFT

AI-31274 **7. C.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Fire Marshal:
Requesting authority to enter into a (12) Month TCLEDDS Membership Software License with the "The Productivity Center" for the Fire Marshal to access TCLEOSE for the total amount of $295.00/year thru requisition # 210844, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-422-10-300-001-0-342

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

BUDGETARY IMPACT:
Req#210844 $295.00 available 03/08/12.

Attachments

Requisition #210844
Agreement/License

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:45 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:57 PM
Roland Garcia	Rolando Garcia	03/08/2012 10:37 AM
Auditor's Office	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Blanca Mayorga Started On: 02/29/2012 01:13 PM

Final Approval Date: 03/09/2012

Requisition

Req # 00210844

PO #

Date: 02/07/12

Consent # 31274 3/13/12

Bill To: x
x

Vendor: 258598

THE PRODUCTIVITY CENTER, INC.
10850 RICHMOND AVE., SUITE 285
HOUSTON TX 77042
FAX (713)939-9099

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	PKG	TCLEEDS Membership Software License for TCLEOSE reporting. (Package of 3 Licenses @ $295)	295.00	295.00
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-342	295.00	
			Freight	.00
			Total	295.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Form D

INVOICE/PURCHASE ORDER INFORMATION

AGENCY/DEPARTMENT

Agency Name: **HIDALGO CO. FIRE MARSHAL**

BEFORE ACCESS TO THE TCLEDDS SYSTEM IS ACTIVATED,
ALL INFORMATION SHOULD BE COMPLETED AND RETURNED TO PRODUCTIVITY CENTER, INC.
***The annual license becomes affective once an Agency has received User IDs and Passwords.**

VENDOR NAME: Productivity Center, Inc.

VENDOR ADDRESS: 10850 Richmond Ave., Suite 285, Houston, Texas 77042

QISV CATALOG ID: VID #: 1-76-039-5455-700 **VENDOR ID:** 1760395455700

VENDOR NUMBER: 64016 **DESIGNATION CODE:** WO

TEXAS VENDOR CATALOG PAGE NUMBER FOR TCLEDDS SOFTWARE LICENSE: Page 19

Billing Information:

Contact Name Hidalgo County Fire marshal's office Attn: Accounts Payable

Address 1615 South Closner Ste. 11 Edinburg, TX 78539

Telephone # (956) 318-2656 E-Mail Address juan.martinez@co.hidalgo.tx.us

Fax # (956) 318-2697

Commodity Class # **920-47** Category **C** # of User ID's **3** Price* **$295.00**

Additional User ID Packs:

Commodity Class # **920-47** # of Addl. User ID's _____ **(see pricing below)** Price _____

Additional License Fees	
Agreement Trainer	$120 each (must have a TCLEOSE agreement)
Extra Dept. License	$35 each
Extra Statewide License	$60 each

The additional licenses become part of the yearly renewal price.

TOTAL BILLING AMOUNT: _____

*Fee is dependent upon category size established by TCLEOSE for your entity (agency, academy, etc.)

FORM OF PAYMENT:

_____ Check/Money Order

_____ Credit Card Please circle: Master Card / Visa / Amex Card Number _____ Exp. Date: _____

Name as it appears on Credit Card: _____

C.C. Billing Address _____ City _____ State _____ Zip _____

Signature of Cardholder: _____

✓ Purchase Order

P.O. Number: _____ (Attach Copy)

✓ Tax Exempt (Check if appropriate)

Tax Exempt Number: _____

Productivity Center, Inc. • 10850 Richmond Ave., Suite 285 • Houston, TX 77042
(Voice) 800-975-0599 • (Fax) 713-939-9099 • (Email) TCLEDDS@prodctr.com • www.prodctr.com

Form A

APPLICATION / LICENSE AGREEMENT

Agency/Department

A License Agreement is required for all Agencies/Academies using the TCLEDDS system. The term is for one year. These are the two access levels available with your license agreement:

1. **Statewide Access** - One user ID per agency
   (This allows access to all officer information in the State of Texas and your own department officers.) Access to F5-R request as well as the ability to submit all forms
2. **Department Access – See form C for number of users**
   (This Access shows all of the officer information for your agency. You may also submit C1's, L1's, T1's, F5's, F7's, training rosters and PID search capability)

CONTACT PERSON: Juan Martinez

AGENCY NAME: HIDALGO CO. FIRE MARSHAL

PHONE NUMBER: (956) 318-2656

FAX NUMBER: (956) 318-2697

ADDRESS: 1615 South Closner Ste. H Edinburg, TX 78539

EMAIL ADDRESS: juan.martinez@co.hidalgo.tx.us

IF DIFFERENT FROM ABOVE:

NAME OF PERSON RESPONSIBLE FOR DISTRIBUTING TCLEDDS LICENSES:

PHONE NUMBER: 956.318.2656

FAX NUMBER: 956.318.2697

E-MAIL ADDRESS: juan.martinez@co.hidalgo.tx.us

INTERNET ADDRESS: www.co.hidalgo.tx.us

LAST 4 DIGITS OF SOCIAL SECURITY: 5505

ACKNOWLEDGMENT

I understand and agree that TCLEDDS is a protected, copyrighted, trademarked software product developed by Productivity Center, Inc. (PC, Inc.). The TCLEDDS system is to be used by only individuals in agencies approved by The Commission on Law Enforcement to track the training, testing, certifications, and history of individuals and/or departments involved with Law Enforcement. I also understand and agree that this TCLEDDS License and the 'right to use' is provided to me only through this License Agreement as a result of a annual license purchase. I will not use this system for purposes other than intended by the Texas Commission on Law Enforcement. I agree that all the information provided herein is true and accurate-.

SIGNATURE OF PERSON RESPONSIBLE FOR DISTRIBUTING TCLEDDS LICENSES:

Date: 2/29/12

All information obtained from this page will be used to effectively identify your agency and verify your request to obtain access to the TCLEDDS program. All applications are subject to review and approval by The Texas Commission on Law Enforcement. You will be notified once PC, Inc receives all paperwork, filled out correctly.

Productivity Center, Inc. • 10850 Richmond Ave., Suite 285 • Houston, TX 77042
(Voice) 800-975-0599 • (Fax) 713-939-9099 • (Email) TCLEDDS@prodctr.com • www.prodctr.com

Form C

USER VERIFICATION

TCLEDDS

Agency Name: **HIDALGO CO. FIRE MARSHAL**

Authorized Administrator,

You will receive **1 (one) Statewide user ID** and **2** Department user ID. Additional user ID packs are available (for fees noted on Invoice/Purchase page). Each user must have a signature on file in order to receive a user ID to access the TCLEDDS system

Statewide User ID

The Statewide user ID allows access to all officer information within your department and the ability to search for all officers in the state of Texas. The Statewide ID is the only ID that has access to the F5-R's, as well as all forms listed under Department users. By signing, he/she is stating that he/she has read and agree to the terms and conditions stated in the **Non-Disclosure Agreement (Form B)**.

Statewide Authorization Name	Signature	Last 4 of SSN	D.O.B.
1. Juan G. Martinez		5505	10/27/1976

Department User ID

This Access shows all of the officer information for that department, the ability to send C1's, L1's, T1's, F5's, F7's, training rosters and PID search capability. By signing, each officer is stating that they have read and agree to the terms and conditions stated in the **Non-Disclosure Agreement (Form B)**.

Name (Print)	Signature	Last 4 SSN	DOB
1. Juan G. Martinez		5505	10/27/1976
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Productivity Center, Inc. • 10850 Richmond Ave., Suite 285 • Houston, TX 77042
(Voice) 800-975-0599 • (Fax) 713-939-9099 • (Email) TCLEDDS@prodctr.com • www.prodctr.com

Form B

Confidentiality & Non-Disclosure Agreement

(ALL TCLEDDS ADMINISTRATORS MUST FILL OUT THIS AGREEMENT)

Name: Juan G. Martinez SS NO: Last 4 5505

Dept.: Hidalgo County Fire Marshal's office Position: Fire Marshal

Agency/Academy/School Name: Hidalgo County Fire Marshal's office TCLEOSE # 215302

For and in Consideration of the mutual benefits to be derived from operation of the TCLEDDS System, I hereby agree to the following:

1. **Proprietary Interest/Copyright Protection.** I understand that the TCLEDDS System has been devised by Productivity Center, Inc. ("PC"). The ownership and proprietary interest in same is governed by the agreement between those entities regarding its development. I acknowledge that neither me nor my employer have a proprietary interest in TCLEDDS and that it has been developed as a proprietary program, application, or trade secret, and that the trademark, patent, and/or copyright of same belongs to the owner thereof. I agree to hold and use TCLEDDS and the information obtained thereby in strictest confidence and will not divulge, nor permit myself or others under my supervision to divulge any data, design, or information with respect to TCLEDDS or the programs and technology embodied therein or other information relating thereto to any individuals or consultants not approved by The Commission to access this system. Any trademarked, patented, or copyrighted materials including but not limited to, commercial computer software that may be made available during the course of using TCLEDDS is protected by copyright laws and is NOT to be copied or reproduced in any manner of form without prior written permission from the trademark, patent, or copyright owner.

2. **Non-Disclosure.** Any information I receive concerning any TCLEDDS data, person, system, or asset of The Commission or the TCLEDDS System is of value to the State of Texas, and is considered confidential or sensitive. I will not disclose any data or information to any other individual or entity unless such release of information is directly related to the performance of my law enforcement duties/responsibilities. I agree that both during and after my use of the TCLEDDS System, I will keep confidential all information and material provided to me by The Commission (excepting only such information as is already known to the public) and not to release, use, or disclose any such information without the prior written permission of The Commission. I will not show or give Database Code, Design and/or Data to any person/consultant or company not on the approved TCLEDDS user list for the State of Texas.

3. **Non-Compete.** I agree not to copy, use, remove, transfer and/or disclose to any software consultant and/or software company any part of the TCLEDDS application.

4. **Security.** With respect to the TCLEDDS System and all related information and materials, I agree not to provide or otherwise make available any licensed program or optional material, including but not limited to database data and/or images, flow charts, logic diagrams and source code, in any form, to any unauthorized person without prior written permission of Productivity Center, Inc. I will abide by all written conditions and restrictions imposed by the TCLEDDS Network Manager, and I will NOT attempt to circumvent the computer security system by using or attempting to use any transaction, software, files or resources I am not authorized to use.

5. **Passwords.** Computer system password(s) I receive or devise are confidential. I will not disclose to any unauthorized person or entity any password(s) or post them where they may be viewed by unauthorized persons. Use of a password(s) not issued specifically to me is expressly prohibited. I am responsible for any computer transactions performed as a result of access that is authorized by use of my password and approved user ID.

6. **Other Applications.** I agree that all of the foregoing TCLEDDS applications shall be subject of the confidentiality, non-use, and non-disclosure requirements hereof. I acknowledge that performance of this contract may result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, and ideas, and I agree that the same shall be solely and exclusively to Productivity Center, Inc. without regard to the origin thereof, and that I will not, other than in the performance of this contract, make use of or disclose the same to anyone.

7. **Return of Property.** Upon termination of my access to the TCLEDDS System for any reason, Productivity Center, Inc. shall have the right immediately to obtain access to and possession of all its properties, including but not limited to, current copies of all programs and necessary documentation, all files, intermediate materials, and supplies held by me.

8. **Breach.** I understand that any breach of the computer non-disclosure and security restrictions contained herein may result in immediate termination of access to the TCLEDDS System. Further, because any such breach will cause irreparable harm to The Commission and will cause damages that are incapable of calculation, difficult to ascertain with any certainty, and unknown at this time, I agree that any such breach or threatened breach will subject me to the following (in addition to any and all other legal remedies to which The Commission may be entitled):

   a) Injunction. The obtaining by The Commission of an injunction restraining me from breaching this agreement, which I agree may be obtained without showing or proving any actual damage sustained by The Commission; and/or

   b) Criminal. Prosecution for violation of law under "Breach of Computer Security" or "Harmful Access" as defined in V.T.C.A. **Texas Penal Code**, Chapter 33, Sections 33.02 and 33.03.

1. **Monitoring.** I understand that all access, logons, and entries on the TCLEDDS System are subject to review by the Texas Commission on Law Enforcement and Productivity Center, Inc. and that Productivity Center, Inc. will periodically and randomly monitor any such entries, including E-mail, to assure compliance with the provisions hereof. I understand that if my site uses a server to distribute TCLEDDS to its users, my site will be expected to provide and/or make available complete reports of log-in and log-on names of all TCLEDDS users at my site or for my units.

2. **Miscellaneous.**
   a) Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

   b) Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the County of Travis.

   c) Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

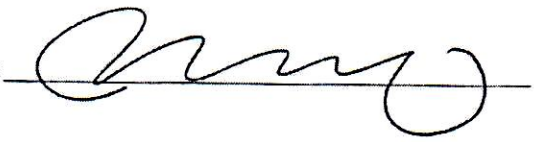
   d) Headings. The heading used therein are for convenience of reference only and shall not constitute a part hereof or effect the construction or interpretation hereof.

   e) Waiver. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver therof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of an other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

   f) Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

I have read and understood the above information. I will comply with all policies, standards, and procedures adopted to safeguard information and associated resources. Further, if I become aware of violations of any of these policies, standards, or procedures, I will report them to my supervisor and the Texas Commission on Law Enforcement Network Manager.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date first above written.

Signature of TCLEDDS Administrator: 

Date: 2/28 2/29/12

AI-31284 **7. D.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Health & Human Services Department-Mission Clinic:
Requesting authority to purchase/upgrade the fire alarm system and approval to execute required equipment purchase agreement through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded vendor Superior Alarms contract #325-09 for the Health & Human Services Department-Mission Clinic in the total of $429.46 for the following location;

Requisition	Location	Amount
211743	211 S. Schuerbach Rd. Mission, TX	$429.46

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-441-00-340-003-0-431

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Amount available for requisition# 211743 as of 3-9-12 $429.46 for Superior Alarms.

