**AI-31953** **2. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

## Information

CAPTION

2012 - Hidalgo County Clerk's Office (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4-18-12

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/18/2012 11:06 AM |
| JC Carreon | JC Carreon | 04/18/2012 11:36 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Rene Perez Started On: 04/18/2012 10:52 AM

Final Approval Date: 04/25/2012

# COUNTY OF HIDALGO

## ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 4/18/2012

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 2-1100-415-40-180-001-0

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

Honorable Commissioner's Court of Hidalgo County:

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

| FROM: | | TO: | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | AMOUNT |
| | | | | |
| 535 | POSTAGE | 431 | BLDG&OTHR STRUC R&M | $650.00 |
| 535 | POSTAGE | 583 | TRAVEL OUT OF COUNTY | $2,500.00 |
| 535 | POSTAGE | 584 | REGISTRATION FEES | $1,000.00 |
| 535 | POSTAGE | 671 | REPAIR & MAINT SUPPLIES | $1,200.00 |
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| | | | TOTAL | $5,350.00 |

REASON: To pay for some up coming needed expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540

956.318.2100 ~ fax 956.318.2105

www.hidalgocountyclerk.us

**AI-31919** **2. B.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Yvonne Ramon Submitted By: Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

## Information

CAPTION

2012 - Elections Dept. - 2010 Chapter 19 (1283)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1283-414-00-130-018-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/18/2012.

## Attachments

2010 Chapter 19

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/13/2012 02:59 PM |
| Ana Galvan | Ana Galvan | 04/18/2012 01:51 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Melanie Esparaza Started On: 04/13/2012 02:33 PM

Final Approval Date: 04/25/2012

**DATE:** April 16, 2012

**2012**
**Transfer**

**AI- 31919**

**DEPARTMENT HEAD:** Yvonne Ramon

**DEPARTMENT NAME:** Elections Department

**ACCOUNT NUMBER:** 2-1283-414-00-130-018-0-XXX

**Contact Person:** Melanie Esparza **Ph#:** (956) 318-2570 Ext. 5707

**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, (2).

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION |
|---|---|---|---|
| | | | |
| **320** | **Chapter 19-Professional Services** | **743** | **Chapter 19-Office Furniture and Equipment** |
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**TOTAL**

**REASON**:
**Transfer needed for purchase of a Binding Machine.**

**Approved by** / / **DATE**

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

| AMOUNT |
| --- |
| |
| **$284.99** |
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| |
| **$284.99** |

**AI-31922** **2. C.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Yvonne Ramon Submitted By: Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

## Information

CAPTION

2012 - Elections Dept. - 2011 Chapter 19 (1283)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1283-414-00-130-018-1-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/18/2012.

## Attachments

2011 Chapter 19

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/13/2012 03:16 PM |
| Ana Galvan | Ana Galvan | 04/18/2012 01:44 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Melanie Esparaza Started On: 04/13/2012 03:03 PM

Final Approval Date: 04/25/2012

**DATE:** April 16, 2012

**DEPARTMENT HEAD:** Yvonne Ramon

**DEPARTMENT NAME:** Elections Department

**ACCOUNT NUMBER:** 2-1283-414-00-130-018-1-XXX

**2012**
**Transfer**

**AI- 31922**

COUNTY ELECTIONS ADMINISTRATOR
HIDALGO COUNTY, TEXAS

**Contact Person:** Melanie Esparza **Ph#:** (956) 318-2570 Ext. 5707

**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** | **Chapter 19-Computer Services** | **743** | **Chapter 19-Office Furniture and Equip.** | **$911.00** |
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| | | | **TOTAL** | **$911.00** |

**REASON**:
**Transfer needed for purchase of a Binding Machine.**

**Approved by**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-31899** **2. D.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

## Information

CAPTION

2012 - I.T. Department (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/13/2012.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/12/2012 03:41 PM |
| Ana Galvan | Ana Galvan | 04/18/2012 08:22 AM |
| Auditor's Office | Angela Garcia | 04/18/2012 09:57 AM |
| Ana Galvan | Ana Galvan | 04/18/2012 11:27 AM |

Form Started By: Edna Kirby Started On: 04/12/2012 03:37 PM

Final Approval Date: 04/18/2012

**DATE:** **May 1, 2012**

**DEPARTMENT HEAD:** **Renan Ramirez**

**DEPARTMENT NAME:** **Information Technology Dept.**

**ACCOUNT NUMBER:** **2-1100-415-00-200-001-0-XXX**

**SUBJECT:** **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 412 | CABLE/SATELLITE TV | 743 | OFFICE FURN. & EQUIPMENT | $2,700.00 |
| 601 | OFFICE & COMPUTER SUPPLIES | 743 | OFFICE FURN. & EQUIPMENT | 1,848.66 |
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| | | | **TOTAL** | **$4,548.66** |

**REASON**: **Tranfer is needed to fund expenditures.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** (  /  /  )

**ATTEST COUNTY CLERK**

**AI-31882** **2. E.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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 04/13/2012.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/12/2012 10:40 AM |
| Ana Galvan | Ana Galvan | 04/13/2012 10:42 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Edna Kirby Started On: 04/12/2012 10:27 AM

Final Approval Date: 04/25/2012

**DATE:** **May 1, 2012**

**DEPARTMENT HEAD:** **Renan Ramirez**

**DEPARTMENT NAME:** **Information Technology Dept.**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION | **AMOUNT** |
|---|---|---|---|---|
| 432 | EQUIP & VEH R&M SERVICES | 671 | BLDG & OTHR STRUC R & M SUPPLIES | $88.71 |
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| | | | **TOTAL** | **$88.71** |

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

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** ____/____/____

**ATTEST COUNTY CLERK**

**AI-31889** **2. F.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: NORMA G. GARCIA Submitted By: Jose Munoz, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

## Information

CAPTION

2012 - Treasurer's Office (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-16-150-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/13/2012.

## Attachments

LINE ITEM

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/12/2012 01:56 PM |
| Ana Galvan | Ana Galvan | 04/13/2012 10:51 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Jose Munoz Started On: 04/12/2012 01:44 PM

Final Approval Date: 04/25/2012

# BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 04-12-2012

DEPARTMENT HEAD: NORMA G. GARCIA

DEPARTMENT NAME: TREASURER DEPT

ACCOUNT NUMBER: 2-1100-415-16-150-001-0-XXX

CONTACT PERSON: JOSE MUNOZ

**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 | 535 | Postage and express mail | 13,210.98 |
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| | | | TOTAL | 13,210.98 |

REASON: To appropriate funds to cover costs for postage.

Norma G. Garcia

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**AI-32066** **2. G.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Sergio Cruz Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

2012 - Budget & Mgmt. (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-14-115-001-0-xxx

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

BUDGETARY IMPACT:

Available account balance as of 04/26/12

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/25/2012 01:07 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Angela Garcia Started On: 04/25/2012 11:39 AM

Final Approval Date: 04/25/2012

# BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 04/25/12

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: BUDGET & MGMT.

ACCOUNT NUMBER: 2-1100-415-14-115-001-0-XXX

CONTACT PERSON: ANGELA GARCIA

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

Honorable Commissioner's Court of Hidalgo County:

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

| FROM | | TO | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | AMOUNT |
| | | | | |
| 339 | OTHER PROF. SERVICES | 748 | OTHER EQUIP. | 2,000.00 |
| 339 | OTHER PROF. SERVICES | 780 | CAPITAL LEASES | 500.00 |
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| | | | TOTAL | 2,500.00 |

REASON: PURCHASE SHREDDER AND PAY OUTSTANDING XEROX INVOICES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**AI-31962** **2. H.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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

Department: FIRE MARSHAL'S DEPT.

## Information

CAPTION

2012 - Fire Marshal (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 04-20-12

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/18/2012 02:31 PM |
| Veronica Ortiz | Veronica Ortiz | 04/20/2012 08:58 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Yolanda Orozco Started On: 04/18/2012 02:21 PM

Final Approval Date: 04/25/2012

**DATE:** May 1, 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 |
|---|---|---|---|---|---|
| 2-1100-422-10-300-001-0-605 | Clothing & Uniforms | | 2-1100-422-10-300-001-0-601 | Office Supplies | $500.00 |
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| | | | | | $500.00 |

REASON: To complete purchase of office supplies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-31935** **2. I.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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. #: 2-1293-441-00-340-005-0-604

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

BUDGETARY IMPACT:

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/17/2012 09:05 AM |
| Ana Galvan | Ana Galvan | 04/18/2012 04:19 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Mike Escaname Started On: 04/17/2012 08:46 AM

Final Approval Date: 04/25/2012

Date: April 17, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-005-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

| FROM | | TO | | |
|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | AMOUNT |
| 2-1293-441-00-340-005-0-604 | MEDICAL & LAB SUPPL | 2-1293-441-00-340-005-0-661 | MINOR OFFICE FURN & EQUIP | 625.00 |
| 2-1293-441-00-340-005-0-604 | MEDICAL & LAB SUPPL | 2-1293-441-00-340-005-0-619 | OTHER MISCELLANEOUS SUPPL | 95.00 |
| 2-1293-441-00-340-005-0-604 | MEDICAL & LAB SUPPL | 2-1293-441-00-340-005-0-811 | LICENSES & PERMITS | 325.00 |
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| | | | Amount | $ 1,045.00 |

Reason: Needed to cover anticipated expenditures.

Available Balance on 04/13/12---------->F 1293 P 005 O 604

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

**AI-31947** **2. J.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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. #: 2-1293-441-00-340-008-2-XXX

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

BUDGETARY IMPACT:

Lapsed funding available as of 04/19/2012. See attached salary analysis.

## Attachments

LIT

Sal Analysis

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/17/2012 04:06 PM |
| Sylvia Solis | Sylvia Solis | 04/19/2012 10:58 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Mike Escaname Started On: 04/17/2012 02:13 PM

Final Approval Date: 04/25/2012

Date: April 17, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-008-2- T.B. CONTROL
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

| FROM | | TO | |
|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) |
| 2-1293-441-00-340-008-2-113 | T.B. CONTROL-REG F/T EMPL | 2-1293-441-00-340-008-2-550 | T.B. CONTROL-PRINTING & BINI |
| 2-1293-441-00-340-008-2-113 | T.B. CONTROL-REG F/T EMPL | 2-1293-441-00-340-008-2-607 | T.B. CONTROL-HOUSEHOLD & J |
| 2-1293-441-00-340-008-2-113 | T.B. CONTROL-REG F/T EMPL | 2-1293-441-00-340-008-2-601 | T.B. CONTROL-OFFICE & COMP |
| 2-1293-441-00-340-008-2-113 | T.B. CONTROL-REG F/T EMPL | 2-1293-441-00-340-008-2-619 | T.B. CONTROL- OTHER MISCEL |
| 2-1293-441-00-340-008-2-260 | T.B. CONTROL-WORKERS CO | 2-1293-441-00-340-008-2-604 | T.B. CONTROL- MEDICAL & LAB |
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**Revenue Account**
Amount Requested: $ 15,499.00

Reason: Line item transfer needed to cover anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

| |
|---|
| AMOUNT |
| $1,000.00 |
| $5,000.00 |
| $ 5,000.00 |
| $ 200.00 |
| $ 4,299.00 |
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| $15,499.00 |

**TB CONTROL FY 12**

**GRANT ENDING 08/31/2012**

**Projection of Salaries and Fringes for the remainder of the TB CONTROL FY 12 period ending 08/31/12**

| | | *COST PER PAY PERIOD | REMAINING PAY PERIODS | COST FOR REMAINING PDS | BUDGET BALANCE 4/12/2012 | ANTICIPATED SURPLUS (DEFICIT) |
|---|---|---|---|---|---|---|
| Salaries-F/T | 113 | $ 12,336.46 | 11.5 | $ 141,869.29 | $ 157,396.76 | $ 15,527.47 |
| **Sub-Total Pay** | | | | | | **$ 15,527.47** |
| | | | | | | |
| Health Insurance | 211 | $ 1,305.45 | 11 | $ 14,359.95 | $ 19,651.67 | $ 5,291.72 |
| Life Insurance | 212 | $ 19.20 | 6 | $ 115.20 | $ 127.69 | $ 12.49 |
| Fica | 220 | $ 925.81 | 11.5 | $ 10,646.82 | $ 12,257.12 | $ 1,610.31 |
| Retirement | 230 | $ 1,227.44 | 11.5 | $ 14,115.56 | $ 14,805.91 | $ 690.35 |
| Unemployment Comp. | 250 | $ 61.67 | 11.5 | $ 1,053.76 | $ 2,415.53 | $ 1,361.78 |
| Worker's Comp | 260 | $ - | 0 | $ - | $ 4,299.00 | $ 4,299.00 |
| **Sub-Fringes** | | | | | | **$ 13,265.64** |
| | | **$ 15,876.03** | | **$ 182,160.57** | **$ 210,953.68** | **$ 28,793.11** |

Health Insurance is paid twice per month only.
Life Insurance is paid once per month only.

Pay Periods Remaining at 04/12/2012:

| | | | |
|---|---|---|---|
| 1 | pp 08 | 4/20/2012 | |
| 2 | pp 09 | 5/4/2012 | |
| 3 | pp 10 | 5/18/2012 | |
| 4 | pp 11 | 6/1/2012 | |
| 5 | pp 12 | 6/15/2012 | |
| 6 | pp 13 | 6/29/2012 | |
| 7 | pp 14 | 7/13/2012 | |
| 8 | pp 15 | 7/27/2012 | |
| 9 | pp 16 | 8/10/2012 | |
| 10 | pp 17 | 8/24/2012 | |
| 11 | pp 18 | 9/7/2012 | |
| 12 | pp 19 | 9/21/2012 | 5 days only |

Detail Expenditure Report -----> Detail Exp Report

Prepared by Mike Escaname
Health Human Services Dept.
04/17/2012

**AI-31951** **2. K.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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. #: 2-1293-441-00-340-011-0-604

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

BUDGETARY IMPACT:

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/17/2012 04:07 PM |
| Ana Galvan | Ana Galvan | 04/24/2012 10:48 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Mike Escaname Started On: 04/17/2012 03:19 PM

Final Approval Date: 04/25/2012

Date: April 17, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-011-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

| FROM | | TO | |
|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) |
| 2-1293-441-00-340-011-0-604 | MEDICAL & LAB SUPPLIES | 2-1293-441-00-340-011-0-607 | HOUSEHOLD & JANITORIAL SUPPLIES |
| 2-1293-441-00-340-011-0-604 | MEDICAL & LAB SUPPLIES | 2-1293-441-00-340-011-0-664 | OTHER MINOR EQUIPMENT |
| | | | |
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| | | | |
| | | | Amount |

**Revenue Account**
Amount Requested: $ 3,322.00

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

| AMOUNT |
| --- |
| $ 3,000.00 |
| $ 322.00 |
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| $ 3,322.00 |

**AI-31917** **2. L.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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. #: 2-1293-441-00-340-005-0-604

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

BUDGETARY IMPACT:

Funds available as of 04/18/2012.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/13/2012 02:21 PM |
| Ana Galvan | Ana Galvan | 04/18/2012 02:57 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Mike Escaname Started On: 04/13/2012 02:14 PM

Final Approval Date: 04/25/2012

Date: April 13, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-005-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

| FROM | | TO | | |
|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | AMOUNT |
| 2-1293-441-00-340-005-0-604 | MEDICAL & LAB SUPPL | 2-1293-441-00-340-005-0-661 | MINOR OFFICE FURN & EQUIP | $2,000.00 |
| 2-1293-441-00-340-005-0-604 | MEDICAL & LAB SUPPL | 2-1293-441-00-340-005-0-745 | COMPUTER EQUIPMENT | $2,500.00 |
| 2-1293-441-00-340-005-0-604 | MEDICAL & LAB SUPPL | 2-1293-441-00-340-005-0-811 | LICENSES & PERMITS | $ 1,800.00 |
| | | | | |
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| | | | Amount | $ 6,300.00 |

Reason: Needed to cover anticipated expenditures.

Available Balance on 04/13/12---------->F 1293 P 005 O 604

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

**AI-31963** **2. M.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

## Information

CAPTION

2012 - Human Services (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/18/2012.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/18/2012 02:32 PM |
| Ana Galvan | Ana Galvan | 04/18/2012 03:47 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Dairen Sarmiento Started On: 04/18/2012 02:30 PM

Final Approval Date: 04/25/2012

**DATE:** May 1, 2012
**DEPARTMENT HEAD:** Dairen Sarmiento
**DEPARATMENT NAME:** ***HUMAN SERVICES***
**ACCOUNT NUMBER:** 2-1100-444-00-240-001-0-

**SUBJECT:** BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

| **FROM:** | | **TO:** | | |
|---|---|---|---|---|
| **OBJECT CODE** | **OBJECT NAME** | **OBJECT CODE** | **OBJECT NAME** | **AMOUNT** |
| 601 | Office & Computer Supplies | 667 | Minor Software | $ 314.19 |
| | | | TOTAL | $ 314.19 |

reason: To order VISIO flowchart software

*Dairen Sarmiento* 4/18/2012
Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

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

**AI-31914** **2. N.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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

Department: WIC

## Information

CAPTION

2012 - WIC (1292)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-001-2-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/18/2012.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/13/2012 12:54 PM |
| Ana Galvan | Ana Galvan | 04/18/2012 02:44 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Margarita Gonzalez Started On: 04/13/2012 11:53 AM

Final Approval Date: 04/25/2012

| | |
|---|---|
| DATE: | 04/12/12 |
| WIC DIRECTOR: | NORMA LONGORIA |
| DEPARTMENT NAME: | HIDALGO COUNTY WIC PROGRAM |
| ACCOUNT NUMBER: | 2.1292.441.00.350.001.2. WIC |
| SUBJECT: | BUDGET LINE ITEM TRANSFER |

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | | TO | | | |
|---|---|---|---|---|---|---|
| ACCOUNT NUMBER | | ACCOUNT NAME | ACCOUNT NUMBER | | ACCOUNT NAME | AMOUNT |
| 2.1292.441.00.350.001.2 | 581 | In County Travel | → 2.1292.441.00.350.001.2 | 412 | Cable/Satellite TV | 7,000.00 |
| | | | | | Total: | 7,000.00 |

REASON: To encumber cost for for the FY 2012.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS' COURT DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-31906** **2. O.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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

Department: WIC

## Information

CAPTION

2012 - WIC (1292)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-001-2-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/18/2012.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/13/2012 11:52 AM |
| Ana Galvan | Ana Galvan | 04/18/2012 09:19 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Margarita Gonzalez Started On: 04/12/2012 06:03 PM

Final Approval Date: 04/25/2012

DATE: 04/12/12

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 2.1292.441.00.350.001.2. WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | | | TO | | | |
|---|---|---|---|---|---|---|---|
| ACCOUNT NUMBER | | ACCOUNT NAME | | ACCOUNT NUMBER | | ACCOUNT NAME | AMOUNT |
| 2.1292.441.00.350.001.2 | 604 | Medical & Lab Supplies | → | 2.1292.441.00.350.001.2 | 630 | Food | 100.00 |
| | | | | | | Total: | 100.00 |

REASON: To encumber cost for a food demo for Nutrition Education Class.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS' COURT DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-32074** **2. P.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Sheriff Guadalupe Trevino Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