Attachments

Superior Alarms-Health Department SOW

Superior Alarms-Health Equipment Purchase Agreement

Superior Alarms-Health Department Requisition

Superior Alarms Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/09/2012 10:10 AM
Budget & Management	Erika Zamora	03/09/2012 10:30 AM
Manuel Chapa	Manuel Chapa	03/09/2012 03:45 PM
Auditor's Office	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Matilde Faz Started On: 02/29/2012 02:27 PM

Final Approval Date: 03/09/2012

Req# 211743

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

February 8, 2012

Hidalgo County Health Department

1304 South 25th Street
Edinburg, TX. 78539
(956) 318-2511

Scope of work: Fire Alarm & Burglary System monitoring for the Mission Clinic at 211 S. Schuerbach Rd. Mission, TX.

***Fire alarm system needs a commercial fire UL listed Dialer**

QTY	PART #	CATALOG	DESCRIPTION	LIST PRICE	BUYBOARD 30% DISCOUNT
1	9068	BOSCH	DIALER	$ 226.00	$ 158.20
1	12V-BATT	DSX	BATTERY	$ 35.00	$ 24.50
1	CAT-5	NOT ON CATALOG	CABLE	$ 21.76	$ 21.76
				EQUIPMENT TOTAL:	$ 204.46
				LABOR (RATE @ $75):	$ 225.00
				GRAND TOTAL:	$ 429.46

Texas BuyBoard Catalog 325-09

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

Accepted by: _____ Date _____

Respectfully,
Flor Salazar
Security Consultant

EQUIPMENT PURCHASE AGREEMENT (COMMERCIAL)

SUPERIOR ALARMS
600 Ash Avenue • McAllen, Texas 78501
(956) 682-6005 • 1-800-580-6001 • FAX 213-1179

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter called "this Agreement") is entered into this 27th day of Feb., 20 12, by and between **ALAN YODER ENTERPRISES, INC., d/b/a SUPERIOR ALARMS**, a Texas corporation, whose mailing address is 600 Ash Avenue, McAllen, Texas 78501, telephone (956) 682-6005, fax (956) 213-1179 (hereinafter called "Company") and Hidalgo Co. Health Dept. whose mailing address is 1304 S. 25th St. Edinburg telephone ( ) 318-2511, fax ( ) For: 211 S. Schuerbach Rd. Mission, TX (hereinafter called "Subscriber").

I. Sales and Installation Agreement

A. Subject to the terms and conditions herein set forth, Company agrees to sell the equipment (hereinafter called the "System") specified on the attached Rider and to install and make operational the System at the location (hereinafter called the "Premises") likewise set forth on the attached Rider. In consideration of such, Subscriber agrees to pay Company at its address set forth in the introductory Paragraph of this Agreement or such other address as Company may indicate on the attached Rider the sum of $ 204 **AND** 46 **/100 ($) DOLLARS** as follows: (a) $ _____ upon execution of this Agreement, (b) $ _____ upon substantial completion of pre-wiring and any other necessary pre- installation construction; and (c) $ 204.46 upon substantial completion of the installation of the System or as otherwise provided on the attached Rider. Subscriber, however, understands that if, upon scrutiny of the Premises after Subscriber's execution of this Agreement, Company or one of its authorized contractors determines that the Premises are not suitable for the exact System described in the attached Rider, Company will install and make the System operational using alternative technology at such additional cost as agreed by Company and Subscriber following the inspection. In the event that Subscriber does not desire to utilize such alternative technology or to pay any additional cost, then this Agreement shall terminate as of the date of such decision, neither party shall owe to the other any further duty or obligation under this Agreement; and Subscriber shall be entitled to receive promptly a refund of any amounts previously paid hereunder.

B. In order that Company may perform the installation set forth herein, Subscriber shall provide Company with unrestricted access to the Premises at all reasonable times and permit the installation, repair, service and/or maintenance of the System in accordance with the attached Rider and Company's standard practices. Subscriber will also provide adequate space, lighting and electrical power for the installation and activation of the System. Company will install the System in substantial compliance with all applicable building codes and other applicable governmental requirements; and except as may be changed or altered pursuant to Paragraph A afore, in accordance with the attached Rider and any details and instructions specified therein.

C. Subject to the terms and conditions herein set forth, Company agrees to install the System within the time indicated on the attached Rider or if no time is set forth, within ten (10) days after this Agreement becomes effective, subject to delays caused by strikes, unavailability of materials, labor shortages, delays in receipt of materials, acts of God, fire, accidents, boycotts, storm or inclement weather, force majeure and other causes beyond Company's control. If Company fails to complete the installation of the System within the applicable time limit (unless such failure results from force majeure or other caused beyond Company's control), Subscriber (as his sole remedy) may either terminate this Agreement by giving Company notice of such decision within five (5) days after the expiration of the applicable time limit, in which event Subscriber shall be entitled to receive promptly a refund of any amount previously paid hereunder and neither party shall owe to the other any further duty or obligation hereunder, or waive such failure and continue this Agreement, but with no change in Subscribers obligations under this Agreement and with no reduction in the purchase price for the System. Subscriber's failure to give timely notice of cancellation as provided in the just preceding sentence shall be deemed an election to continue this Agreement. If Subscriber is responsible for any substantial delay in installing the System, Company may, at its sole discretion, increase the purchase price for the System by ten (10%) percent per delay, as liquidated damages and not a penalty, or terminate this Agreement pursuant to Section V hereof.

D. Company shall have a security interest in the System sold hereunder until it is fully paid; and Subscriber agrees to perform all acts which may be necessary to perfect Company's security interest in the System. Should Subscriber default in any payment for the System, Subscriber authorizes and empowers Company to remove the System (to the extent allowed by law) from the Premises, to disconnect the System or to render the System incapable of communicating with any monitoring facilities by direct or remote programming or through any other means, and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code-Secured Transaction; and the exercise of such rights shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default or any other legal remedies or rights. Furthermore and unless otherwise required by law, Company shall be in no way obligated to repair, restore or redecorate the Premises in the event the System is removed pursuant to this Agreement; and Subscriber hereby releases Company for all such foregoing expenses, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the System shall pass to Subscriber upon delivery to the Premises, whether installed or not. Subscriber agrees that the System, upon installation, shall remain personal property; and in no event shall the System be deemed to be realty, whether affixed to Premises or not.

II. Subscribers Use of System

A. Subscriber shall follow all of Company's instructions regarding the maintenance and use of the System; and Subscriber will not allow or permit alteration of the System except in a manner approved in writing by Company. Subscriber shall test the System for proper operation at least once a month.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to the System. Unless otherwise provided in the attached Rider, Subscriber shall also reimburse Company for any building permits and other fees Company is required to pay under local or other governmental ordinances or laws in order to install the System at the Premises.

C. If Company reasonably determines that the System is generating an excessive number of false alarms or signals which may adversely affect the monitoring facilities or subject Company to liability under a contract with a monitoring facility, Company may, after notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or signals, if such excessive generation continues.

III. LIMITED WARRANTY OF COMPANY ON SYSTEM:

Company shall not have any liability to Subscriber or to anyone claiming through Subscriber whatsoever with respect to the System except under the Limited Warranty, as follows:

Company ("Warrantor") warrants to the Subscriber ("You") the System to be free from defects in materials and workmanship for one year from date of the original installation under normal use and service. Warrantor's obligation is limited to repairing or replacing, with reconditioned parts, at its option, free of charge for parts and labor, any component of the System proven to be defective in materials or workmanship under normal use and service. This Limited Warranty, however, is not transferable and obligations under it terminate if the System is resold by You. This Limited Warranty does not cover defects caused by: physical abuse to, or misuse of, the System or operation thereof in a manner contrary the accompanying instructions.

Should it appear that a defect in material or workmanship in the System exist, You should outline all pertinent detail in a written notice and deliver the notice to Company at the address of Company indicated in the introductory paragraph of this Agreement. Following receipts of the notice a representative of Company will make an inspection of the System; and if a defect in material or workmanship exist in the System, remedial correction action will be scheduled (and taken) within ten (10) calendar days after your notice.

THERE ARE NO EXPRESSED WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES MADE BY WARRANTOR TO YOU IN CONNECTION WITH THE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO CASE SHALL WARRANTOR BE LIABLE TO YOU OR TO ANYONE CLAIMING THROUGH YOU FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY WARRANTOR'S OWN NEGLIGENCE OR FAULT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty replaces any and all previous warranties, and is the only warranty made by Warrantor on the System.

IV. Limitation of Liability

A. Subscriber understands that local governments or other governmental entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE SYSTEM ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto.

B. EVEN IF THE SYSTEM OF SUBSCRIBER IS TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT THE SYSTEM WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE SYSTEM COMMUNICATES AN EMERGENCY SIGNAL TO MONITORING FACILITY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

C. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the System and its operation, except to the extent specified in Section III afore. Subscriber acknowledges and agrees that Company is not an insurer and that the purchase price for the System is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SYSTEM WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGES, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM

THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT EXCEED $1,000.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

D. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, including, but not limited to installation, service, maintenance or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

(1) the uncertain amount of value of Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System is designed to detect or avert;
(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by a monitoring facility or an audible device sounding;
(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by the failure of the System; and
(4) the nature of the service to be performed by Company.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED $1,000.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES .

E. In the event any third party (including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party), makes any claim or commences any action against Company related in any manner to this Agreement or the System regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph C and D of this Section.

F. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS,. EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGEMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

_____

_____

V. Customer Default; Company's Remedies:

A. Subscriber will be in default and breach of this Agreement if Subscriber fails to pay to Company any fees, charges or other amounts as and when due; or Subscriber fails to perform any of Subscriber's other obligations under this Agreement and Subscriber's failure to perform continues for three calendar days after Company gives Subscriber notice.

B. If Subscriber is in default or breach of this Agreement, in addition to any other remedies provided herein or by law, Company may do any or all of the following without releasing Subscriber:

(1) by notice to Subscriber, terminate this Agreement;
(2) by notice to Subscriber, declare immediately due and payable all consideration to be paid by Subscriber under this Agreement.

All remedies provided for herein are deemed to be cumulative. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

VI. Contract For Monitoring Service

Subscriber understands that Company does not provide monitoring of emergency signals emanating from the System and if that service is desired by Subscriber, Subscriber is responsible for contracting with a monitoring facility. Superior Central Station, Inc. provides monitoring service to most of Company's customers; but Subscriber is not required to utilize that entity. Which ever monitoring service Subscriber chooses, if any, the alarm monitoring service agreement with that entity will prescribe the terms and conditions under which the System will be monitored; and Company has no responsibility for that operation and function.

VII. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical addresses of Subscriber and Company indicated in the introductory Paragraph of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company or a duly authorized agent thereof, as the case may be. All invoices by Company notifying Subscriber that an installment is due may be mailed by first class mail, postage prepaid, to the address of Subscriber indicated in the introductory Paragraph of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussion between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and except for the Section III heading shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. All Riders, schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provisions, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, mater or thing, "with or without cause", or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercise shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company and shall be effective only if signed by a duly authorized representative of Company.

X _____

SUBSCRIBER

COMPANY
ALAN YODER ENTERPRISES, INC.

By: _____

Name:
Title:

Requisition

Req # 00211743

PO #

Date: 02/22/12

Consent #31284 3/13/12

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALAN
956-383-6221

Contract No: BUYBOARD 325-09

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 325-09		
		DO NOT DUPLICATE ORDER		
1.00	EACH	CO PART #9068 BOASCH DIALER	158.20	158.20
1.00	EACH	CO PART 12V-BATT DSX BATTERY	24.50	24.50
1.00	EACH	OM ***NOT ON CATALOG***1 CAT-5 CABLE	21.76	21.76
3.00	HRS	CO LABOR $75.00 PER HOURS	75.00	225.00
		Account No	Encumbrance	
		2-1100-441-00-340-003-0-431	429.46	
			Freight	.00
			Total	429.46
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Matilde Faz

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, March 02, 2012 8:51 AM
To: 'Martha Salazar'
Cc: norma.silva@co.hidalgo.tx.us; 'Darlene Betancourt'; 'Matilde Faz'; 'Nielda Cavazos'
Subject: RE: Superior Alarms Purchase or Equipment "Health & Human Services Department"

The Superior Alarms agreements all have the same indemnity language. I suggest adding "To the extent provided for by the Constitution and laws of the State of Texas, ..."
Otherwise, I have reviewed and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, March 01, 2012 9:39 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: norma.silva@co.hidalgo.tx.us; 'Darlene Betancourt'; 'Matilde Faz'; 'Nielda Cavazos'
Subject: FW: Superior Alarms Purchase or Equipment "Health & Human Services Department"
Importance: High

Mrs. Solis:
Please review and comment as to form. Items on for CC of 3-13-12.
Thanks,
Marty
PS Sorry to hear you are not feeling well. Hope you get better soon.