## Information

CAPTION

2012 - Sheriff's Office U.S. Department of Justice (1229)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1229-421-00-280-007-0

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

BUDGETARY IMPACT:

Funds available as of 04/25/12 - $57,500.00

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 04/25/2012 02:38 PM |
| Budget & Management | Merlen P. Munoz | 04/25/2012 02:47 PM |
| Veronica Ortiz | Veronica Ortiz | 04/26/2012 03:51 PM |
| Auditor's Office | Angela Garcia | 04/27/2012 04:29 PM |

Form Started By: Rosie Hinojosa Started On: 04/25/2012 02:04 PM

Final Approval Date: 04/27/2012

**DATE:** 4/25/2012

**DEPARTMENT HEAD:** Sheriff Guadalupe "Lupe" Trevino

**DEPARTMENT NAME:** Sheriff's Federal Sharing - U.S. Department of Justice

**ACCOUNT NUMBER:** 2-1229-421-00-280-007-0

**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 |
| 2-1229-421-00-280-007-0-748 | Other Equipment | ➔ | 2-1229-421-00-280-007-0-439 | Repair & Maintenance Services - Other | 200.00 |
| 2-1229-421-00-280-007-0-748 | Other Equipment | ➔ | 2-1229-421-00-280-007-0-745 | Computer Equipment | 13,000.00 |
| | | ➔ | | | |
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| **T O T A L** | | | | | **$13,200.00** |

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

_____

**DEPARTMENT HEAD SIGNATURE**

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

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

**AI-31903** **2. Q.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: COURT OF CIVIL APPEALS

## Information

CAPTION

2012 - 13th Court of Appeals (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-040-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/12/12.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/13/2012 07:55 AM |
| Veronica Ortiz | Veronica Ortiz | 04/20/2012 08:56 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Sylvia Solis Started On: 04/12/2012 04:40 PM

Final Approval Date: 04/25/2012

**DATE:** April 12, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for 13th Court of Appeals

**ACCOUNT NUMBER:** 2-1100-412-00-040-001-0-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 |
|---|---|---|---|---|
| | | | | |
| 431 | BLDG&OTHR STRUC R&M SRV | 665 | MINOR COMPUTER EQUIPMENT | 17.00 |
| 619 | OTHER MISC SUPPLIES | 665 | MINOR COMPUTER EQUIPMENT | 279.97 |
| 531 | TELEPHONE | 665 | MINOR COMPUTER EQUIPMENT | 88.03 |
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| | | | TOTAL | 385.00 |

**REASON**:
**Intradepartmental Transfer to fund minor computer equipment.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-31964** **2. R.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Joel E. x6412 Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2012 - 93rd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-002-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4-18-12

Attachments

form

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/18/2012 03:04 PM |
| JC Carreon | JC Carreon | 04/18/2012 03:50 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Monica Badillo Started On: 04/18/2012 02:36 PM

Final Approval Date: 04/25/2012

**DATE:** **April 18, 2012**

**DEPARTMENT HEAD:** **Judge Rudy Delgado** **Joel E. Ext. 6412**

**DEPARTMENT NAME:** **93rd District Court**

**ACCOUNT NUMBER:** **2-1100-412-00-002-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION | **AMOUNT** |
|---|---|---|---|---|
| | | | | |
| | | | | |
| **890** | Other | **431** | R & M Serv. - Bldg. & other struct. | **900.00** |
| | | | | |
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**AI-31930** **2. S.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Israel Ramon, Judge 430th D.C. Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

2012 - 430th D.C. (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?: N

BUDGETARY IMPACT:

Funds available as of 04/16/2012.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/17/2012 07:59 AM |
| Veronica Ortiz | Veronica Ortiz | 04/20/2012 08:56 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Ana Galvan Started On: 04/16/2012 04:47 PM

Final Approval Date: 04/25/2012

DATE: April 16, 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 Government Code, Chapter 111, Subchapter C.

| FROM | | TO | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | AMOUNT |
| 890 | Other | 601 | Office & Computer Supplies | 500.00 |
| 890 | Other | 583 | Out of County Employee Travel | 1,500.00 |
| | | | | |
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| | | | TOTAL | 2,000.00 |

REASON: Transfer is needed to fund expenditures in office & computer supplies and for out of county employee travel.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-31921** **2. T.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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

Department: COUNTY COURT #1

## Information

CAPTION

2012 - CCL #1 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-021-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/18/2012.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/13/2012 03:07 PM |
| Ana Galvan | Ana Galvan | 04/18/2012 03:54 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Dora Gutierrez Started On: 04/13/2012 02:58 PM

Final Approval Date: 04/25/2012

# INTRA-DEPARTMENTAL TRANSFER

DATE: **April 30, 2012**

DEPARTMENT HEAD: **JUDGE RUDY GONZALEZ**

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

ACCOUNT NUMBER: **2-1100-412-00-021-001-0**

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT NAME | TO OBJECT CODE | OBJECT NAME | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 890 | OTHER | 640 | REFERENCE MATERIALS | $ 500.00 |
| 890 | OTHER | 855 | LATE FEES, PENALTIES, AND FINANCE CHARGES | $ 226.29 |
| | | | | |
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| | | | TOTAL | $ 726.29 |

**REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.**

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**AI-32002** **2. U.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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?:

BUDGETARY IMPACT:

Available account balance as of 04/26/12

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/20/2012 12:56 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Angela Garcia Started On: 04/20/2012 11:38 AM

Final Approval Date: 04/25/2012

# BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 04/20/12

DEPARTMENT HEAD: HON. HOMERO GARZA

DEPARTMENT NAME: PROBATE COURT

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

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 | 745 | COMPUTER EQUIP. | 1,206.82 |
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| | | | TOTAL | 1,206.82 |

REASON: PURCHASE COMPUTER

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**AI-32052** **2. V.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Naomi De Smith Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY COURT #7

## Information

CAPTION

2012 - CCL #7 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-027-001-0-xxx

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

BUDGETARY IMPACT:

Available account balance as of 04/26/12

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/24/2012 04:19 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Angela Garcia Started On: 04/24/2012 03:59 PM

Final Approval Date: 04/25/2012

**BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST**

DATE: 04/24/12

DEPARTMENT HEAD: HON. ROLANDO CANTU

DEPARTMENT NAME: CCL #7

ACCOUNT NUMBER: 2-1100-412-00-027-001-0-XXX

CONTACT PERSON: NAOMI DE SMITH

**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 | 1,000.00 |
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| | | | TOTAL | 1,000.00 |

REASON: PURCHASE ENVELOPES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**AI-31901** **2. W.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: IRENE CARDENAS, J.P. 1, 2

Department: J.P. 1, 2

## Information

CAPTION

2012 - J.P. 1/2 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-062-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4-12-12

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/12/2012 04:00 PM |
| JC Carreon | JC Carreon | 04/12/2012 04:51 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: IRENE CARDENAS Started On: 04/12/2012 03:56 PM

Final Approval Date: 04/25/2012

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: April 12, 2012

DEPARTMENT HEAD: Jesus E. Morales

DEPARTMENT NAME: Justice of the Peace Precint 1 Place 2 - (062)

ACCOUNT NUMBER: 2-1100-412-00-062-001-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

| FROM: | | TO: | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | AMOUNT |
| 535 | Postage | 583 | Travel out of County | $350.00 |
| 535 | Postage | 584 | Registration Fees | $300.00 |
| 550 | Printing & Binding | 583 | Travel out of County | $92.00 |
| 810 | Dues & Membership | 583 | Travel out of County | $200.00 |
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| | | | **TOTAL** | **$942.00** |

REASON: Transfer funds to attend Annual Conference for TX Justice of the Peace & Constable's Assoc. on June 24-27, 2012 in South Padre Island, TX.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

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**AI-32100** **2. X.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Kimberly Echavarria, J.P. 3, 1

Department: J.P. 3, 1

## Information

CAPTION

2012 - J.P. 3/1 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-065-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/27/2012.

## Attachments

2012 Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/26/2012 10:13 AM |
| Ana Galvan | Ana Galvan | 04/27/2012 11:50 AM |
| Auditor's Office | Angela Garcia | 04/27/2012 04:29 PM |

Form Started By: Kimberly Echavarria Started On: 04/26/2012 10:06 AM

Final Approval Date: 04/27/2012

2012 Line Item Transfer(s)
Justice of the Peace Pct. 3 Pl. 1

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | | | | | | | | | TO | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ACCOUNT NUMBER | | | | | | | | ACCOUNT NAME | | ACCOUNT NUMBER | | | | | | | | ACCOUNT NAME | AMOUNT |
| 2 | 1100 | 412 | 00 | 065 | 001 | 0 | 640 | Reference Materials | -> | 2 | 1100 | 412 | 00 | 065 | 001 | 0 | 584 | Registration Fees | $ 250.00 |
| | | | | | | | | | -> | | | | | | | | | | |
| 2 | 1100 | 412 | 00 | 065 | 001 | 0 | 535 | Postage | -> | 2 | 1100 | 412 | 00 | 065 | 001 | 0 | 584 | Registration Fees | $ 70.00 |
| | | | | | | | | | -> | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | $ 320.00 |

**REASON:** **The above $320.00 is to be transferred to the designated object code(s) for 2012 registration fees expense(s).**

Luis J. Garza
DEPARTMENT HEAD

4/26/2012

APPROVED COMMISSIONERS' COURT | DATE | ATTEST COUNTY CLERK

**AI-32014** **2. Y.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

## Information

CAPTION

2012 - Pct. #1 BCAP (1312)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-121-461-0-899

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

BUDGETARY IMPACT:

## Attachments

LIT Mid-Valley Estates Subdivision

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/23/2012 10:57 AM |
| Ana Galvan | Ana Galvan | 04/24/2012 10:43 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Marcie Jackson Started On: 04/23/2012 09:03 AM

Final Approval Date: 04/25/2012

**DATE:** April 23, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program
**Precinct 1 BCAP (1312)**

**ACCOUNT NUMBER:** 2-1312-431-00-121-461-0-899

**AI-32014** **05/01/12**

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

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

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, (2).

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION |
|---|---|---|---|
| | | | |
| 899 | MID-VALLEY ESTATES-CONTINGENCY | 731 | MID-VALLEY ESTATES-ROADS |
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EXAS

(2).

§ 111.070, Item C

| AMOUNT | |
|---|---|
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| $ | 29,161.80 |
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**AI-32011** **2. Z.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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

Department: COMM. PCT. #2

## Information

CAPTION

2012 - Pct. #2 Parks (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $45,361.27 as of 4/20/2012
From 890 ------> 623 $150.00

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/23/2012 02:49 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Yolanda Cisneros Started On: 04/20/2012 05:20 PM

Final Approval Date: 04/25/2012

**DATE:** April 20, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Hector "Tito" Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct No. 2 Park Department

**ACCOUNT NUMBER:** 2-1100-431-00-122-008-0-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 | 623 | BOTTLE GAS | $150.00 |
| | | | | |
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**AI-31877** **2. AA.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

## Information

CAPTION

2012 - Pct. #2 BCAP (1312) (8)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

## Attachments

LIT - ALDAMAS SUBDIVISION

LIT - CITRIANA VILLAGE SUBDIVISION

LIT - LAS MILPAS SUBDIVISION

LIT - LOS ENCINOS NO.1 SUBDIVISION

LIT - LOS ENCINOS NO.2 SUBDIVISION

LIT - MCCOLL ESTATES SUBDIVISION

LIT - MESQUITE ACRES SUBDIVISION

LIT - SUNDOWNERS RTMNT CTR SUBDIVISION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/12/2012 02:11 PM |
| Veronica Ortiz | Veronica Ortiz | 04/20/2012 08:56 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Marcie Jackson Started On: 04/12/2012 09:03 AM

Final Approval Date: 04/25/2012

**DATE:** April 11, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-122-937-0-XXX

**AI-31877 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | ALDAMAS SUBD 1 AND 2-OTHER PROF SRVS | 899 | ALDAMAS SUBD 1 AND 2-CONTINGENCY | $11,087.14 |
| 841 | ALDAMAS SUBD 1 AND 2-AID TO GOVT AGENCY | 899 | ALDAMAS SUBD 1 AND 2-CONTINGENCY | $29,877.94 |
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| | | | TOTAL | $40,965.08 |

**REASON**:

**Transfer is needed due to project completion and account numbers are no longer needed.**

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**DATE:** April 11, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-122-154-0-XXX

**AI-31877 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 334 | CITRIANA VILLAGE SUBD-ENG & ARCH SRV | 899 | CITRIANA VILLAGE SUBD-CONTINGENCY | $44,375.45 |
| 339 | CITRIANA VILLAGE SUBD-OTHER PROF SRVS | 899 | CITRIANA VILLAGE SUBD-CONTINGENCY | $13,179.86 |
| 841 | CITRIANA VILLAGE SUBD-AID TO GOVT AGENCY | 899 | CITRIANA VILLAGE SUBD-CONTINGENCY | $37,237.05 |
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| | | | TOTAL | $94,792.36 |

**REASON**:
**Transfer is needed due to project completion and account numbers are no longer needed.**

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**DATE:** April 11, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-122-413-0-XXX

**AI-31877 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | LAS MILPAS SUBD-OTHER PROF SRVS | 899 | LAS MILPAS SUBD-CONTINGENCY | $5,538.89 |
| 540 | LAS MILPAS SUBD-ADVERTISING | 899 | LAS MILPAS SUBD-CONTINGENCY | $600.00 |
| 841 | LAS MILPAS SUBD-AID TO GOVT AGENCY | 899 | LAS MILPAS SUBD-CONTINGENCY | $932.14 |
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| | | | TOTAL | $7,071.03 |

**REASON**:
**Transfer is needed due to project completion and account numbers are no longer needed.**

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**DATE:** April 11, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-122-890-0-XXX

**AI-31877 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | LOS ENCINOS NO.1 SUBD-OTHER PROF SRVS | 899 | LOS ENCINOS NO.1 SUBD-CONTINGENCY | $545.69 |
| 731 | LOS ENCINOS NO.1 SUBD-ROADS | 899 | LOS ENCINOS NO.1 SUBD-CONTINGENCY | $23,131.09 |
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| | | | TOTAL | **$23,676.78** |

**REASON**:

**Transfer is needed due to project completion and account numbers are no longer needed.**

_____ ____/____/____

**DEPARTMENT HEAD SIGNATURE** **DATE**

_____ _____

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

**DATE:** April 11, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-122-891-0-XXX

**AI-31877 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | LOS ENCINOS NO.2 SUBD-OTHER PROF SRVS | 899 | LOS ENCINOS NO.2 SUBD-CONTINGENCY | $5,512.11 |
| 731 | LOS ENCINOS NO.2 SUBD-ROADS | 899 | LOS ENCINOS NO.2 SUBD-CONTINGENCY | $48,159.62 |
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**DATE:** April 11, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-122-454-0-XXX

**AI-31877 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | MCCOLL ESTATES SUBD-OTHER PROF SRVS | 899 | MCCOLL ESTATES SUBD-CONTINGENCY | $5,290.35 |
| 841 | MCCOLL ESTATES SUBD-AID TO GOVT AGENCY | 899 | MCCOLL ESTATES SUBD-CONTINGENCY | $309.85 |
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| | | | TOTAL | $5,600.20 |

**REASON**:
**Transfer is needed due to project completion and account numbers are no longer needed.**

_____ / / _____

**DEPARTMENT HEAD SIGNATURE** **DATE**

_____ _____

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

**DATE:** April 11, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-122-460-1-XXX

**AI-31877 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 731 | MESQUITE ACRES SUBD-ROADS | 899 | MESQUITE ACRES SUBD-CONTINGENCY | $30.00 |
| 841 | MESQUITE ACRES SUBD-AID TO GOVT AGENCY | 899 | MESQUITE ACRES SUBD-CONTINGENCY | $13,328.40 |
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| | | | TOTAL | $13,358.40 |

**REASON**:

**Transfer is needed due to project completion and account numbers are no longer needed.**

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**DATE:** April 11, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-122-940-0-XXX

**AI-31877 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | SUNDOWNERS RTMNT CTR SUBD-OTHER PROF | 899 | SUNDOWNERS RTMNT CTR SUBD- | $8.00 |
| 841 | SUNDOWNERS RTMNT CTR SUBD-AID TO GOVT | 899 | SUNDOWNERS RTMNT CTR SUBD- | $26,743.82 |
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| | | | TOTAL | $26,751.82 |

**REASON**:

**Transfer is needed due to project completion and account numbers are no longer needed.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-31987** **2. BB.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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

Department: COMM. PCT. #2

## Information

CAPTION

2012 - CO2010, A&B-Pct. #2 Lopezville Park (1342)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-452-00-122-054-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $20,098.46 as of 4/19/2012
From 719 -----> 711 $4,000.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/19/2012 02:03 PM |
| Veronica Ortiz | Veronica Ortiz | 04/20/2012 08:56 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Yolanda Cisneros Started On: 04/19/2012 01:32 PM

Final Approval Date: 04/25/2012

**DATE:** April 19, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Hector "Tito" Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct No. 2
CIP FUNDS - CO2010A&B ACCOUNT

**ACCOUNT NUMBER:** 2-1342-452-00-122-054-0-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 |
|---|---|---|---|---|
| 719 | LAND | 711 | ROW | $4,000.00 |
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| | | | TOTAL | $4,000.00 |

**REASON**:
**Transfer needed for funding of additional LEGAL SERVICES from ATLAS & HALL, L.L.P.**

**DEPARTMENT HEAD SIGNATURE**

4/19/2012
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-32010** **2. CC.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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 $34,666.48 as of 4/20/2012
From 890 ---- 664 $5,000.00

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/23/2012 02:48 PM |
| Ana Galvan | Ana Galvan | 04/24/2012 10:42 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Yolanda Cisneros Started On: 04/20/2012 05:15 PM

Final Approval Date: 04/25/2012

**DATE:** April 20, 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 | 664 | OTHER MINOR EQUIPMENT | $5,000.00 |
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**AI-31888** **2. DD.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

## Information

CAPTION

2012 - Pct. #3 BCAP (1312)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1312-431-00-123-XXX-X-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4-12-12

## Attachments

LIT - BASHAM NO.14 SUBDIVISION

LIT - ARIEL HINOJOSA SUBDIVISION

LIT - BASHAM NO.18 SUBDIVISION

LIT - HILDA NO.2 SUBDIVISION

LIT - LA SUENA SUBDIVISION

LIT - LOMA LINDA SUBDIVISION

LIT - RAMON LEAL SUBDIVISION

LIT - LA HOMA GROVE SUBDIVISION

LIT - MONICA ACRES SUBDIVISION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/12/2012 03:00 PM |
| JC Carreon | JC Carreon | 04/12/2012 03:53 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Marcie Jackson Started On: 04/12/2012 01:39 PM

Final Approval Date: 04/25/2012

**DATE:** April 12, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 3 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-123-079-0-XXX

**AI-31888 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 540 | BASHAM NO.14 SUBD-ADVERTISING | 899 | BASHAM NO.14 SUBD-CONTINGENCY | $489.30 |
| 731 | BASHAM NO.14 SUBD-ROADS | 899 | BASHAM NO.14 SUBD-CONTINGENCY | $3,563.50 |
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**DATE:** April 12, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 3 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-123-055-0-XXX