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Thursday, March 01, 2012 9:01 AM
To: 'Martha Salazar'; 'Darlene Betancourt'
Subject: Superior Alarms Purchase or Equipment "Health & Human Services Department"

AI-31385 **7. E.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Rocio Villarreal Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of payment to Invoice #012-2442 in the amount of ($ 176,250.00) submitted by ERO International, dba, ERO Architects in connection to AIA Agreement #C-11-210-02-07 (PO #671767) for PROJECT: "MASTER PLAN for THE COURTHOUSE"

BACKGROUND

Inv# 012-2442-ERO-AIA Agreement-C-11-210-02-07
AIA Agreement ERO

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

$235,000.00 available funds in p.o.# 671767 as of 03-09-12.
Ref: Article 1- Compensation
11.1 Pages/ 16 & 17

Attachments

Inv# 012-2442 ERO (Master Plan)

AIA Agreement-ERO-C-11-210-02-07

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2012 03:33 PM
Budget & Management	Erika Zamora	03/08/2012 04:12 PM
Rosalinda Cantu	Rosie Cantu	03/09/2012 03:17 PM
Auditor's Office	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Letty Saenz Started On: 03/07/2012 02:01 PM

Final Approval Date: 03/09/2012

ero architects
300 S. 8th Street
McAllen, TX 78501
Tel.#956-661-0400 Fax#956-661-0401

Invoice

Date	Invoice #
11/30/2011	012-2442

Bill To
Martha Salazar Director of Purchasing 2812 S. Business Hwy 281 Edinburg, TX 78539

P.O. No.	Terms	Project
	Net 30	11011-Courthouse Master Plan

Architectural Services = $235,000 Lump Sum Fee

Project Phase	Fee by Phase	Prev. Billed	% Prev. Bill...	% This Bill	Total % Bill...	Inv. Amt.
Lump Sum Fee per letter dated 10.12.11	235,000.00			75.00%	75.00%	176,250.00

Total $176,250.00

C-11-210-02-07

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 7th day of February in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

ERO Architects
300 S. 8th Street
Mcallen, Texas 78501
Phone No.: 956.661.0400

for the following Project:
(Name, location and detailed description)

To Provide the County of Hidalgo with a comprehensive master plan of the courthouse and its ancillary functions including conceptual cost estimates, stakeholders facilitations and implementations strategies.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

(2053601350)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined at a later date by mutual written agreement

.2 Substantial Completion date:

To be determined at a later date by mutual written agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in the Work in accordance with Section 3.6.5 and 4.

§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects and shall not be in violation of any terms or conditions of this Agreement.

Init.

/

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.

User Notes: (2053601350)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 Intentionally deleted.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, "The Architect's Designated Representative is: **Eli R. Ochoa, PE, AIA**

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner , unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect may disclose information specifically designated as confidential by Owner to the Architect's consultants only if the Architect has obtained the consultant's prior written agreement to maintain the confidentiality of such information.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000.00 (See the attached Insurance Certificate)

.2 Automobile Liability

$1,000,000.00 (See the attached Insurance Certificate)

.3 Workers' Compensation

$1,000,000.00 (See the attached Insurance Certificate)

.4 Professional Liability

$1,000,000.00 / $3,000,000.00 (See the attached Insurance Certificate)

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

§ 2.6.4 The Architect shall provide a detailed cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the Project cost in accordance with Owner's requirements and procedures.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work."

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1	Schedule Development and Monitoring;
§ 3.1.7.2	Programming (in coordination with Owner);
§ 3.1.7.3	Civil Design;
§ 3.1.7.4	Landscape Design;
§ 3.1.7.5	On-Site Project Representation;
§ 3.1.7.6	Record Drawings (in coordination with Contractor)'
§ 3.1.7.7	Structural Design;
§ 3.1.7.8	MEP Design;
§ 3.1.7.9	Architect (in coordination with Owner)

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor

Init.
/
AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(2053601350)

will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

(Paragraph deleted)

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

Init.
/

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(2053601350)

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(2053601350)

nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or

Init.
/
AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(2053601350)

performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

Init.
/
AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(2053601350)

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Not Included	N/A
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
§ 4.1.7	Civil engineering	Not Included	N/A
§ 4.1.8	Landscape design	Not Included	N/A
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Not Included	N/A
§ 4.1.12	On-site project representation	Not Included	N/A
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Not Included	N/A

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

§ 4.1.15	As-Constructed Record drawings	Not Included	N/A
§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service (as defined in Section 1.1.7 of the AIA A201-2007 as modified by Owner attached hereto as Exhibit "B" and incorporated herein for all purposes) necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and (2) or special meetings of the Commissioners Court in which the subject Project is a topic or discussion.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

(Paragraph deleted)

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

(Paragraph deleted)

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

Init.
/
AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(2053601350)

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

(Paragraph deleted)

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the

Init.
/
AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

(2053601350)

Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to in writing by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation . A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Init.
/
AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.**
User Notes:
(2053601350)

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

(Paragraphs deleted)

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

(2053601350)

At an hourly rate including consultant service expenses for a fee not to exceed a total of Two Hundred Thirty Five Thousand Dollars and Zero Cents ($235,000.00)
in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

(Paragraphs deleted)
§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

(Table deleted)
Will be invoice on a monthly basis based upon the hours expensed to date and anticipate completion of the master plan within four months

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "D"

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery of Instruments of Service;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

Init.
/
AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

(2053601350)

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 1.10 of the expenses incurred.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

% per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a judicial proceeding

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A – Article 14 and 15, Additional Supplemental Conditions to the AIA Document B101™–2007
Exhibit B – AIA Document A201™-2007 General Terms and Conditions of Contract for Construction, as modified by the Owner

Init. / AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

(2053601350)

Exhibit C – Insurance Certificates
Exhibit D – Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)
Ramon Garcia, County Judge
(Printed name and title)

ERO Architects

(Signature)
Eli R. Ochoa, PE, AIA
(Printed name and title)

Approved by Commissioners' Court
on 2-7-12 RD

APPROVED AS TO FORM:

Atlas & Hall, LLP

(Row deleted)
By:
(Signature)
Stephen L. Crain
(Printed name and title)

ATTEST:

(Signature)
Arturo Guajardo Jr., County Clerk
(Printed name and title)

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:45:44 on 02/01/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (2053601350)

HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section **14.3**, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of **14.1**.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees")

from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees

to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. This provision specifies the procedures for the determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather for the Contract period and is based on National Oceanic and Atmospheric Administration data for the geographical location of the Project:

Monthly Anticipated Adverse Weather Calendar Days												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2	2	1	2	3	4	3	3	5	3	2	2	32

(1) **Determination.** The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather tabulated above. The term actual adverse weather days shall include days impacted by actual adverse weather days.

(2) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated above have been incurred, the Owner will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the Project. The Owner will convert any delays to meeting the above requirements to calendar days and issue a Change Order in accordance with theses Standard General Conditions

(3) The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
To Provide the County of Hidalgo with a comprehensive master plan of the courthouse and its ancillary functions including conceptual cost estimates, stakeholders' facilitations and implementations strategies

THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
ERO Architects
300 S. 8th Street
McAllen, Texas 78501

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

INDEX
(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5.1, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, The
1.1.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Defective Work, Definition of
3.5.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3.1, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17.1, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2, 11.4.1.4
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.4.1.5
Insurance Companies, Settlement with
11.4.10
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 4.5, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Loss of Use Insurance
11.3.3
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17.1, 4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of the
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5.1, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of the
1.1.6
Specifications, The
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.4.5, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5.1, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 11.4.9, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 11.4.7, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.4.5, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1
Weather Delays
15.1.5.2
Work, Definition of
1.1.3

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (except as provided in Paragraph 5.3 and 5.4 hereof), (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attentions prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETE.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor; or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.**
User Notes: (1735673677)

notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, may only be accomplished by an appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property Owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive by making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s)

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

(1735673677)

watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to kept the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

(1735673677)

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may only be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents and is subject to the approval of the Owner.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 **Liquidated Damages**: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine provided, however, that such extension of Contract time shall be net of

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal..

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:

(1735673677)

and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of Ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

(specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;

e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED. .

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

§ 11.3.7 WAIVERS OF SUBROGATION

The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code.

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1735673677)

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents.

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraph deleted)

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract may be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:38:50 on 02/02/2012 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes:
(1735673677)

May 13, 2011

ero architects

functional

feasible

communal

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, TX 78539

Re: Hidalgo County Courthouse Comprehensive Master Plan
ERO Project No. 11011

Ms. Salazar,

ERO Architects proposes to provide the County of Hidalgo with a comprehensive master plan of the courthouse and its ancillary functions including conceptual cost estimates, stakeholder facilitation and implementation strategies. We propose to work in close coordination with all stakeholders including the Commissioners Court, designated county staff, and designated county citizens and/or groups. Crucial to the courthouse function master plan will be its integration, in terms of character and context, to the surrounding development. The *County Courthouse Comprehensive Master Plan* will include the district courts, county courts-at-law, district clerk, county clerk, district attorney, probation, the sheriff's office as it relates to the function of the courthouse and any other ancillary departments affected by the Courthouse development. We believe our proposed approach will lead to the successful completion of the comprehensive master plan to the satisfaction of the designated stakeholders.

We offer the County a design team enthusiastic in participating in your project; our firm believes the master plan of the county courthouse function is among the most compelling and iconic an architect can undertake. The three primary team members will be:

Eli R. Ochoa, PE, AIA, ERO Architects
Gilbert Gallegos, AIA, Gallegos Project Management
Brian Godinez, Godinez Communications

Introduction

The County of Hidalgo Commissioners Court is contemplating the options associated with renovating an aging and grossly undersized existing courthouse building. The Commissioners Court wishes to mitigate the costs associated with the required expansion of the courthouse function and the renovation of the existing courthouse building. They also wish to develop a comprehensive master plan of the courthouse function that will address the current courthouse function needs plus the anticipated needs for the next 10 to 15 years with the possibility of developing a courthouse function campus plan that can be systematically augmented as the future needs require.

Background

The existing courthouse building was constructed in 1954 and is experiencing many health and life safety issues. The building support systems are in need of major repair or replacement. The existing building also suffers from many immediate maintenance needs and also suffers from extensive functional deficiencies resulting from the needs of a rapidly growing county population. Because of the grossly undersized existing courthouse building, the courthouse functions have become decentralized and inefficient in both function and operation.

ero architects
300 S. 8th street
mcallen, tx 78501
956.661.0400

Scope of Services

The scope of services includes the following:

1. **Master Planning**
   - 1.1. Site Analysis / Utility Master Plan
   - 1.2. Assessment of Building(s)
   - 1.3. Facilities Functional Programming
     - 1.3.1. Project Goals
     - 1.3.2. Space & Adjacency Requirements
     - 1.3.3. Growth Projections
   - 1.4. Design Criteria
     - 1.4.1. Guidelines
     - 1.4.2. Architectural Construction
     - 1.4.3. Systems (Mechanical, etc.)
2. **Thermal Energy Evaluation**
   - 2.1. Performance Contract Options
   - 2.2. Central Plant Options
3. **Project Schedule**
4. **Conceptual Cost Estimating including Owner Procured Items**
5. **Implementation Approach**
   - 5.1. Scope Definition
   - 5.2. Alternative Project Delivery Analysis & Recommendation
   - 5.3. Contracting Plan
   - 5.4. Financing
   - 5.5. Process Mapping
   - 5.6. Phasing
6. **Communication Plan**
   - 6.1. Public Involvement
   - 6.2. Leadership Briefings
   - 6.3. Meeting Facilitation
   - 6.4. Consensus Building

Planning Team

ERO Architects

ERO Architects provides planning, design and construction administration services to institutional facilities throughout the South Texas region. Founder and managing partner, Eli Ochoa, PE, AIA, established this multi-disciplinary design firm to foster a creative culture mixed with talent of diverse geographic backgrounds and disciplines, and deep levels of experience so as to culminate into the creation of successful projects and satisfied clients. ERO's mission is to complete each architectural project on point, on time and on budget.

Gallegos Project Management

Gallegos has the experience and depth of resources to plan and manage a project of this scale, and to guide project ad hoc committees, owner's representatives and the governing board throughout the entire process – from planning to construction and commissioning. Gilbert Gallegos,

AIA, has executed several planning and construction projects in the region and brings a unique qualified perspective to execute and oversee the quality assurance program in order to protect the owner's interests.

Godinez Communications

Involved with over 50 public involvement projects in the region, Godinez Communications works with several local-area community and civic leaders, media entities, public institutions and private firms to provide a full-range of planning and communications services. Godinez helps convey the project's objectives and message throughout a community to foster feedback and input during all phases of a project's lifecycle. Owner Brian Godinez is very familiar with the County's objectives having recently worked on the Hidalgo County five-year community economic development plan.

He also led the transition process in 2010 for Judge Ramon Garcia that involved over 120 community leaders working through strategic exercises for the County's key areas of operations including infrastructure, healthcare and drainage.

Compensation

We propose to provide the professional comprehensive master planning services at an hourly rate including consultant service expenses for a fee not to exceed a total of Two Hundred Thirty Five Thousand dollars ($235,000). Our hourly rates are as follows:

Primary Team Members	$ 180/hr
Project Manager	$ 155/hr
Project Architect/Planner	$ 135/hr
Architectural Intern	$ 125/hr
CADD Technician	$ 100/hr

We will invoice on a monthly basis based upon the hours expensed to date and anticipate completion of the master plan within four months.