**AI-31888 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 540 | ARIEL HINOJOSA SUBD-ADVERTISING | 899 | ARIEL HINOJOSA SUBD-CONTINGENCY | $489.30 |
| 731 | ARIEL HINOJOSA SUBD-ROADS | 899 | ARIEL HINOJOSA SUBD-CONTINGENCY | $6,907.00 |
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| | | | TOTAL | $7,396.30 |

**REASON**:

**Transfer is needed due to project completion and account numbers are no longer needed.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**DATE:** April 12, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 3 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-123-082-0-XXX

**AI-31888 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | BASHAM NO.18 SUBD-OTHER PROFESSIONAL | 899 | BASHAM NO.18 SUBD-CONTINGENCY | $2,342.48 |
| 731 | BASHAM NO.18 SUBD-ROADS | 899 | BASHAM NO.18 SUBD-CONTINGENCY | $15,457.23 |
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**DATE:** April 12, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 3 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-123-324-0-XXX

**AI-31888 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | HILDA SUBD NO.2-OTHER PROFESSIONAL SRVS | 899 | HILDA SUBD NO.2-CONTINGENCY | $1,505.95 |
| 731 | HILDA SUBD NO.2-ROADS | 899 | HILDA SUBD NO.2-CONTINGENCY | $18,960.21 |
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| | | | TOTAL | $20,466.16 |

**REASON**:

**Transfer is needed due to project completion and account numbers are no longer needed.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**DATE:** April 12, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 3 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-123-397-0-XXX

**AI-31888 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | LA SUENA SUBDIVISION-OTHER PROF SRVS | 899 | LA SUENA SUBDIVISION-CONTINGENCY | $3,016.83 |
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| | | | TOTAL | $3,016.83 |

**REASON**:
**Transfer is needed due to project completion and account numbers are no longer needed.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**DATE:** April 12, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 3 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-123-421-0-XXX

**AI-31888 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | LOMA LINDA SUBDIVISION-OTHER PROF SRVS | 899 | LOMA LINDA SUBDIVISION-CONTINGENCY | $8,980.97 |
| 731 | LOMA LINDA SUBDIVISION-ROADS | 899 | LOMA LINDA SUBDIVISION-CONTINGENCY | $29,224.35 |
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**DATE:** April 12, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 3 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-123-591-0-339

**AI-31888 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
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| 339 | RAMON LEAL SUBDIVISION-OTHER PROF SRVS | 899 | RAMON LEAL SUBDIVISION-CONTINGENCY | $136.81 |
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**DATE:** April 12, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 3 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-123-380-0-XXX

**AI-31888 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 339 | LA HOMA GROVE ESTATES-OTHER PROF SRVS | 899 | LA HOMA GROVE ESTATES-CONTINGENCY | $983.62 |
| 731 | LA HOMA GROVE ESTATES-ROADS | 899 | LA HOMA GROVE ESTATES-CONTINGENCY | $2,847.00 |
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**DATE:** April 12, 2012

**2012**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program for PCT. NO. 3 BCAP- (1312)

**ACCOUNT NUMBER:** 2-1312-431-00-123-470-1-731

**AI-31888 05/01/12**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
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| 731 | MONICA ACRES SUBDIVISION-ROADS | 899 | MONICA ACRES SUBDIVISION-CONTINGENCY | $2,562.00 |
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| | | | TOTAL | $2,562.00 |

**REASON**:

**Transfer is needed due to project completion and account numbers are no longer needed.**

_____ ____/____/____

**DEPARTMENT HEAD SIGNATURE** **DATE**

_____ _____

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

**AI-31913** **2. EE.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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

Department: COMM. PCT. #3

## Information

CAPTION

2012 - Pct. #3 Parks (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-123-008-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/18/2012.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/13/2012 11:55 AM |
| Ana Galvan | Ana Galvan | 04/18/2012 01:24 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Norma Ceballos Started On: 04/13/2012 11:42 AM

Final Approval Date: 04/25/2012

# INTRA-DEPARTMENTAL TRANSFER

DATE: April 13, 2012

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 2-1100-452-00-123-008-0-XXX

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following intradepartmental transfers in accordance with Local Government Code, Chapter 111, Subchapter C.

| FROM OBJECT CODE | OBJECT NAME | TO OBJECT CODE | OBJECT NAME | AMOUNT |
|---|---|---|---|---|
| 671 | Bldg & Other Structures R&M Supplies | 532 | Wireless Devices | $ 1,200.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$ 1,200.00** |

**REASON:** Transfer is needed to fund expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-32037** **3. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

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

Department: BUDGET & MANAGEMENT

## Information

CAPTION

Constable Pct. 4 (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Constable Pct. 4 in the amount of $623.00 to fund police supply expenditures.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/24/12.

## Attachments

Interdept transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/24/2012 10:03 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Erika Zamora Started On: 04/24/2012 08:42 AM

Final Approval Date: 04/25/2012

**DATE:** May 1, 2012

**DEPARTMENT HEAD:** Sergio Cruz

**2012**
**Transfer**

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for Constable Pct. 4

**ACCOUNT NUMBER:** 2-1100-4XX-00-XXX-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| FROM | | | |
| 2-1100-415-00-115-002-0- 899 | CO WIDE ADM | CONTINGENCY | (623.00) |
| TO | | | |
| 2-1100-421-00-294-001-0- 611 | CONSTABLE PCT. 4 | POLICE SUPPLIES | 623.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:** To fund purchase of police supplies.

**SIGNATURE**

/ /

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

**AI-32018** **4. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Sergio Cruz Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

Pct. #3 Parks (1100):
Approval of 2012 interfund transfer from Certificate of Obligations 2010A&B (1342) to Precinct #3 Parks (1100) in the amount of $46,493.66 to fund repairs and renovations of Los Ebanos Pavilion.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1XXX-XXX-0X-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 4/23/12. Interfund transfer from 1342 fund balance.

## Attachments

Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/23/2012 12:55 PM |
| Manuel Chapa | Manuel Chapa | 04/25/2012 01:36 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Perla Lopez Started On: 04/23/2012 11:03 AM

Final Approval Date: 04/25/2012

**DATE:** May 1, 2012

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Department of Budget & Management for
Precinct #3 Parks (1100)

**2012**
**Transfer**

**AI - 32018**

**ACCOUNT NUMBER:** **From: 1342 Fund Balance**
**To: 2-1100-452-00-123-008-0-452**

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

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

**Honorable Commissioner's Court of Hidalgo County:**

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

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| FROM | | |
| | | |
| 2-1342-491-01-000-100-0- 891 | Transfers Out - General Fund | 46,493.66 |
| | | |
| TO | | |
| 2-1100-391-01-000-342-0- 000 | Transfers In - C.O. 2010A&B | 46,493.66 |
| 2-1100-452-00-123-008-0- 452 | Pct3 Parks-Bldg Add & Renov | 46,493.66 |
| | | |
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| | | |
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| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **46,493.66** |

**REASON:** Transfer to fund repairs and renovations of Los Ebanos Pavilion.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-32067** **5. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 05-01-12

Pct 3 Cert Plat & Utility Status 05-01-12

Pct. 2 & 4 Plat & Utility

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/25/2012 01:08 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Irma Castillo Started On: 04/25/2012 12:01 PM

Final Approval Date: 04/25/2012

| | PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | AMIE B. DURAN | 1-6976 |
| 2. | ALMA R. VILLEGAS | 1-5963 |
| 3. | JAIME TORRES | 1-8906 |
| 4. | GUSTAVO MONCIVAIS | 1-8875 |
| 5. | ANDRES DE LOS SANTOS/ CO JOSE E. ESPINOZA | 1-8891 |
| 6. | MARIO MORENO | 1-8877 |
| 7. | ROSA E. SANCHEZ | 1-8870 |
| | | |
| | | |
| | COMM. COURT:MAY 1, 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: 1-6976

## 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:** Amie B. Duran

**Address:** 93 Maize St
Alamo Tx 78516

**Phone:** (956) 532-5641

**Water Supplier:** NALWSC

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Pastos Verdes lot #2,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 9-12-07);

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


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

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


Precinct 1 2 3 4

Application No: 1-6976

### 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:** Amie B. Duran

**Address:** 93 maize st
Alamo Tx 78516

**Phone:** (956) 532-5641

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

Pastos Verdes lot #2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Amie B. Duran — Requesting Party (Signature)

4/20/12 — 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:**

4/24/12 — **Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-6976
Mar. 5, 2010

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

P4409-00-000-0002-00

[ 1] OWNER: BUSTOS, AMIE

513 MARIE DR.
DONNA, TX. 78537
Telephone No. 532-5641

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 2,060 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
PASTOS VERDES LOT 02

LOCATION: 0 VALVERDE & SIOUX

[ 8] SEWAGE: INSTA

[ 9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $100,000

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 40' FINISH FLOOR OF ELEV.
18" CENTER OF STREET.

Prepared by Abel Castillo Date 3/05/10

Approved by Ignacio Negrete Date 3/05/10

Signature of Owner or Applicant Amei Bustos Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ___ YES ✓ NO ___ BFE

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

## [ NOTICE ]

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

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

1843872

# 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 that transfers an interest in real property before it is filed for record in the public records: you social security or your drivers license number.**

Date: December 11, 2007

Grantor: La Cuesta Sol Development LTD
Grantor's Mailing Address:
1210 E. Tyler
Harlingen, Texas 78550

Grantee: Amie Bustos

Grantee's Mailing Address (including county):
513 Marie Dr.
Donna, Texas 78537
Hidalgo County

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty One Thousand Nine Hundred and No Cents ($21,900.00) and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to David Crook, Trustee.