Sincerely,

Eli R. Ochoa, PE, AIA
President & CEO
ero architects

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/31/2012

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 Raymond Longoria Insurance 2025 N. Conway Ave. Mission, TX 78572 License #: 777971	CONTACT NAME: Maribel Lopez PHONE (A/C, No, Ext): 956-581-1034 FAX (A/C, No): 956-581-1067 E-MAIL ADDRESS: maribel.lopez@rligroup.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ERO International, L.L.P. DBA ERO Architects 300 S 8th St Mcallen, TX 78501	INSURER A: Victor O. Schinnerer & Co.		
	INSURER B: Texas Mutual Insurance Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00013296-104786 REVISION NUMBER: 7

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	N	N	B2055395297	01/25/2012	01/25/2013	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Damage to Premises	$
A	AUTOMOBILE LIABILITY	N	N	B2055395297	01/25/2012	01/25/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR	N	N	B2091671037	01/25/2012	01/25/2013	EACH OCCURRENCE	$ 4,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	N	SBP1155533	03/11/2010	03/11/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S Bus 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

(MAR)

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Client#: 169684 EROINTER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Debi Wylie	
USI Southwest 7600 B N. Cap of Tx Hwy. #200 Austin, Texas 78731	PHONE (A/C, No, Ext): 512-651-4159	FAX (A/C, No): 512-467-0113
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED ERO International LLP dba ERO Architect 300 S. 8th Street McAllen, TX 78501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made Pol.			DPR9697835 Retro:11/15/01	11/15/2011	11/15/2012	$1,000,000 per claim $3,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James E. Zimmerman

© 1988-2010 ACORD CORPORATION. All rights reserved.

This page has been left blank intentionally:

AI-31230 **7. F.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha Salazar Submitted By: Eugenia Andrade, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request authorization to remove the following assets from Juvenile Probation Department physical inventory list. Said items were disposed by destruction during the reconstruction demolition at the old juvenile facility, Rudy de la Vina Detention Center; pursuant to Texas Local Government code 263.151.

	ASSET NO.	DESCRIPTION	SERIAL NUMBER
1.	22125	ELKAY WALL MOUNT WATER FOUNTAIN	990013708
2.	14844	RECEPTION COUNTER-STEEL CASE	

BACKGROUND

Asset #14844 and Asset #22125 surpluses, however, destruction was the only option due to each being permanent wall fixtures upon delivery and set up. The Juvenile Probation Department has asked to remove the assets from the physical inventory list due to "salvage" by destruction being the only option. Please view attachments.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact as assets have zero value.

Attachments

Destroy Asset Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:15 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:50 PM
Perla Lopez	Perla Lopez	03/01/2012 03:40 PM
Auditor's Office	Arcilia Duran	03/07/2012 01:54 PM

Form Started By: Eugenia Andrade Started On: 02/27/2012 10:58 AM

Final Approval Date: 03/07/2012

PURCHASING DEPARTMENT
County Of Hidalgo

AFFIDAVIT

FEB 13 2012
Numa 10:15

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Israel "Buddy" Silva, Jr. Chief Administrator at the Hidalgo County Juvenile Probation Department, who being before me here and now duly swears upon oath and says:

It is my intent to attest that the following asset number 22125 and 14844 were disposed by destruction due to renovations to the building, pursuant to Texas Local Government Code, 263.151 from the Rudy de la Vina Hidalgo Juvenile Probation property and are no longer in the possession of the Hidalgo County Juvenile Probation Department. The Hidalgo County Juvenile Probation Department is therefore requesting to formally remove said items from the current inventory list.

Asset #	Description	Serial #/V.I.N.
22125	ELKAY Water Cooler	990013708
14844	Reception Counter-Steel Case	

The above is true and correct to the best of my knowledge.

Israel "Buddy" Silva, Jr.

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this day of February 13th, 2012.

RUTH PEREZ
Notary Public, State of Texas
My Commission Expires
MAY 19, 2012

NOTARY PUBLIC, State of Texas

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Input Data

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Genie Andrade
Requested By: Martha L. Salazar, CPPB
Date: February 27, 2012

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
14844	RECEPTION COUNTER-STEEL CASE	$1,503.70	12/3/1984	1984	11/2/2011	10	27	$150.37	$1,353.33	$135.33	$3,653.99	$0.00
22125	ELKAY WALL MOUNT WATER FOUN	$650.00	6/29/1990	1990	11/2/2011	10	21	$65.00	$585.00	$58.50	$1,228.50	$0.00

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

#20135
2010 6 17

B
2011 8 12

AI-31253 **7. G.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha Salazar Submitted By: Eugenia Andrade, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authorization to remove the following assets from Juvenile Probation Department inventory list. Said items were characterized as stolen.

	ASSET NO.	DESCRIPTION	SERIAL NUMBER
1.	47424	P5150 PORTABLE RADIO	9117301
2.	47209	DELL OPTIPLEX 745 USFF	FM8GDD1
3.	47218	DELL OPTIPLEX 745 USFF	489GDD1

BACKGROUND

The Juvenile Probation Department has asked to remove Asset #47424; #47209; 47218 from the physical inventory list as it was determined that the items are not located due to having been stolen. Please view attachments.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Two of three items listed have zero value. However, one item acquired in 2008 reflects a current value and thus Juvenile Dept. has the task of perhaps expending funds in order to replace. A potential expenditure is possible.

Attachments

AFFIDAVIT and DEPRECIATION REPORT

COMPUTERS POLICE REPORT

RADIO POLICE REPORT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:25 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:54 PM
Perla Lopez	Perla Lopez	03/01/2012 03:28 PM
Auditor's Office	Arcilia Duran	03/07/2012 01:57 PM

Form Started By: Eugenia Andrade Started On: 02/28/2012 01:01 PM

Final Approval Date: 03/07/2012

PURCHASING DEPARTMENT
County Of Hidalgo

AFFIDAVIT

FEB 13 2012
9:45

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Israel "Buddy" Silva, Jr. Chief Administrator at the Hidalgo County Juvenile Probation Department, who being before me here and now duly swears upon oath and says:

It is my intent to attest that the following asset numbers 47209; 47218 and 47424 were items on the Hidalgo County Juvenile Probation Department physical inventory. Asset numbers 47209 and 47218 were in the custody of the McAllen ISD Star Program when the theft occurred. Asset number 47424 was in the possession of the Juvenile Probation Department when the theft occurred. Said items are no longer in the possession of the Hidalgo County Juvenile Probation Department and therefore are requesting to formally remove from the current inventory list.

Asset #	Description	Serial #/V.I.N.
47209	DELL OPITPLEX 745 USFF	FM8GDD1
47218	DELL OPTIPLEX 745 USFF	489GDD1
47424	P5150 PORTABLE RADIO	9117301

The above is true and correct to the best of my knowledge.

Israel "Buddy" Silva, Jr.

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this day of February 13th, 2012.

RUTH PEREZ
Notary Public, State of Texas
My Commission Expires
MAY 19, 2012

NOTARY PUBLIC, State of Texas

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: Genie Andrade
Requested By: Martha L. Salazar, CPPB
Date: February 24, 2012

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Year	Life Expec	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
47209	DELL OPTIPLEX 745 USFF	1,058.55	10/15/07	2007	2012	4	5	$105.86	$952.70	$238.17	$1,190.87	$0.00
47218	DELL OPTIPLEX 745 USFF	1,058.55	10/15/07	2007	2012	4	5	$105.86	$952.70	$238.17	$1,190.87	$0.00
47424	P5150 PORTABLE RADIO	2,530.62	1/14/08	2008	2012	5	4	$253.06	$2,277.56	$455.51	$1,822.05	$455.51

McALLEN ISD
Fulfilling Our Promise
STUDENT SUPPORT SERVICES

JOHN L. WILDE
Director for Student Support Services

MEMORANDUM

To: Israel "Buddy" Silva, Chief Juvenile Probation Officer

From: John L. Wilde, Director for Student Support Services

Thru: Dr. Mike Barrera, Assistant Superintendent for District Operations

Date: August 10, 2011

Subject: Student Transition and Re-Direction Program (S.T.A.R.)

On August 4, 2011, I received a phone call from Jose Loya, Coordinator for the S.T.A.R. Program, who was asking questions/where-a-bouts of the computers that were in the portable building that are property of the Hidalgo County Juvenile Probation Department. I informed him that I had no idea who had the computers; however, I recommended that he contact Philip Grossweiler, De Leon M.S. Principal, to discuss the matter. If you have any questions, please contact me at 618-6031. Thank you!

jlw

8-11-11

Elena. This is a copy of the McAllen ISD Police Dept Arrest P.C.'s —

520 S. 23RD STREET • McALLEN, TEXAS 78501 • 956-618-6031 • FAX 956-971-4507

Memorandum

To: Israel "Buddy" Silva
Director
Chief Juvenile Probation Officer

From: Jose I. Loya
Captain
S.T.A.R. Coordinator

Date: August 9, 2011

Re: Stolen Computers

I would like to inform you that on August 3, 2011 the two computers were stolen from the portable behind Alonzo De Leon Middle School 4201 n. 29th St. I sent Sgt. Torres to The Instruction & Guidance Center 1619 Galveston to print the serial #'s of the computers for the police officers that were going to get called.

Sgt. Torres returned back to the portable behind Alonzo De Leon Middle school. I called the Mcallen I.S.D. Police and they made the report. All S.T.A.R. Drill Instructors wrote an affidavit and were questioned on August 4, 2011. The Case # to the report is: 08032011-001222 & the investigator's name is Officer Rodriguez; also his phone # is (956)632-3671 or (956) 632-3674.

PS I also have the memo for the serial # to the computers that were stolen. If you have any questions feel free to call me:

Sincerely yours,

Jose I. Loya

Case # : 08032011-001222

McAllen ISD Police Department
POLICE DEPARTMENT

Case Report

Reported By: **OFFICER U.CORPUS**

Incident Types Label		
THEFT - PC 31.03 (FELONY)		
Disposition		**Method of Reporting**
CLOSED		**BY RADIO**
		Related Number:
		2011-08-03-29646
Incident Occurred Date	**Incident Occurred End Date**	**Incident Discovered / Called In**
07/27/2011 at 12:00 AM	**08/03/2011 at 10:00 AM**	**08/03/2011 at 12:58 PM**
Location		**Specific Location**
MIDDLE SCHOOL : DE LEON MIDDLE SCHOOL		**4201 N 29TH ST MCALLEN, TX 78501(4201 NORTH 29TH STREET MCALLEN TX 78501)**
Manager/Supervisor On Duty		**Manager/Supervisor Notified**
CPL. R. LONGORIA		

Report Synopsis/Overview

TPC 31.03 Theft (SJF)

Officer Corpus was dispatched to Deleon Middle School in reference to possible computer stolen in portable building #40.

Related Number:

2011-08-03-29646

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

List of supplemental reports

Follow Up 08032011-001222_1
Follow Up 08032011-001222_2
Follow Up 08032011-001222_3
Follow Up 08032011-001222_4

List of contacts in this report

LOYA, JOSE	COMPLAINANT
ALANIZ, MISTY	OTHER
FLORES, MARKO	OTHER
SANDOVAL JR, JAIME	OTHER
SANTILLANA, ALEX	OTHER
TORRES, ELVA	OTHER
HIDALGO COUNTY JUVENILE PROBATION	VICTIM

Contact # 1 (COMPLAINANT)

Full Name: JOSE LOYA

Drivers License	Drivers LicenseState	Email Address
03367753	TX	

Date of Birth	Age	Gender	Race	Height	Weight	Hair Color	Eye Color
11/02/1959	51	MALE	HISPANIC	5'07"	210	BLACK	BROWN

Notes: COORDINATOR

Addresses

Street Number	Street Direction	Street Name	Street Type
1106		TEXAS	

Apt./Suite	City	State	Zip	Address Type
	LA FERIA	TX	78559	HOME

Phones :

Type	Number
CELL	956-226-9081

Contact # 2 (OTHER)

Full Name: MARKO FLORES

Drivers License	Drivers LicenseState	Email Address
12029564	TX	

Date of Birth	Age	Gender	Race	Height	Weight	Hair Color	Eye Color
07/15/1972	39	MALE	HISPANIC	5'09"	160	BROWN	BROWN

Notes: DRILL INSTRUCTOR FOR HIDALGO COUNTY

Addresses

Street Number	Street Direction	Street Name	Street Type
3220		FUERTE	AVENUE

Apt./Suite	City	State	Zip	Address Type
	MCALLEN	TX	78504	HOME

Phones :

Type	Number
CELL	254-458-3710

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

Contact # 3 (OTHER)

Full Name							
ELVA TORRES							
Drivers License			**Drivers LicenseState**		**Email Address**		
16148426			TX				
Date of Birth	**Age**	**Gender**	**Race**	**Height**	**Weight**	**Hair Color**	**Eye Color**
05/26/1975	36	F	WHITE HISPANIC	5'01"		BROWN	BROWN

Notes

STAR PROGRAM SGT./INSTRUCTOR

Addresses

Street Number	Street Direction	Street Name		Street Type
4409		PHYLLIS		LANE
Apt./Suite	**City**	**State**	**Zip**	**Address Type**
	EDINBURG	TX	78539	HOME

Street Number	Street Direction	Street Name		Street Type
4201	NORTH	29TH		STREET
Apt./Suite	**City**	**State**	**Zip**	**Address Type**
	MCALLEN	TEXAS	78501	MISD PROPERTY

Phones :

Type	Number
WORK	(956)632-8800
CELL	956-225-3354

Contact # 4 (OTHER)

Full Name							
JAIME JOEL SANDOVAL JR							
Drivers License			**Drivers LicenseState**		**Email Address**		
01385796			TX				
Date of Birth	**Age**	**Gender**	**Race**	**Height**	**Weight**	**Hair Color**	**Eye Color**
10/06/1975	35	MALE	WHITE HISPANIC	5'10"		BROWN	BROWN

Notes

S.T.A.R. DRILL INSTRUCTOR

Addresses

Street Number	Street Direction	Street Name		Street Type
2501		ESPERANZA		LANE
Apt./Suite	**City**	**State**	**Zip**	**Address Type**
	MCALLEN	TX	78501	HOME

Phones :

Type	Number
CELL	956-451-9554

Contact # 5 (OTHER)

Full Name		
MISTY RENEE ALANIZ		
Drivers License	**Drivers LicenseState**	**Email Address**