Property (including any improvements):

> Lot 2, Pastos Verdes Subdivision, as shown on the map or plat thereof, filed for record in the Office of the County Clerk of Hidalgo, Texas under Volume 53, Pages 181-183.

Reservations from and Exceptions to Conveyance and Warranty:

1. **All lots must be used for single-family residential purposes only.**
2. A lien securing note in the amount of $300,000.00, payable to the order of Texas Sate Bank McAllen and secured by a deed of trust recorded under file number 1754757, in the official records of Hidalgo County, Texas; and a subordinate lien securing note in the amount of $81,350.00, payable to the order of Henrietta Grell Weaver and a deed of trust recorded under file number 1666528 of the official records of Hidalgo County, Texas and a deferred payment agreement recorded under file number 1666529. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note.
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;

n Sol Development LTD
la Sol Development GP LLC, the General Partner

Scot Campbell, President

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the 14 day of December, 2007, by Scot Campbell, President of La Cuesta Sol Development GP LLC, the General Partner, of La Cuesta Sol Development LTD.

THELMA REYES
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-28-2008

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

La Cuesta Sol Development LTD.
1210 E. Tyler
Harlingen, Texas 78550

# Hidalgo County Health Department

*Environmental Health Division*

## APPLICATION FOR ON-SITE SEWERAGE FACILITY NEW CONSTRUCTION AND MODIFICATION

| 49425 |
|---|
| RECEIPT NO. 4/19/10 |
| DATE 65.00 |
| AMOUNT |

☒ NEW INSTALLATION
☐ MODIFICATION

TNRCC Region: 15

County of Installation: Hidalgo

1. PROPERTY OWNER'S NAME: Amie Bustos
2. PERMANENT MAILING ADDRESS: _____
3. TELEPHONE NO. DURING DAY: (___) _____
4. SITE ADDRESS: Valverde & Sioux
5. PROPERTY DESCRIPTION: Lot 2 Size _____ Block _____ Sec. _____ Date _____
   and legal description (attached) SUBDIVISION Pastas Verdes
   OTHER THAN SUBDIVISION: Acreage 1/2 Survey _____
6. SOURCE OF WATER: ☐ Private Well ☐ Public Water Supply NAWSC
7. SINGLE FAMILY RESIDENCE: No. of Bedrooms 3 Living Area (sq. ft.) 2060
8. COMMERCIAL/INSTITUTIONAL (including multi-family residences) TYPE Residencial
   NO. OF EMPLOYEES/OCCUPANTS/UNITS: _____ DAYS OCCUPIED PER WEEK: _____
   SITE EVALUATOR: I. Mata CERTIFICATION NO. OS 11121
   PHONE NO. 956-778-7231
9. IS AN ORGANIZED SEWAGE COLLECTION WITHIN 300 FEET? ☐ YES ☒ NO
10. DESIGNER: I. Mata LICENSE NO.: OS 11121
    PHONE NO. 956-778-7231
11. INSTALLER I. Mata REGISTRATION NO.: OS 4378
    PHONE NO. 956-778-7231

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby give: to the Hidalgo County Health Department enter upon the above described private property for the purpose of lot evaluation and inspection of on-site sewerage facilities. I understand that the approval of this application constitutes authorization for construction of the on-site sewerage facility and that a permit to operate the facility will be granted following successful inspection of the installed system which indicates that the system was installed in compliance with (TNRCC ON-SITE SEWAGE FACILITY RULES, TAC 30, CHAPTER 285).

_____ 4/19/10

(SIGNATURE OF OWNER) DATE

White - Central Office • Yellow - Customer

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

Precinct No.1 Substation
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956-968-4734
956-973-7850

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

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


Precinct (1) 2 3 4

Application No: 1-5963

### 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:** Alma R Villegas

**Address:** 552 El Dora RD Donna Tx 78537

**Phone:** 956 463-0344

**Water Supplier:** North alamo water.

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Eldora lot # 78,

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 12/21/04);

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 Reina);

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

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

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

_____ _____ _____

**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-5963

### 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:** Alma R Villegas.

**Address:** 552 El Dora Rd

Donna TX 78537.

**Phone:** 956-463-0344.

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

Eldora lot # 78

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)

4-27-12
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:**

4/24/12
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-5963
Dec. 16, 2008

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

E4970-00-000-0078-00

[ 1] OWNER: VILLEGAS, ALMA
804 BILLMAN RD

DONNA TX 78537
Telephone No.

[ 2] CONTRACTOR:

[ 3] WATER SYSTEM: N AL

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

[ 6] USE OF BUILDING: C-25

[ 7] LEGAL DESC./NAME OF SUBDIVISION
ELDORA
LOT 78

LOCATION: 0

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPOLY W/ALL REGULATIONS AS PER FEMA
STATE COUNTY CITY AND SETBACKS

Prepared by Date

Approved by Date

Signature of Owner or Applicant Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

## [ NOTICE ]

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

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

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:** October 18, 2006

**Grantor:** Red Barn Development, LLP
**Grantor's Mailing Address (including county):**
P.O. Box 720806
McAllen, TX 78504
Hidalgo County

COPY

**Grantee:** Alma R. Villegas
**Grantee's Mailing Address (including county):**
804 Billman Rd
Donna TX
Hidalgo County
(956) 463-0344

**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 **$21,000.00** 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 # 78, ELDORA SUBDIVISION,** HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46 PAGES 69 THROUGH 72, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

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

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

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

This conveyance is made subject to the restrictions, reservations and covenants for Eldora Subdivision recorded as Document # 1427189 in the Official Records of Hidalgo County, Texas.

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

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

Adam Daniec

Adam Daniec MANAGING PARTNER
RED BARN DEVELOPMENT LLP.

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on October 6th 2006 by Adam Daniec.

COPY

Notary Public, State of Texas

OLGA A. DE LA ROSA
MY COMMISSION EXPIRES
February 18, 2008

AFTER RECORDING RETURN TO:

Red Barn Development, LLP
P.O. Box 720806
McAllen, TX 78504

# 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: 1-8906

## 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: Jaime Torres

Address: 805 San Ignacio
San Juan Tx 78589

Phone: 956 578-5696

Water Supplier: NBWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Ash lot #4,

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 3-31-09);

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

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


Precinct (1) 2 3 4

Application No: 1-8906

### 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:** Jaime Torres

**Address:** 805 San Ignacio St

San Juan Tx 78589

**Phone:** 956 578-5696

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

A-h lot 44

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jaime Torres
Requesting Party (Signature)

4-23-2012
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:**

4/24/12
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO: 1-8906
Apr. 23, 2012

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

A5394-00-000-0004-00

[1] OWNER: TORRES, JAIME A.
TORRES, JAIME M.
805 SAN IGNACIO
SAN JUAN, TX 78589
Telephone No. 578-5696

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MISCELLANEOUS
30-RESIDENTIAL/ADD. & RENOVATION

[5] SIZE OF STRUCTURE: 2,400 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
ASH LOT 4

LOCATION: 0 MILE 12 & VICTORIA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 40' REAR 50' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE TOP OF ROAD

Prepared by — Date: 4/23/12

Approved by — Date: 4/23/12

Signature of Owner or Applicant — Date: 4-23-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

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

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: June 8, 2009

Grantor: OAKTREE INVESTMENTS, LLC

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

Grantee: Jaime M. Torres and Jaime Alan Torres

Grantee's Mailing Address (including county):
400 Thirty-first Street
Hidalgo, Hidalgo County, Texas 78557

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

Property (including any improvements):

Lot 4, ASH SUBDIVISION, Hidalgo County, Texas, according to map recorded under Document Number 1989162, Official Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

3. This conveyance is made subject to the prior lien ("Underlying Lien") of a deed of trust recorded in Document No. 1808779 of the real property records of Hidalgo County, Texas,

to David J. Guerrero, trustee, which secures payment of a promissory note ("Underlying Lien Debt") in the principal amount of $150,000.00. Grantee in this deed of trust has not assumed payment of that Underlying Lien Debt. As further consideration Grantor promises to keep and perform all the covenants and obligations of the grantor named in the Underlying Lien deed of trust and to indemnify, defend, and hold Grantee harmless against any damages caused by Grantor's breach of its obligations under the Underlying Lien Debt and related documents, as long as Grantee is not in default on the Grantee is not in default on the Wraparound Lien Debt and documents relating to it.

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

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

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

OAKTREE INVESTMENTS, LLC

By: Roger A. Bechtel

Roger A. Bechtel, Manager

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 10 day of JUNE 2009 by ROGER A. BECHTEL, Manager of OAKTREE INVESTMENTS, LLC, a Texas Limited Liability Company, on behalf of said company..

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

Gloria G. Perez

Notary Public, State of Texas

After Recording Return To:
Jaime M. Torres
Jaime Alan Torres
400 Thirty-first Street
Hidalgo, Hidalgo County, Texas 78557

# 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: 1-8875

## 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: Gustavo Monsivais

Address: 5405 Lazaro ST
Weslaco, TX

Phone: (956) 205-9009

Water Supplier: North Alamo Water

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Olivarez #2 lot #9 Blk #4,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-6-20);

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: 1-8875

### 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:** Gustavo Monsivais

**Address:** 5405 Lazaro ST
Weslaco TX

**Phone:** (956) 205-9009

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

Olivares #2 lot #9 Blk # 4

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Gustavo Monsivais
Requesting Party (Signature)

4-23-12
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:**

4/24/12
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO: 1-8875
Apr. 12, 2012

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

O3000-02-004-0009-00

[ 1] OWNER: MONSIVAIS, GUSTAVO

5405 LAZARO ST.
WESLACO TX 78599-0134
Telephone No. 205-9009

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 600 Sq. Ft.

[ 6] USE OF BUILDING: RES. ZONE X

[ 7] LEGAL DESC./NAME OF SUBDIVISION
OLIVAREZ #2 LOT 9 BLK 4 FT 98

LOCATION: 0 MILE 4 1/2 & MILE 11

[ 8] SEWAGE: INSTA

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,200

[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 15' SIDE 6' CORNER SIDE 10' FINISH
FLOOR ELEV. 18" ABOVE NATURAL GROUND

Prepared by — Date: 4/12/12

Gilbert Pecina — Approved by — Date: 4-11-12

Signature of Owner or Applicant — Date: 4-12-12.

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

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: November 16, 2011

Grantor: MOCKINGBIRD EXPRESS CONSTRUCTION, LLC, a Texas Limited Liability Company

Grantor's Mailing Address: 2104 Alexandra Dr., Weslaco, Hidalgo County, TX 78596

Grantee: GUSTAVO MONSIVAIS

Grantee's Mailing Address: 1403 Roadrunner St., Donna, Hidalgo County, TX 78537

Consideration: TEN DOLLARS ($10.00) and other good and valuable consideration and the further consideration of a Note of even date herewith which is in the principal amount of TWENTY-THREE THOUSAND DOLLARS ($23,000.00), is executed by Grantee and is payable to the order of Grantor. The Note is secured by a vendor's lien retained in favor of Grantor in this deed and by a Deed of Trust of even date from Grantee to RICHARD S. TALBERT, Trustee.

Property (including any improvements): Lot Nine (9), Block Four (4), Olivarez No. 2, (unrecorded) out of a re-subdivision of the North 15 acres of the East 20 acres out of Farm Tract Ninety-eight (98), West Tract Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, said tract of land is more particularly described by metes and bounds as follows:

COMMENCING, at the Northeast corner of said Farm Tract 98, lying on the centerline of Mile 4 ½ West Road and Mile 11 North Road;

THENCE, South, along the East line of said Farm Tract 98 and along the centerline of Mile 4 ½ West Road, a distance of 960.0 feet to a point;

THENCE, West, parallel to the North line of said Farm Tract 98, a distance of 480.0 feet to a found ½" iron rod at the Southeast corner of said Lot 9 for the POINT OF BEGINNING and the Southeast corner of this tract;

THENCE, continuing West, along the South line of said Lot 9 and parallel to the North line of said Farm Tract 98, a distance of 180.0 feet to a found ½" iron rod at the Southwest corner of said Lot 9 for the Southwest corner of this tract;

THENCE, North, along the West line of said Lot 9 and parallel to the East line of said Farm Tract 98, a distance of 82.0 feet to a set ½" iron rod at the Northwest corner of said Lot 9 for the Northwest corner of this tract;

THENCE, East, along the North line of said Lot 9 and parallel to the North line of said Farm Tract 98, a distance of 180.0 feet to a set ½" iron rod at the Northeast corner of said Lot 9 for the Northeast corner of this tract;

THENCE, South, along the East line of said Lot 9 and parallel to the East line of said Farm Tract 98, a distance of 82.0 feet to the POINT OF BEGINNING, containing 14,760.0 square feet of land, more or less.

Reservations from Conveyance: For Grantor and Grantor's successor's and assigns forever, a reservation of all oil, gas and other minerals in, on, under or that may be produced from the property; provided further, if the mineral estate is subject to existing production or existing leases, this reservation includes the production, the leases and all benefits therefrom.

Exceptions to Conveyance and Warranty:

1. All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instruments dated February 7, 1941, recorded in Volume 478, Page 232, Deed Records and dated March 22, 1978, recorded in Volume 1569, Page 508, Deed Records, Hidalgo County, Texas.
2. Oil, Gas and Mineral Leases dated October 8, 1971, recorded in Volume 335, Page 256, Oil and Gas Records, dated December 15, 1976, recorded in Volume 364, Page 413, Oil and Gas Records, dated January 10, 1977, recorded in Volume 363, Page 669, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.
3. Memorandum of Seismic Permit and Lease Option Agreement dated February 19, 1999, recorded under Clerk's File No. 841048, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.
4. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Irrigation District No. 9.
6. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
7. Taxes for the years 2012 and subsequent thereto, together with subsequent assessments for that and prior years due to change of use, ownership or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from 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.

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

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

MOCKINGBIRD EXPRESS CONSTRUCTION, LLC, a Texas Limited Liability Company

By:_____
GERARDO E. CAVAZOS, Member

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 17th day of November, 2011, by GERARDO E. CAVAZOS, Member of MOCKINGBIRD EXPRESS CONSTRUCTION, LLC, a Texas Limited Liability Company, as the act and deed thereof.




Notary Public, State of Texas

PREPARED BY:

Law Office of Richard S. Talbert
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)
Email: rstlaw@bizrgv.rr.com

File/GF No. 6988

AFTER RECORDING RETURN TO:

Mr. Gustavo Monsivais
1403 Roadrunner St.
Donna, TX 78537

# 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: 1-8891

## 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: Andres Rolas Santos c.o

Name: Jose E. Espinoza

Address: 12665 Apache Dr. Mercedes TX, 78570

Phone: (956) 355-3680

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

Water Supplier: N/A

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

Account/ESI No.: 10032789421032118

[ ] Temporary Pole [X] Permanent Service Mobile Home

regarding the land described as: Indian Hills Lot #83 Blk #1,

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

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

Yes A plat has been prepared;

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

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

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956-205-7045
956-205-7049

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


Precinct (1) 2 3 4

Application No: 1-8891

### 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:** Andres De los Santos / C.O. Jose E. Espinoza

**Address:** 12707 Navajo St.
Mercedes, Tx 78570

**Phone:** (956) 321-7702

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

Indian Hills lot # 83 Blk #1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Andres De Los Santos — Requesting Party (Signature)

4/22/12 — 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:**

4/23/12 — **Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO: 1-8891
Apr. 17, 2012

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

I2230-00-001-0083-00

[ 1] OWNER: DE LOS SANTOS, ANDRES
C/O IVONE ESPINOZA
15083 APACHE ST
MERCEDES TX 78570-9411
Telephone No. 321-7702

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: OTHE

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

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

[ 6] USE OF BUILDING: MOBILE HOME ZONE X

[ 7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 83 BLK 1
X-20

LOCATION: 0 FM 491 & MILE 11 N.

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY SETBACKS & REG.
FRONT 20' REAR 10' SIDES 6'
18" ABOVE NATURAL GROUND

Prepared by — Date: 4-17-12

Approved by — Date: 4-16-12

Ivonne Espinoza

Ivonne Espinoza — Date: 4-17-12
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0115 0 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.

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

# WARRANTY DEED

**Date:** November 29, 2004

**Grantor:** ALFREDO DE LOS SANTOS and wife, ANTELMA DE LOS SANTOS

**Grantor's Mailing Address (including county):**

Route 4, Box 15089, Mercedes, Hidalgo County, Texas 78570

**Grantee:** ANDRES DE LOS SANTOS and wife, SONIA RAMIREZ

**Grantee's Mailing Address (including County):**

15083 Apache Street, Mercedes, Hidalgo County, Texas 78570

**CONSIDERATION:** FOR THE LOVE AND AFFECTION we bear for son ANDRES DE LOS SANTOS and daughter-in-law, SONIA RAMIREZ

**PROPERTY (including any improvements):**

Lot Eighty-three (83), Block One (1), INDIANA HILLS SUBDIVISION, Hidalgo County, Texas, as per Map or Plat thereof recorded in Volume 24, Page 81, Map Records of Hidalgo County, Texas.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made and accepted subject to any and all restrictions, covenants, conditions, easements, mineral and royalty reservations, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, and only to the extent that same are still in effect, shown of record in HIDALGO County, Texas; together with any and all visible and apparent easements, to include but not limited to easements for roadways on or across the land.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor's heirs, executors, administrators and successors are hereby bound 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.

Alfredo de los Santos
ALFREDO DE LOS SANTOS

Antelma de los Santos
ANTELMA DE LOS SANTOS

## ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF CAMERON

This instrument was acknowledged before me on ~~November~~ December 1, 2004, by ALFREDO DE LOS SANTOS and wife, ANTELMA DE LOS SANTOS.

MARIA E. SANCHEZ
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
2-5-2008

María E Sanchez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. & Mrs. Andres De Los Santos
15083 Apache Street
Mercedes, Texas 78570
mas

PREPARED IN THE OFFICE OF:

MICHELE SANCHEZ, P.C.
ATTORNEY AT LAW
717 North Expressway 83
Brownsville, Texas 78520

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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Weslaco, TX 78596
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956-973-7850

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

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


Precinct (1) 2 3 4

Application No: I-8877

# 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:** MARIO MORENO

**Address:** 7275 W FM 1418
FALFURRIAS, TX.
78355

**Phone:** 956) 929-1005

**Water Supplier:** NAWSC

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: CANTARA ACRES #6 lot #21,

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 10/9/07);

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


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956-968-4734
956-973-7850

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

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


Precinct 1 2 3 4

Application No: 1-8877

### 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:** MARIO MORENO

**Address:** 2225 W FM 1418
FALFURRIAS, TX. 78355

**Phone:** (956) 929-1005

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

Jardang Acres #6 lot # 21

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Mario Moreno
Requesting Party (Signature)

04-23-2012
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:**

4/24/12
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO: 1-8877
Apr. 12, 2012

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

L2845-06-000-0021-00

[ 1] OWNER: MORENO, MARIO

2225 WEST FM 1418
FALFURRIAS, TX 78355
Telephone No. 929-1006

[ 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 #6 LOT#21

LOCATION: 0 FM 2812 & JESUS FLORES

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 35' SIDES 6' FINISH FLOOR ELEV.
18" CENTERLINE OF ST.