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

16038562			TX				
Date of Birth	Age	Gender	Race	Height	Weight	Hair Color	Eye Color
05/01/1983	28	MALE	WHITE HISPANIC	5'00"		BROWN	BROWN

Notes

S.T.A.R. DRILL INSTRUCTOR

Addresses

Street Number	Street Direction	Street Name	Street Type
209	SOUTH	PABLO ALANIZ	STREET

Apt./Suite	City	State	Zip	Address Type
	SANTA ROSA	TX	78593	

Phones :

Type	Number
CELL	956-536-0533

Contact # 6 (OTHER)

Full Name

ALEX SANTILLANA

Drivers License	Drivers LicenseState	Email Address
10007368		

Date of Birth	Age	Gender	Race	Height	Weight	Hair Color	Eye Color
08/03/1962	49	M	WHITE HISPANIC	0'			

Notes

S.T.A.R. DRILL INSTRUCTOR

Addresses

Street Number	Street Direction	Street Name	Street Type
3000		HARMONY	LANE

Apt./Suite	City	State	Zip	Address Type
	MISSION	TX	78572	HOME

Street Number	Street Direction	Street Name	Street Type
300		HARMONY	LANE

Apt./Suite	City	State	Zip	Address Type
	MISSION	TX	78572	HOME

Phones :

Type	Number
CELL	956-534-1132

Contact # 7 (BUSINESS - VICTIM)

Business Name	Business Number
HIDALGO COUNTY JUVENILE PROBATION	

Addresses

Apt./Suite	City	State	Zip Code	Address Type
	EDINBURG	TX	78539	BUSINESS

Property #1 (STOLEN)

Property Reference #	Property Type	Property Category
1	OTHER ELECTRONICS	STOLEN

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

Property Disposition		Barcode Number
STOLEN		100000001669
Property Description		PropertyLocation
BASE		
Brand	Model	Serial Number
DELL	OT757	80045-635-230-430
Approximate Size	Property Color	Owner
		HIDALGO COUNTY JUVENILE PROBATION
Approximate Value	Quantity	Total
$700.00	1	$700.00
Note		
SERVICE TAG:3YN6GD1 ESPRSS SERVICE CODE:8625129301 PRODUCT KEY: QXMX7-3B28Q-C3YBV-86VR3-BT3VG X12-51822		

Property #2 (STOLEN)

Property Reference #		Property Type	Property Category
2		OTHER ELECTRONICS	STOLEN
Property Disposition		Barcode Number	
STOLEN		100000001666	
Property Description		PropertyLocation	
KEYBOARD			
Brand	Model	Serial Number	
DELL		CN0GM952-44751-0170	
Approximate Size	Property Color	Owner	
		HIDALGO COUNTY JUVENILE PROBATION	
Approximate Value	Quantity	Total	
$50.00	2	$100.00	
Note			
With mouse CMIIID:2006DJ0IIB IC 4418A-212172 DP/N:GM952 FCCID:JNZZ12172 CFT:RCPDEYR06-280 LP/N:820-000528 PID:LZ725B307RV NO:ESD-0602515C			

Property #3 (STOLEN)

Property Reference #		Property Type	Property Category
3		OTHER ELECTRONICS	STOLEN
Property Disposition		Barcode Number	
STOLEN		100000001668	
Property Description		PropertyLocation	
MONITOR			
Brand	Model	Serial Number	
DELL	CN-0FK945-71618-76N-BFJW	CN-0FK945-71618-76N-BFK	
Approximate Size	Property Color	Owner	
		HIDALGO COUNTY JUVENILE PROBATION	
Approximate Value	Quantity	Total	
$200.00	1	$200.00	

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

Note
monitor, base and keyboard are valued at about total $1000

Property #4 (STOLEN)

Property Reference #	Property Type	Property Category
4	**OTHER ELECTRONICS**	**STOLEN**
Property Disposition	Barcode Number	
STOLEN	**100000001664**	
Property Description	PropertyLocation	
MONITOR		

Brand	Model	Serial Number
DELL		**CN-0FK945-71618-76N-BFJW**
Approximate Size	Property Color	Owner
		HIDALGO COUNTY JUVENILE PROBATION
Approximate Value	Quantity	Total
$200.00	**1**	**$200.00**

Note
monitor and base are one, plus a wireless keyboard value about $1000

Property #5 (STOLEN)

Property Reference #	Property Type	Property Category
5	**OTHER ELECTRONICS**	**STOLEN**
Property Disposition	Barcode Number	
STOLEN	**100000001667**	
Property Description	PropertyLocation	
KEYBOARD		

Brand	Model	Serial Number
DELL	**CN-0GM952-44751-76L-016Y**	**CN-0GM952-44751-76L-016Y**
Approximate Size	Property Color	Owner
		HIDALGO COUNTY JUVENILE PROBATION
Approximate Value	Quantity	Total
$50.00	**2**	**$100.00**

Note
keyboard, with mouse

Property #6 (STOLEN)

Property Reference #	Property Type	Property Category
6	**OTHER ELECTRONICS**	**STOLEN**
Property Disposition	Barcode Number	
STOLEN	**100000001665**	
Property Description	PropertyLocation	
BASE		

Brand	Model	Serial Number
DELL	**OT 757**	**80045-635-230-430**
Approximate Size	Property Color	Owner
		HIDALGO COUNTY JUVENILE PROBATION

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

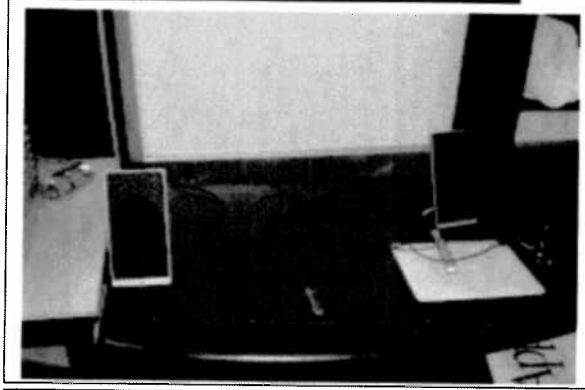
Approximate Value	Quantity	Total
$700.00	1	$700.00

Note

model 0t757 80045-635-230-429 , x12-51822; 5yn6gd1; 12978693973 product key: K976D-PJYYH-XYY2F-VDXTP-KWDQ

Digital Media List

Digital Media # 1



Title

theft

Description

dell computer

Theft

Police Case Number:	What was stolen? (overview)	Stolen Items Value
	COMPUTERS	$2,000.00
Officer Witness		Retail Theft?
		NO

Narrative text

On Wednesday, August 3, 2011 at about 12:55 pm, Officer Urbano Corpus II, was dispatched to De Leon Middle School in reference to a theft.

Upon arrival at portable building #40, Officer Corpus made contact with STAR Coordinator Capt. Jose Loya in the office. Also in the office were S.T.A.R. Instructors, Marko Flores, Elva Torres, Jaime Joel Sandoval Jr., Misty Renee Alaniz and Alex Santillana. Captain Loya stated that 2 Dell computers, base,monitors and keyboards were also taken each set valued between $850 to $1000. Captain Loya added that the computers were County of Hidalgo property. Captain Loya handed Officer Corpus a copy of the computers information models and serial numbers. Captain Loya added the last time they were seen was Wednesday, July 27,2011 in the office. Officer Corpus asked Captain Loya if anyone else had keys. He stated only the staff instructors. Captain Loya stated, he had checked with the school principal Mr. Grossweiler to ask if the computers were picked up, but was told by Principal Mr. Grossweiler that only custodian Rosbel had keys to the portable.

Officer Corpus went to De Leon in attempt to speak to Rosbel, but was not in the building. One of the other custodian got a-hold of him on her cell phone. Officer Corpus asked Rosbel if he had keys to the portable building. Rosbel said he had keys to the building but not the office.

Officer Corpus then made contact with Marko Flores. Mr. Flores stated he arrived this morning (8-3-11),at about 9:55 a.m. and noticed there was no electricity to the building when he turned on the lights. Mr. Flores added he left the door open so, he could see to unlock the office door. Mr. Flores said about 5 minutes later Elva Torres arrived and they both entered office. Ms.Torres then noticed the computers were missing. Mr.Flores said he thought the De Leon school personnel had picked up the computers. Mr.Flores stated they hadn't been in the office since May 29, 2011.

Officer Corpus then spoke with Elva Torres who stated she arrived about 9:58 a.m. and noticed there were no lights, but noticed the computers were missing. Ms. Torres and Mr. Flores then went to a meeting with Capt Loya to inform him of the situation.

Officer Corpus meant with Jaime Joel Sandoval Jr. who stated the last time he was in the office was May 29, 2011 and returned on August 3, 2011.

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : **080320111-001222**

Officer Corpus contacted Misty Renee Alaniz who stated the last time she was in the office was June 2, 2011 and returned on August 3, 2011.

Officer Corpus obtained affidavits from all persons. Officer Corpus, check for any forcible entry and none was found. The area was not dusted for fingerprints due to the time lapse and the area had been contaminated.

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

McAllen ISD Police Department
POLICE DEPARTMENT

Follow Up

Reported By: **INV.D.RODRIGUEZ**

Parent Report Information

Report Type	Reference Number
Case Report	**08032011-001222**
Report Recorder	**Report Disposition**
INV.D.RODRIGUEZ	**COMPLETED**
Related Number:	**Tracking Number**
	159475

Narrative text

On Wednesday August 3, 2011 at about 2:00pm. Investigator Dagoberto Rodriguez was made aware of a theft that occurred at De Leon Middle School, 4201 N. 29th St. McAllen, Hidalgo County Texas.

Inv. Rodriguez met with Officer Urbano Corpus who had responded to the call for service and who took the report. Officer Corpus briefed Inv. Rodriguez as to the details of the report. Officer Corpus told Inv. Rodriguez the theft had occurred in portable building #40 at De Leon Middle School. He said, the portable building is located in the back (west side) of the school. Officer Corpus said, he met with the reporting party, Captain Jose Loya, who provided the information to his report.

According to Capt. Loya, uknown actor/s had taken two desk top computers belonging to the county of Hidalgo, which were located inside the portable building. Mr. Loya told Officer Corpus that the computers were on top of two desks inside an office within the portable building.

The computers were last seen in place the previous Wednesday, July 27th. When Mr. Loya came this morning, he noticed the computers were gone. He told Officer Corpus that the only persons who had access to the office was his staff and John Wilding from Student Intake. He told Officer Corpus he did not suspect anyone of taking the computers, but stated he did want to file charges against the person/s responsible.

Officer Corpus told Inv. Rodriguez he checked the area, but was not able to find any signs of force entry into the building, nor the office inside the building.

At about 3:20pm. Inv. Rodriguez proceeded to De Leon Middle School and inspected the outer perimeter of the portable building in question. Inv. Rodriguez noted there were no signs of force entry into the building. He then contacted custodian, Rosvel Hinojosa, who had a key to building. Inv. Rodriguez along with Mr. Hinojosa entered the building where Inv. Rodriguez also inspected the inside of the building. Inv. Rodriguez noted that there was an office within the building where the stolen computers were kept. Inv. Rodriguez noted that the door to the office was locked, but also noted that the door had lots of play, where the door could easily be jimmied open. Inv. Rodriguez slid a credit card behind the door latch and easily opened the door. Inv. Rodriguez inspected the inside of the office and noted that office did not appear to be ransacked, and noted a stereo on one of the shelves which Inv. Rodriguez later learned was there when the computers were taken.

On Thursday, August 4, 2011 at about 9:30am. Inv. Rodriguez returned to De Leon Middle School where he met with most of the S.T.A.R. Drill Instructors. Inv. Rodriguez interviewed each instructor separately.

Inv. Rodriguez first interviewed, Marko Flores, who said the last time he was in the building was on May 29th. Since then Mr. Flores said, they had been meeting at Cathey Middle School during the summer and had no reason to be going to De Leon. Inv. Rodriguez told Mr. Flores that it was suspected that someone with a key to the portable building was responsible for the theft. Inv. Rodriguez asked Mr. Flores if he suspected any of his co-workers of committing theft. Mr. Flores said, he did not, but if he had to pick one of them, he said, he would pick either Alejos Santianna or Elva Torres. Inv. Rodriguez asked Mr. Flores why, he would pick one of those two, he said, Santianna was struggling financially. He said, regarding Ms. Torres as soon as they learned about the theft, she immediately said, "it's an inside job" referring to one of them being responsible. Mr. Flores said, Ms. Torres did not ask, if Capt. Loya had taken the computers, because the

Prepared By:	Date and Time	Signature	Reviewed By/Date
INV.D.RODRIGUEZ(drodriguez	08/04/2011 7:53 AM		INV.D.RODRIGUEZ 08/10/2011 9:17

program was being terminated. She just simply said, "it's an inside job".

Inv. Rodriguez then spoke to Jaime Sandoval, who also stated that the last time he was in the portable building was around May 29th. He said, the rest of time was being spent at Cathey Middle School and had no reason to go to De Leon. Inv. Rodriguez told Mr. Sandoval that it was suspected that someone with a key was responsible for the theft. Inv. Rodriguez asked Mr. Sandoval if he suspected anyone of his co-workers of being responsible for the theft. Mr. Sandoval said, if he had to pick someone, it would be Misty Alaniz. Mr. Sandoval stated that Ms. Alaniz had take a camouflage net from the portable sometime back. He said, the net belonged to drill instructor, Alejos Santianna. He said, Ms. Alaniz had taken the net without Mr. Santianna's permission.

Inv. Rodriguez then met with Capt. Loya, who told Inv. Rodriguez that he did not suspect any of his staff from taking the computers if he had to pick one it would be Mr. Sandoval. When asked why, Capt. Loya could not say. Capt. Loya could not explain his feelings, only stating thats the way he felt about him.

Inv. Rodriguez then met with Alejos Santianna. Inv. Rodriguez asked Mr. Santianna what was being investigated and asked him what he knew about the stolen computers. Mr. Santianna said, that all he knew was that he had gone to the portable building at about 10:00am. on July 27th and that the computers were there. He said, he had gone to pick up some personal items from the office. when asked if he suspected any of his co-workers as being the person responsible, Mr. Santillanna said, "no". Inv. Rodriguez asked Mr. Santillanna about the camouflage net that Ms. Alaniz had taken. Mr. Santillanna said, when he noticed the net was missing he started calling his co-workers including Ms. Alaniz. When he asked Ms. Alaniz about the net, she immediate told him, she had taken it.

Inv. Rodriguez then made contact with Elva Torres, who said the last time she was in the portable building was on June 8th. She was working on some paper work. When asked if she suspected any of her coworkers, Ms. Torres said, if she had to choose, she would say Mr. Sandoval.

At about 2:00pm. Inv. Rodriguez went back to De Leon Middle School where he met with Misty Alaniz. Inv. Rodriguez asked Misty if she suspected any of her coworkers of taking the computers. Ms. Alaniz said, she did not if she had to choose, she would say, Mr. Sandoval. When asked why, Ms. Alaniz said, it appeared that he was always short on cash.

Inv. Rodriguez conducted a search through "leadsonline" using both the description of the computers taken, serial numbers and also checked the names of all of the drill insturctors, but was not able to produce a hit on any of them. Inv. Rodriguez also coducted a search through web sites, "Ebay", "Amazon" and "Craigslist", but these searches also produced no leads.

At this point there is no other viable lead to pursue in the matter.

Prepared By:	Date and Time	Signature	Reviewed By/Date
INV.D.RODRIGUEZ(drodriguez	08/04/2011 7:53 AM		INV.D.RODRIGUEZ 08/10/2011 9:17

Case # : 08032011-001222

McAllen ISD Police Department
POLICE DEPARTMENT

Follow Up

Reported By: **OFFICER U.CORPUS**

Parent Report Information

Report Type	Reference Number
Case Report	**08032011-001222**
Report Recorder	Report Disposition
OFFICER U.CORPUS	**IN PROGRESS**
Related Number:	Tracking Number
	159475

List of supplemental reports

Follow Up 08032011-001222_2_1

Narrative text

On August 4, 2011 at about 9:15 a.m., Officer Corpus called Capt Loya at 956-226-9081 to asked him. Who was the person that last saw computers, who told you of computers missing and was everyone called in for this situation or was it a working day? Loya stated that Alex Santillana was the last person to see computers in the office on Wednesday August 27,2011. And that Flores was the one that told him of the computers. Loya added that August 3, 2011 everyone was suppose to come into the office.

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/04/2011 1:18 PM		OFFICER U.CORPUS 08/04/2011 3:30

Case # : 08032011-001222

McAllen ISD Police Department
POLICE DEPARTMENT

Follow Up

Reported By: **OFFICER U.CORPUS**

Parent Report Information

Report Type	Reference Number
Case Report	**08032011-001222**
Report Recorder	**Report Disposition**
OFFICER U.CORPUS	**IN PROGRESS**
Related Number:	**Tracking Number**
	159475

Narrative text

On Thursday, August 4, 2011 at about 9:15 a.m., Officer Corpus called Jose Loya at 956-226-9081, and asked him who was last saw the computers, who told him was everyone suppose to in the office on 8-3-11. Loya stated that Alex Santillana was the last person to see the computers and Flores was the person who told him of the computers. Also everyone was suppose to come to the office that day.

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/04/2011 3:20 PM		OFFICER U.CORPUS 08/04/2011 3:43

Case # : 08032011-001222

McAllen ISD Police Department
POLICE DEPARTMENT

Follow Up

Reported By: **OFFICER U.CORPUS**

Parent Report Information

Report Type	Reference Number
Case Report	**08032011-001222**
Report Recorder	Report Disposition
OFFICER U.CORPUS	**IN PROGRESS**
Related Number:	Tracking Number
	159475

Narrative text

On Thursday August 4, 2011 at about 10:00 a.m., Officer Corpus, called Elva Torres at 956-225-3354. Officer Corpus asked Torres if she had contacted Loya about the theft of the computers. Torres said no, that Flores had, because by the time she meant with him at Don Juan's, loya knew about it.

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/04/2011 3:21 PM		OFFICER U.CORPUS 08/04/2011 3:36

EDINBURG POLICE DEPARTMENT

Incident Summary

CASE #: 2010-2185

REFERENCE CASE #:

INCIDENT

REPORTED DATE / TIME:	OCCURRED LOCATION: (Block #, Direction, Street Suffix, Apt / Suite #):
01/15/2010 0926	1001 N. Doolittle Rd.
OCCURRED FROM DATE / TIME:	**BUSINESS NAME: (Above address is known as...)**
01/15/2010 0926	
OCCURRED TO DATE /TIME:	**INCIDENT TITLE:**
01/15/2010 0926	Lost Item

DISPOSITION: | **RELATED EVENT:**

1

STYPE:	VTYPE:	NAME: (Last, First, Middle)	RACE:	SEX:	DOB:	AGE:
RP	I	Garcia, Daniel Javier	W	(X) M ( ) F	12/8/1966	43

STREET ADDRESS: (Block #, Direction, Street Name, Street Suffix, Apt #)	CITY	STATE:	ZIP CODE:
46 1001 N. Doolittle Rd.	Edinburg	Tx.	78541

HOME PHONE* (Include A/C)	WORK PHONE # (Include A/C)	* HEIGHT	* WEIGHT	* HAIR:	* EYES	HISPANIC: (Ethnicity)
(956) 566-6307	(956) 381-8600	5'07	350	Blk	Brn	(X) Yes ( ) No ( ) Unk

* BUILD: ( ) Lgt ( ) Med (X) Hvy ( ) Mus ( ) Obese	* COMPLEXION: ( ) Light (X) Med ( ) Dark ( ) Acne ( ) Freckled ( ) Ruddy ( ) Other ( ) Unk	DL NUMBER: [redacted]	STATE	TYPE	*SOCIAL SECURITY # :

OCCUPATION	EMPLOYED BY/SCHOOL ATTENDED:
Supervisor	

2

STYPE:	VTYPE:	NAME: (Last, First, Middle)	RACE:	SEX:	DOB:	AGE:
				( ) M ( ) F		

STREET ADDRESS: (Block #, Direction, Street Name, Street Suffix, Apt #)	CITY	STATE:	ZIP CODE:

HOME PHONE* (Include A/C)	WORK PHONE # (Include A/C)	* HEIGHT	* WEIGHT	* HAIR:	* EYES	HISPANIC: (Ethnicity)
						( ) Yes ( ) No ( ) Unk

* BUILD: ( ) Lgt ( ) Med ( ) Hvy ( ) Mus ( ) Obese	* COMPLEXION: ( ) Light ( ) Med ( ) Dark ( ) Acne ( ) Freckled ( ) Ruddy ( ) Other ( ) Unk	DL NUMBER:	STATE	TYPE	*SOCIAL SECURITY # :

OCCUPATION	EMPLOYED BY/SCHOOL ATTENDED:

SUMMARY

On Friday, January 15, 2010 at about 9:26am, I, officer J. Perales #162, was dispatched to 1001 N. Doolittle Rd. Hidden Shrines, Juvenile Det. center in reference to a lost property.

Upon arrival, I met with Garcia, Daniel, who stated that he needed a report on a portable radio that has been missing since 9/9/2009.

Daniel stated that they have a sign in sheet for the employees that get the radio. The last person signed the radio back in, but have not seen the radio. Daniel described the radio as gray, Macom, P5100 serial # 0112301.

Daniel was provided with a case number and advised of proper complaint procedures.

SB 1074

SEARCH CONDUCTED? ☐ YES ☐ NO CONSENSUAL? ☐ YES ☐ NO CONTRABAND FOUND? ☐ YES ☐ NO IF YES, WHAT KIND? ☐ DRUGS ☐ CURRENCY ☐ WEAPONS ☐ OTHER

PROBABLE CAUSE FOR SEARCH? ☐ DOOR ☐ PLAIN VIEW ☐ K-9 ALERT ☐ INVENTORY ☐ EYEWITNESS ☐ OTHER

LIST FACTS OF SEARCH:

ARREST AS RESULT OF STOP/SEARCH? ☐ YES ☐ NO

RECEIVED JAN 18 2010 EDINBURG P.D. RECORDS

REVIEW

OFFICER REPORTING & DATE	OFFICER ID
J. Perales #162 01/15/10	0839
SUPERVISOR APPROVING & DATE	OFFICER ID
CID ASSIGNED & DATE	OFFICER ID

CID Action: Status ☐ Inactive ☐ Open ☐ Unfounded ☐ Arrest ☐ Exceptional cleared ☐ Closed Pending

Cleared By ☐ Inactive ☐ Open ☐ Unfounded ☐ Arrest ☐ Exceptional cleared ☐ Closed Pending

RELEASED JAN 27 2012

M. Ramirez
To: Genie Andrade Hidalgo County of Purchasing

FOUND OR LOST ONLY

PROPERTY CODE:	PROPERTY TYPE:	VALUE:	CONDITION:	COLOR:	SERIAL NUMBER:
LS FO SK IM					

DESCRIPTION:

REC LOC CODE:	REC TYPE CODE:	RECOVERY DATE:	DATE OWNER NOTIFIED:	HOW OWNER NOTIFIED: ( ) 1 - In Person ( ) 2 - Phone ( ) 3-Mail ( ) 4 -Teletype ( ) 5 - Other

OWNER: PHONE NUMBER

PROPERTY CODE:	PROPERTY TYPE:	VALUE:	CONDITION:	COLOR:	SERIAL NUMBER:
LS FO SK IM					

DESCRIPTION:

REC LOC CODE:	REC TYPE CODE:	RECOVERY DATE:	DATE OWNER NOTIFIED:	HOW OWNER NOTIFIED: ( ) 1 - In Person ( ) 2 - Phone ( ) 3-Mail ( ) 4 -Teletype ( ) 5 - Other

OWNER: PHONE NUMBER

PROPERTY TYPE CODES:

01 - Aircraft	11 - Drug/Narcotic Equipment	22- Non Negotiable Instrument	33 - Structure-Public
02 - Alcohol	12 - Farm Equipment	23 - Office Equipment	34 - Structure-Storage
03 - Automobiles	13 - Firearms	24 - Other Motor Vehicles	35 - Structure-Other
04 - Bicycles	14 - Gambling Equipment	25 - Purse / Handbag / Wallet	36 - Tools
05 - Buses	15 - Heavy Equipment	26 - Radios / TV's / VCR's	37 - Trucks
06 - Clothes/Furs	16 - Household Goods	27 - Recordings -Audio/Visual	38 - Vehicle Parts/Accessories
07 - Computer Equipment	17 - Jewelry/Precious Metals	28 - Recreational Vehicles	39 - Water craft
08 - Consumable Goods	18 - Livestock	29 - Structure-Single Family	77 - Other
09 - Credit/Debit Cards	19 - Merchandise	30 - Structure-Other Dwelling	88 - Pending Inventory
10 - Drugs/Narcotics	20 - Money	31 - Structure-Commercial	99 - Special Category
	21 - Negotiable Instruments	32 - Structure-Industrial	

Recovery Location Codes

DIT- Ditch	PAW-Pawn Shop	STR -Found on Street
FLD - Field	PRK- Parking Lot	SUB-Found on Subject
OTH - Other location	Res- Residence	DUMP-Dumpster

Drug Type Codes

A- Crack Cocaine	F- Morphine	J- PCP	N- Barbiturates
B- Cocaine	G- Opium	K- Other Hallucinogens	O- Other Depressants
C- Hashish	H-Other	L- Amphet/ Metaphetam	P- Other Drugs
D- Heroin	I- LSD	M- Other Stimulants	U- Unknown Type Drug
E- Marijuana			X- Over 3 drug Types

DRUG

PROP OF SUBJ NAME:	SUBJ TYPE #	PROPERTY CODE:	PROPERTY TYPE:	INITIAL $ VALUE	RELATED TO WHICH OFNS #:	RECOVERY $

QUANTITY: Whole Units:	UNIT TYPE	DESCRIPTION:

DRUG TYPE:	RECOVERY LOCATION CODE:	RECOVERY TYPE CODE:	RECOVERY DATE:

SUMMARY

AI-31261 **7. H.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Health & Human Services Department:
Requesting authority to enter into a Regional Insertion Order Agreement and approval to execute required Regional Insertion Order Agreement with National CineMedia for the Hidalgo County Health Department for On Screen Regional Segment Advertisement from 3/30/2012 - 4/26/2012 through the following requisition #211762 in the total amount of $4,817.00 (2-1293-441-00-340-012-2-540):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-012-2-540

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: no

BUDGETARY IMPACT:

Amount available for requisition# 211762 as of 3-9-12 $4,817.00 for National Cinemedia LLC.

Attachments

Cine Media-Health Department Requisition

Cine Media-Health Complete

BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2012 02:38 PM
Budget & Management	Erika Zamora	03/08/2012 02:51 PM
Manuel Chapa	Manuel Chapa	03/09/2012 09:10 AM
Auditor's Office	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Matilde Faz Started On: 02/29/2012 08:50 AM

Final Approval Date: 03/09/2012

Requisition

Req # 00211762

PO #

Date: 02/22/12

Consent
#31261
3/13/12

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **JOSIE ESCALANT**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 1 00:15 START DATES: 3/30/12 - 4/26/12 LOCATION:MAIN PLACE # OF SCREENS: 6 # OF WEEKS:4 NET RATE:$5.00 NET MEDIA:$120.00	120.00	120.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 1 00:15 START DATES: 3/30/12 - 4/26/12 LOCATION: MOVIES 10 # OF SCREENS:10 # OF WEEKS:4 NET RATE:$16.00 NET MEDIA: $640.00	640.00	640.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 1 00:15 START DATES: 3/30/12 - 4/26/12 LOCATION: MOVIES 17 # OF SCREENS:17 # OF WEEKS:4 NET RATE: $18.00 NET MEDIA: $1,224.00	1,224.00	1,224.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 1 00:15 START DATES: 3/30/12 - 4/26/12 LOCATION: MOVIES 8 # OF SCREENS: 8 # OF WEEKS: 4 NET RATE: $5.00 NET MEDIA: $160.00	160.00	160.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 1 00:15 START DATES: 3/30/12 - 4/26/12 LOCATION:TINSELTOWN MISSION # OF SCREENS: 17 # OF WEEKS: 4 NET RATE: 18.00 NET MEDIA: $1224.00	1,224.00	1,224.00
1.00	EACH	OM LOBBY ENTERTAINMENT NETWORK DATES: 3/30/12 -4/26/12 LOCATION: MAIN PLACE # OF SCREENS:6 # OF WEEKS: 4 NET RATE: $5.00 NET MEDIA: $20.00	20.00	20.00
1.00	EACH	OM LOBBY ENTERTAINMENT NETWORK DATES: 3/30/12 -4/26/12	60.00	60.00

Authorized By: _____

Requisition

Req # 00211762

PO #

Date: 02/22/12

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		LOCATION: MOVIES 10 # OF SCREENS:10 # OF WEEKS: 4 NET RATE: $15.00 NET MEDIA: $60.00		
1.00	EACH	OM LOBBY ENTERTAINMENT NETWORK DATES: 3/30/12 -4/26/12 LOCATION: MOVIES 17 # OF SCREENS:17 # OF WEEKS: 4 NET RATE: $15.00 NET MEDIA: $60.00	60.00	60.00
1.00	EACH	OM LOBBY ENTERTAINMENT NETWORK DATES: 3/30/12 -4/26/12 LOCATION: MOVIES 8 # OF SCREENS:8 # OF WEEKS: 4 NET RATE: $5.00 NET MEDIA: $20.00	20.00	20.00
1.00	EACH	OM LOBBY ENTERTAINMENT NETWORK DATES: 3/30/12 -4/26/12 LOCATION: TINSELTOWN MISISON # OF SCREENS:17 # OF WEEKS: 4 NET RATE: $15.00 NET MEDIA: $60.00	60.00	60.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78501 # OF WEEKS: 4 NET CPM: $7.49 NET MEDIA: $ 32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78502 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78503 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD ~~DATES: 3/30/12 - 4/26/12~~ LOCATION: NCM PORTFOLIO SITES, 78504 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00

Authorized By: _____

Requisition

Req # 00211762

PO #

Date: 02/22/12

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78505 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00		
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78516 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78537 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78539 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78540 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78541 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78542 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78543 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78557 # OF WEEKS: 4	32.00	32.00

Authorized By: _____

Requisition

Req # 00211762

PO #

Date: 02/22/12

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		NET CPM: $ 7.49 NET MEDIA: $ $32.00		
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78570 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78572 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78573 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78574 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78577 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78579 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78589 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD ~~DATES: 3/30/12 - 4/26/12~~ LOCATION: NCM PORTFOLIO SITES, 78596 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00

Authorized By: _____

Requisition

Req # 00211762

PO #

Date: 02/22/12

Bill To: x
x

Vendor : 370681

NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78599 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM CREATIVE SERVICES	525.00	525.00
		Account No	Encumbrance	
		2-1293-441-00-340-012-2-540	4,817.00	
			Freight	.00
			Total	4,817.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Matilde Faz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 4:45 PM
To: 'Matilde Faz'
Cc: 'Darlene Betancourt'
Subject: FW: National Cinemedia Network "Health & Human Services Department"

Importance: High

Maty:
You or Josie need to e-mail the vendor and request that this language be inserted. Do not send this e-mail to the vendor. Now if the agreement has space in which to add the language, proceed to do so. If not, them request the vendor to include.
Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 3:26 PM
To: 'Martha Salazar'
Cc: 'Matilde Faz'
Subject: RE: National Cinemedia Network "Health & Human Services Department"

Marty,

I have reviewed the agreement. It contains an indemnity provision at paragraph 10, so I would recommend including language that states "To the extent provided for under the Constitution and Laws of the State of Texas."

Otherwise, I approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

FEB 24 2012

Reg# 211762
quote# 1

2/1/2012

A

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

Advertiser Information
Hidalgo Health Department
1304 S. 25th St
Edinburg, TX 78542
Phone: (956) 383-6221
Fax:
Delia Garza
delia.garza@hchd.org

Billing Information
Hidalgo Health Department
1304 S. 25th St
Edinburg, TX 78542
Phone: (956) 383-6221
Fax:
Delia Garza
delia.garza@hchd.org

Account Director: Connie Franco
Phone: (956) 318-0810
Fax: (956) 380-0885
Connie.Franco@ncm.com
Order #: 233198.2
Proposal Type : New Contract
Original Proposal #: N/A

Start Date	End Date	Type of Advertising	Duration	Weight	Job #	TheatreCode	Theatre Name	State	# of Screens	# Wks	Net Rate	Net Media
3/30/2012	4/26/2012	On Screen Regional Segment 1 00:15	00:15	Best Available	240372	CNK114	Main Place	TX	6	4	$5.00	$120.00
3/30/2012	4/26/2012	On Screen Regional Segment 1 00:15	00:15	Best Available	240372	CNK212	Movies 10	TX	10	4	$16.00	$640.00
3/30/2012	4/26/2012	On Screen Regional Segment 1 00:15	00:15	Best Available	240372	CNK093	Movies 17	TX	17	4	$18.00	$1,224.00
3/30/2012	4/26/2012	On Screen Regional Segment 1 00:15	00:15	Best Available	240372	CNK108	Movies 8	TX	8	4	$5.00	$160.00
3/30/2012	4/26/2012	On Screen Regional Segment 1 00:15	00:15	Best Available	240372	CNK261	Tinseltown Mission	TX	17	4	$18.00	$1,224.00
3/30/2012	4/26/2012	LEN Regional LEN 00:15*	00:15	Best Available		CNK114	Main Place	TX	6	4	$5.00	$20.00
3/30/2012	4/26/2012	LEN Regional LEN 00:15*	00:15	Best Available		CNK212	Movies 10	TX	10	4	$15.00	$60.00
3/30/2012	4/26/2012	LEN Regional LEN 00:15*	00:15	Best Available		CNK093	Movies 17	TX	17	4	$15.00	$60.00
3/30/2012	4/26/2012	LEN Regional LEN 00:15*	00:15	Best Available		CNK108	Movies 8	TX	8	4	$5.00	$20.00
3/30/2012	4/26/2012	LEN Regional LEN 00:15*	00:15	Best Available		CNK261	Tinseltown Mission	TX	17	4	$15.00	$60.00
									116			

Online Products

Start Date	End Date	Type of Advertising	Job #	Location	State	Projected Impressions	# Wks	Net CPM	Net Media
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78501	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78502	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78503	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78504	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78505	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78516	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78537	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78539	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78540	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78541	TX	4,275	4	$7.49	$32.00

ncm MEDIA NETWORKS

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

2/1/2012

Start Date	End Date	Type of Advertising	Job #	Location	State	Projected Impressions	# Wks	Net CPM	Net Media
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78542	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78543	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78557	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78570	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78572	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78573	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78574	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78577	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78579	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78589	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78596	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78599	TX	4,275	4	$7.49	$32.00
						94,050			

Payment Method:		Comments & Special Instructions:
___X__ Check	_____ Pay in Full	timed event- April Awareness
_____ Credit Card	___X__ Monthly	
_____ Purchase Order	_____ NET 30	
PO Number:		

Total Media	**$4,292**
Media Services	**$0**
Creative Services	**$525**
Other Services	**$0**
Fulfillment/Staffing Fees	**$0**
Total Due	**$4,817**

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

*** Lobby Entertainment Network**

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM.

Advertiser Name/Title: Date:

National CineMedia, LLC: * Date: 2/2/12

* pending creative approval + client signature of NCM I.O.

NCM MEDIA NETWORKS

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

2/1/2012

Job Number(s): 240372 Contract Number: 233198.2					
A	B	C	D Accounting/Finance Contract Approval Initial Date	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

2/1/12

ncm. MEDIA NETWORKS

Regional Insertion Order Agreement Terms and Conditions

1. NCM Services. Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH UNEXCUSED FAILURE BY NCM WILL BE LIMITED TO NCM'S REPERFORMANCE SOLELY OF THOSE OBLIGATIONS WITH RESPECT TO WHICH THE FAILURE OCCURRED WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER AND WILL NOT AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT.

2. In-Theatre Advertising. All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or movie rating. Any screen count or theatre locations for In-Theatre Advertising set forth on an Order are approximate and the actual screen count and theatre locations will be mutually agreed upon by the parties or selected by NCM in its reasonable discretion.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 2.0 (the "**Terms**"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the Terms and Section III(c) of the Terms is deleted. The terms of this Agreement will control over any contradictory terms set forth in the Terms in the event of a conflict between this Agreement and the Terms.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order under the terms set forth on that Order and in these Terms and Conditions. If Advertiser fails to pay NCM any amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 to 20 business days (dependent upon Advertising vehicle selected) in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising.

6. Content.

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("**Content**") provided by Advertiser for use in the Advertising ("**Advertiser Content**"), as well as the Advertising itself, is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at http://adspecs.ncm.com/www/html/specs.html. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo it other branding of a third party without the prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason, provided that NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate for the exhibition of the Advertising and the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising solely in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("**NCM Content**"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. Promotional Materials. All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("**Promotional Materials**") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. Certain Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre/affiliate approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials will be free from defects, materials or workmanship. If Advertiser ex[illegible] this contract as

Regional Insertion Order Agreement Terms and Conditions

agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense. "To the extend provided for under the Constitution and Laws of the State of Texas."

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination for breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Denver, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.

Matilde Faz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 4:45 PM
To: 'Matilde Faz'
Cc: 'Darlene Betancourt'
Subject: FW: National Cinemedia Network "Health & Human Services Department"

Importance: High

Maty:
You or Josie need to e-mail the vendor and request that this language be inserted. Do not send this e-mail to the vendor. Now if the agreement has space in which to add the language, proceed to do so. If not, them request the vendor to include.
Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 3:26 PM
To: 'Martha Salazar'
Cc: 'Matilde Faz'
Subject: RE: National Cinemedia Network "Health & Human Services Department"

Marty,

I have reviewed the agreement. It contains an indemnity provision at paragraph 10, so I would recommend including language that states "To the extent provided for under the Constitution and Laws of the State of Texas."

Otherwise, I approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

Regional Insertion Order Agreement Terms and Conditions

agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense. "To the extend provided for under the Constitution and Laws of the State of Texas."

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination for breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Denver, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.

AI-31235 **7. I.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation Product Services, Inc. to add additional fuel card(s) and/or driver(s) for:

1. Adult Probation Department
2. Sheriff's Department

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: see below

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

BUDGETARY IMPACT:

See attached expenditure reports for possible funding sources and availability of funds. Purchases are on an as needed basis.

Attachments

adult pro

sheriff

EXP REPORT- Adult Probation

EXP REPORT-Sheriff's Office

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:16 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:51 PM
Rosalinda Cantu	Rosie Cantu	03/01/2012 04:51 PM
Purchasing Department	Nielda Cavazos	03/01/2012 05:03 PM
Rosalinda Cantu	Rosie Cantu	03/02/2012 09:20 AM
Purchasing Department	Marty Salazar	03/02/2012 12:01 PM
Budget & Management	Merlen P. Munoz	03/02/2012 12:57 PM
Rosalinda Cantu	Rosie Cantu	03/02/2012 01:25 PM
Auditor's Office	Arcilia Duran	03/06/2012 04:53 PM

Form Started By: Nielda Cavazos Started On: 02/27/2012 03:32 PM

Final Approval Date: 03/06/2012

FUEL CREDIT CARD REQUEST FORM

2/23/12

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**

FEB 27 2012 By

Department:	ADULT PROBATION
Billing Address:	3100b S. US Bus. Hwy 281
Fuel Card Manager:	MARY LOU ANTONE
	This person can not have use of the fuel card
Phone Number:	956-587-6111
Web user Name:	marylou.antone@hidalgocountycscd.org **Password:**
Hidalgo Co Acct Number:	
Requested By:	Arnold Patrick-Director
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Hilda Veronica Martinez	7/18/1987	182362		
Sislai G. Gomez	1/18/1982	187798		
Priscilla Solis	12/07/1986	185581		
Monica Rodriguez	3/29/1987	187771		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County Sheriff's Office
Billing Address:	P.O. Box 1228 Edinburg, Texas 78539
Fuel Card Manager:	Virginia Rodriguez, Accountant I
	This person can not have use of the fuel card
Phone Number:	956-393-6023 **County Email**:virginia.rodriguez@hidalgoso.org
Web user Name:	**Password:**
Hidalgo Co Acct Number:	2-1100-423-21-280-002-0-626
Requested By:	Anacleto "Sonny" Martinez, Chief Deputy
Original Signature is required	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: Agenda Item No. # 31235

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**
FLORES, IVAN	01-23-1981	3964	11448961	
MERCADO, CLAUDIA	01-09-1985	4584	16814757	
SALINAS, ERIKA	07-08-1982	4452	05458744	
CORTEZ, DAVID	07-21-1980	4362	18243489	

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-423-00-320-034-0-626	ALT INCARCERATION PRG-GASOLINE/DIESEL	12,000.00	12,000.00	.00	.00	.00	100.00
2-1297-423-00-320-002-2-626	BASIC SUPERVISION-GASOLINE/DIESEL	4,436.02	3,436.02	.00	.00	1,000.00	77.46
2-1297-423-00-320-020-2-626	SATF-GASOLINE/DIESEL	13,881.58	3,777.98	903.60	903.60	9,200.00	33.73

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-421-00-280-001-0-626	SHERIFF-GASOLINE/DIESEL	1,391,273.00	25,746.21	220,867.83	220,867.83	1,144,658.96	17.73
2-1100-423-21-280-002-0-626	JAIL-GASOLINE/DIESEL	30,000.00	5,872.90	1,127.10	1,127.10	23,000.00	23.33
2-1284-421-00-280-037-2-626	OCDETF-GASOLINE/DIESEL	2,993.78	630.14	313.64	313.64	2,050.00	31.52
2-1284-421-00-280-048-2-626	STONEGARDEN (DONNA)-GASOLINE/DIESEL	969.75	.00	.00	.00	969.75	.00
2-1284-421-00-280-048-3-626	STONEGARDEN (DONNA)-GASOLINE/DIESEL	3,772.50	.00	.00	.00	3,772.50	.00

AI-31153 **7. J.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County"- RFB No.: 2012-051-04-04-SGS, including the re-advertisement of project in the event no bids and/or rejection responses received and project is still required.

BACKGROUND

1. Current contract expires on 8/10/12:
2. New contract will commence on 8/11/12:
3. Proposed schedule of events:
   1st advertisement: March 17, 2012
   2nd advertisement: March 24, 2012
   Bid Opening date: April 04, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-001-2-423

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

BUDGETARY IMPACT:

WIC Program- $ 15,057.60 as of 02/29/12

Attachments

Procurement-Draft-Legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 10:12 AM
Budget & Management	Merlen P. Munoz	03/01/2012 10:37 AM
Erika Zamora	Erika Zamora	03/01/2012 04:33 PM
Auditor's Office	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Sandy Suarez Started On: 02/21/2012 02:51 PM

Final Approval Date: 03/09/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Margarita Gonzalez, Admin. Assist. II via email: mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: January 27, 2012

RE: Approval of Specifications for: – Hidalgo WIC Program-" Floor Maintenance for all WIC Clinic: located in Hidalgo County"
Bid No. 2012-051-00-00-SGS

Please review the SPECIFICATIONS and verify if all requirements are met by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓ with Modifications	DISAPPROVE [ ]
APPROVE WITH MODIFICATIONS	

Funds Availability: X YES / _____ NO/_____

Other (Specify) ~~with~~ see updated list

Budget Account No.: 2/1292.441.00.350.001.2.423

Norma L. Longoria	Norma L. Longoria	WIC	1/31/12
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Friday, February 03, 2012 @ 3:00 P.M.

Enclosures

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-00-00-SGS
SPECIFICATIONS

SCOPE OF SERVICES:

Hidalgo County is accepting sealed bids for the service of floor maintenance for all leased WIC offices located in Hidalgo County.

- Floors will be maintained on a monthly basis for WIC locations as listed herein. (refer to Location of WIC Clinics)
- Floors must be stripped, sealed and waxed on a monthly basis.
- Floor maintenance will be done after 5:00 p.m. during the week, on the 1st Friday of the month or on the 1st Saturday of the month after 1:00 p.m. or on any other weekend.

REQUIREMENTS:

- Bidder will be responsible for moving furniture and placing back as originally set.
- Bidder is also responsible for any damages within the cleaning site/area.
- Bidder shall provide all necessary labor, supplies, tools, equipment and/or any other materials required to render services for all Clinics specified herein, at no extra cost to Hidalgo County.

LOCATION OF WIC CLINICS

The following locations and/or sites listed below are to be considered minimum. The County reserves the right to request additional Clinics or reduce the number of Clinics as necessary and Vendor agrees to comply with such requests.

	LOCATION/SITE ADDRESS		
1.	Alamo WIC CLINIC -1215 313 E. Business 83 Ste. 113 Alamo, TX. 78516	10.	McAllen WIC CLINIC-1230 3001 N. 23RD STE. 8 McAllen, TX. 78501
2.	Alton WIC CLINIC -1214 3513 E. Main Ave Alton, TX. 785	11.	Mercedes WIC CLINIC -1208 540 S. Texas Mercedes, TX. 78570
3.	Alton WIC CLINIC -1231 3519 W. Main Ave. Ste. B Alton, TX. 785	12.	North San Juan WIC CLINIC -1229 509 E. Earling San Juan, TX. 78589
4.	Donna WIC CLINIC -1206 301 S. 8th Donna, TX. 78537	13.	Pharr WIC CLINIC -1224 925 W. Sam Houston Ste. 3 Pharr, TX. 78577
5.	Edinburg WIC CLINIC -1219 113 Dawson Edinburg, TX. 78539	14.	San Carlos WIC CLINIC -1226 230 N. 86th Edinburg, TX. 78539
6.	Edinburg Adm. Office. C. O. 3105 W. University Dr. Edinburg, TX. 78539	15.	Weslaco WIC CLINIC -1227 417 S. Oregon Weslaco, TX. 78596
7.	La Joya WIC CLINIC -1210 204 W. 2nd La Joya, TX. 78560	16.	South Tower Rd. Cre WIC-1245 1429 S. Tower Rd. Alamo. TX. 78516
8.	Las Milpas WIC CLINIC -1211 7013 S. Cage Ste F Pharr, TX. 78577	17.	~~Sullivan WIC CLINIC-1216~~ ~~371 E. Expressway 83~~ ~~Sullivan City, TX. 78595~~
9.	McAllen WIC CLINIC-1218 220 S. BICENTENNIAL STE. D McAllen, TX. 78501	18.	Rio Grande City WIC clinic 5404 Brand St. Rio Grande City, Tx. 78582

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-04-04-SGS
COMMODITY CODE: 910-25

SPECIFICATIONS

SCOPE OF SERVICES:

Hidalgo County is accepting sealed bids for the service of floor maintenance for all leased WIC offices located in Hidalgo County.

- Floors will be maintained on a monthly basis for WIC locations as listed herein. (refer to Location of WIC Clinics)
- Floors must be stripped, sealed and waxed on a monthly basis.
- Floor maintenance will be done after 5:00 p.m. during the week, on the 1st Friday of the month or on the 1st Saturday of the month after 1:00 p.m. or on any other weekend.

REQUIREMENTS:

- Bidder will be responsible for moving furniture and placing back as originally set.
- Bidder is also responsible for any damages within the cleaning site/area.
- Bidder shall provide all necessary labor, supplies, tools, equipment and/or any other materials required to render services for all Clinics specified herein, at no extra cost to Hidalgo County.

LOCATION OF WIC CLINICS

The following locations and/or sites listed below are to be considered minimum. The County reserves the right to request additional Clinics or reduce the number of Clinics as necessary and Vendor agrees to comply with such requests.

LOCATION/SITE ADDRESS			
1.	Alamo WIC CLINIC -1215 313 E. Business 83 Ste. 113 Alamo, TX. 78516	10.	McAllen WIC CLINIC-1230 3001 N. 23RD STE. 8 McAllen, TX. 78501
2.	Alton WIC CLINIC -1214 3513 E. Main Ave Alton, TX. 785	11.	Mercedes WIC CLINIC -1208 540 S. Texas Mercedes, TX. 78570
3.	Alton WIC CLINIC -1231 3519 W. Main Ave. Ste. B Alton, TX. 785	12.	North San Juan WIC CLINIC -1229 509 E. Earling San Juan, TX. 78589
4.	Donna WIC CLINIC -1206 301 S. 8th Donna, TX. 78537	13.	Pharr WIC CLINIC -1224 925 W. Sam Houston Ste. 3 Pharr, TX. 78577
5.	Edinburg WIC CLINIC -1219 113 Dawson Edinburg, TX. 78539	14.	San Carlos WIC CLINIC -1226 230 N. 86th Edinburg, TX. 78539
6.	Edinburg Adm. Office. C. O. 3105 W. University Dr. Edinburg, TX. 78539	15.	Weslaco WIC CLINIC -1227 417 S. Oregon Weslaco, TX. 78596
7.	La Joya WIC CLINIC -1210 204 W. 2nd La Joya, TX. 78560	16.	South Tower Rd. Crc WIC-1245 1429 S. Tower Rd. Alamo. TX. 78516
8.	Las Milpas WIC CLINIC -1211 7013 S. Cage Ste F Pharr, TX. 78577	17.	Rio Grande City WIC Clinic 5404 Brand St. Rio Grande City, TX. 78582
9.	McAllen WIC CLINIC-1218 220 S. BICENTENNIAL STE. D McAllen, TX. 78501		

DRAFT

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-04-04-SGS
COMMODITY CODE: 910-25

TERMS & CONDITION:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. 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.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6. Hidalgo County reserves the right to add or delete Clinics during the term of the contract under the same rates, terms and conditions.

7. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

8. Hidalgo County reserves the right to award the bid One or to MULTIPLE bidders if the County determines it is in its best interest to do so.

9. Bidder must have been in business for at least two years.

10. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

11. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

12. Termination for cause and for convenience by the grantee of sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000).

13. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
14. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

15. Access by the grantee, the sub grantee, the federal grantor agency, the Comptroller General of the United States, **the State of Texas** or any of their duly authorized representatives to any books.

DRAFT

Documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

16. Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.

17. Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

18. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

DRAFT

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Sandy Suarez, Buyer II, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, MARCH 28, 2012 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, MARCH 30, 2012 by 5:00 P.M.**

DRAFT

EXHIBIT "B"

HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-04-04-SGS COMMODITY CODE: 910-25
BID PAGE

1. The following locations and/or sites listed below are to be considered minimum. The County reserves the right to request additional Clinics or reduce the number of Clinics as necessary and Vendor agrees to comply with such requests.

2. Vendor must thoroughly fill in each section of this section; **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

3. The following listed sites are to be billed to: Hidalgo County WIC Program-Administration Office
3105 W. University Dr.
Edinburg, Tx 78539
Attn: Mague Gonzalez, Admin. Assistant II
956-381-4646

	LOCATION/ADDRESS	MONTHLY RATE		LOCATION/ADDRESS	MONTHLY RATE
1	Alamo WIC Clinic-1215 313 E. Bus. 83 Ste. 113 Alamo, TX. 78516	$	**10**	McAllen WIC Clinic-1230 3001 N. 23rd Ste. 8 McAllen, TX. 78501	$
2	Alton WIC Clinic-1214 3513 E. Main Ave. Alton, TX. 78572	$	**11**	Mercedes WIC-Clinic-1208 540 S. Texas Mercedes, TX. 78570	$
3	Alton WIC Clinic-1231 3519 W. Main Ave. Ste. B Alton, TX. 78572	$	**12**	North San Juan WIC Clinic-1229 509 E. Earling San Juan, TX. 78589	$
4	Donna WIC Clinic-1206 301 S. 8th Donna, TX. 78537	$	**13**	Pharr WIC Clinic-1224 925 W. Sam Houston Ste. 3 Pharr, TX. 78577	$
5	Edinburg WIC Clinic-1219 113 Dawson Edinburg, TX. 78539	$	**14**	San Carlos WIC Clinic-1226 230 N. 86th Edinburg, TX. 78539	$
6	Edinburg Adm. Office. C. O. 3105 W. University Dr. Edinburg, TX. 78539	$	**15**	Weslaco WIC Clinic-1227 417 S. Oregon Weslaco, TX. 78596	$
7	La Joya WIC Clinic-1210 204 W. 2nd La Joya, TX. 78560	$	**16**	South Tower Rd. CRX W-1245 1429 S. Tower Rd. Alamo, TX. 78516	$
8	Las Milpas WIC Clinic-1211 7013 S. Cage Ste F Pharr, TX. 78577	$	**17**	Rio Grande City WIC Clinic 5404 Brand Str. Rio Grande City, TX. 78582	$
9	McAllen WIC Clinic-1218 220 S. Bicentennial Ste. D McAllen, TX. 78501	$			

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELL PHONE:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				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

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

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAMPLE

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-051-00-00

THIS CONTRACT is made and entered into this **11th** day of **August, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR'S NAME** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Floor Maintenance for WIC Clinics Located in Hidalgo County**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County WIC Clinics**. 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

DRAFT

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 Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 11, 2012** and ending on **August 10, 2013** and may be extended at the sole discretion of County for an additional two (2) one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

DRAFT

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

DRAFT

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company VENDOR'S NAME
ADDRESS
CITY, STATE ZIP CODE

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 either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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).

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

DRAFT

EXHIBIT "A"

Request for Bid (RFB)
Procurement Packet

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

Sandy Suarez

From: Rocio Villarreal [rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, February 15, 2012 1:32 PM
To: Sandy Suarez
Subject: Fwd: FW: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request

---- Original Message ----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: 2/16/2012 12:41:16 AM
To: "'Rocio Villarreal'" <rocio.villarreal@co.hidalgo.tx.us>
Subject: FW: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request

YOU'RE ON A ROLL! YOU ROCK!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, February 15, 2012 11:41 AM
To: 'Martha Salazar'
Subject: RE: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 15, 2012 11:22 AM
To: scrain@atlashall.com
Cc: 'Rocio Villarreal'
Subject: FW: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request
Importance: High

Mr, Crain:

Please review, correct/modify, and comment as to form.

Thanks,