Prepared by — Date: 4/12/12

Approved by: Jonathan Indra — Date: 4/4/12

Signature of Owner or Applicant: x Yolanda Moreno — Date: x 4/12/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 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

Date: February 13, 2012

Grantor: Mario MorenoGrantor's Mailing Address (including county):
2225 W. FM 1418
Falfurrias, Texas 78355
Brooks County, Texas

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

Beneficiary: The Three Grandes, Ltd., a Texas Limited Partnership
Beneficiary's Mailing Address:

P.O. Box 959
Edinburg, Texas 78540

Note:

Date: February 13, 2012
Amount: Thirty-One Thousand Five Hundred and 0/100 Dollars ($31,500.00)
Maker: Mario Moreno

Payee: The Three Grandes, Ltd., a Texas Limited Partnership

Property (including any improvements):

Lot(s) 21, Lantana Acres No. 6 Subdivision, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas

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;
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 Lantana Acres No. 6 Subdivision, as shown on the plat thereof, recorded in Volume 54, Pages 72-75, 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.

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

Grantor and Beneficiary covenant and agree as follows:

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

Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary. Beneficiary may return any payment or partial payment if the payment or partial payments are insufficient to bring the Note current. Beneficiary may accept any payment or partial payment insufficient to bring the Note current, without it constituting a waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Beneficiary is not obligated to apply such payments at the time such payments are accepted. Beneficiary need not pay interest on unapplied funds. Beneficiary may hold such unapplied funds until Grantor makes payment to bring the Loan

Mario Moreno

(Acknowledgment)

State of Texas
County of Brooks

This instrument was acknowledged before me on the 13th day of February, 2012, by Mario Moreno .

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

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

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

# County of Hidalgo

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

## On-Site Sewerage Inspection Report

**Owner:** Richard Ruppert **Permit #:** 41626

**Address:** La Antena Acres #6 Lot 21 **Phone #:** —

**Location:** [illegible] **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.: 2x500 = 1000

**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 _____ To drainfield: _____

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

Backfill material: Ib: _____ II: ✓ III: _____

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

**Gravel:** Natural: — Crushed: — Washed: —

Amount: ~~[illegible]~~ yards, or Tons (per installation) 20

**Pipe:** Type: [illegible] Brand (if known): [illegible] 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:** [illegible] **License No.:** [illegible]

**Remarks:** [illegible]

**Inspector:** [illegible] **Date:** [illegible]

# PLANNING DEPARTMENT

## County of Hidalgo

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956-205-7049

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


Precinct (1) 2 3 4

Application No: L-8870

### 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: Rosa E. Sanchez

Address: 12022 Mile 16 N.
La Blanca Tx. 78558

Phone: 956)560-3057

Water Supplier: Water North Alamo Water Corp

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

Account/ESI No.: 1.00-327-894-801-196-09

[ ] Temporary Pole [M] Permanent Service Mobile Home

regarding the land described as: Birch Ph. #2 lot # 35,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-25-2008;

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by without 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


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956-205-7045
956-205-7049

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


Precinct (1) 2 3 4

Application No: 1-8870

### 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:** Rosa E. Sanchez

**Address:** 12022 Mile 16 N.
La Blanca Tex. 78558

**Phone:** 956) 560-3057

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

Birch Subdivision ph. 2 Lot # 35 AH-44

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Rosa E. Sanchez
Requesting Party (Signature)

4/23/12
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:**

4/24/12
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-8870
Apr. 11, 2012

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

B3062-02-000-0035-00

[ 1] OWNER: SANCHEZ , ROSA E.
4603 KELSY DR. LOT 41
EDINBURG TX 78542

Telephone No. 560-3057

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 1,215 Sq. Ft.

[ 6] USE OF BUILDING: MOBILE HOME ZONE AH

[ 7] LEGAL DESC./NAME OF SUBDIVISION
BIRCH PH.#2 LOT #35
AH-44

LOCATION: 0 MILE 16 N.& FM 493

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY SETBACKS & REG.
FRONT 75' REAR 275' SIDES 6'
FLOOR ELEV. 73.00

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix:_____ Pct: 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.

**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: November 3, 2011

Grantor: OAKTREE INVESTMENTS, LLC

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

Grantee: Rosa Elia Sanchez

Grantee's Mailing Address (including county):
4603 Kelsey Drive, Lot 41
Edinburg, Hidalgo County, Texas 78539

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

Property (including any improvements):

Lot 35, Birch Subdivision Phase II, Hidalgo County, Texas, according to map recorded in Volume 55, Page 148-152, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

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

OAKTREE INVESTMENTS, LLC

By: _____
Roger A. Bechtel, Manager

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 4 day of November 2011 by ROGER A. BECHTEL, Manager of OAKTREE INVESTMENTS, LLC, a Texas Limited Liability Company, on behalf of said company..

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

_____
Notary Public, State of Texas

After Recording Return To:
Rosa Elia Sanchez
4603 Kelsey Drive, Lot 41
Edinburg, Hidalgo County, Texas 78539

# Gonzalez Septic Tank service

Edinburg, Texas (956)778-3543

Lic. # SE : os12258 Installer II : os1350

## On - Site Sewage Facility Inspection Report :

Property Owner : Rosa E Sanchez

Mailing Address : 4603 Kelsie dr. Edinburg, TX 78542

Telephone Number: 956 - 560-3057

Property Location: mile 16 East of FM 493

Legal Description of Property : Lot : 35 Block : —

Subdivision Name : Birch Ph-2

Type of Dueling : Commercial : ____ Residential : X Number of Bedrooms : 2

### Septic Tank Info. :

Number of Tanks : 2

Type of Tank(s) : Concrete : ✓ Plastic : ____ Fiberglass : ____

Inside diameter of Tank(s) : 5'

Inside Length of tank(s) : 5'

Liquid depth of Tank(s) : 48"

Airspace (approximately) : 3"

Approximate gallon capacity : 1000 gal

Distance from building : 30'

Distance from property line : 15'

Distance from water well : N/A

### Disposal System Info. :

Type of Disposal : Absorptive Drainfield

Size of disposal area : 800 Square Feet

Distance from building : 20'

Distance from property line : 17'

Distance from water well : N/A

**Remarks :** System is up to code & appears to be working properly

**Approval of existing septic system does not warranty future performance of septic tank system.**
I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Jose Angel Gonzalez

Date : 4-20-12

| | PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | VERONICA ELIZONDO | 30845 |
| 2. | JUAN R. SOLIS | 3-12417 |
| 3. | DAVID & ROXANA BARRON | 3-11806 |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| | | |
| | COMM. COURT: May 1, 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: 30815
6/9/03

## 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: | _____ | precinct |
| Date Approved: | / / | 2/23/12 |

**Name:** Veronica Elizondo

**Address:** 9536 Edgar DR.
Mission Tx 78574

**Phone:** (956) 562 4905

**Water Supplier:** NA

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

**Account/ESI No.:** 10032789477280417

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Western Village Lot 37,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 2/24/02);

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 Sandra Cantu);

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

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

Sandra Cantu 4/23/12

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

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


Precinct 1 2 3 4

Application No: 30845
6/9/03

### 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:** Veronica Elizondo

**Address:** 7536 Edgar DR.
Mission Tx 78574

**Phone:** (956) 562-4905

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

Western Village Lot 37

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

V. Elizondo
Requesting Party (Signature)

4/23/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

4/23/12
**Date**

Sandra Cantu
**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
30845
Jun. 9, 2003

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

W4253-00-000-0037-00

[ 1] OWNER: MARTINEZ MARIA

RT 6 BOX 102
MISSION, TX 78572
Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: LA J

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

[ 5] SIZE OF STRUCTURE: 2,000 Sq. Ft.

[ 6] USE OF BUILDING: RESIDENTIAL

[ 7] LEGAL DESC./NAME OF SUBDIVISION
WESTERN VILLAGE
LOT 37

LOCATION: 0

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: OTHE

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

**Special Conditions: No construction allowed over any easements.**

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$0.00**

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 3

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

## [ NOTICE ]

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

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

# ASSUMPTION WARRANTY DEED

Date: February 26, 2009

Grantor: Maria Martinez, a single person
Grantor's Mailing Address (including county):

Route 6, Box 103, Lot #110
Mission, Texas 78572
Hidalgo County, Texas

Grantee: Veronica Edith Elizondo
Grantee's Mailing Address (including county):

908 Carlos Street
Mission, Texas 78572
Hidalgo County, Texas

Consideration: A cash consideration paid to Grantor by Grantee and Grantee's assumption of and agreement to pay, according to the note's terms, the unpaid principal and earned interest on the note in the original principal sum of Sixteen Thousand Two Hundred Fifty Dollars and No Cents ($16,250.00) dated March 27, 2003, executed by Maria Martinez and payable to the order of Teton Sales, Ltd. The note is secured by an express vendor's lien and additionally secured by a Deed of Trust dated March 27, 2003, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's File Number 1194685. As further consideration, Grantee promises to keep and perform all the covenants and obligations of the Grantor named in that deed of trust and Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

> Lot 37, Western Village Subdivision, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 39, Pages 96-97, 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:

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

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.

Grantor has elected not to require Grantee to execute a Deed of Trust to Secure Assumption and is aware of the risks of not doing so.

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

Ma Martinez
Maria Martinez

ACCEPTED:

The undersigned is executing this Assumption Warranty Deed to acknowledge acceptance of this conveyance and assumption of the obligations under the above-described Note and Deed of Trust.

Veronica E. Elizondo
Veronica Edith Elizondo

**(Acknowledgment)**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of February, 2009, by Maria Martinez.

YVONNE T. SALAZAR
Notary Public
STATE OF TEXAS
My Com. Exp. 07-10-2011

Yvonne T. Salazar
Notary Public, State of Texas

Chapter 232, Texas Local Government Code

Application No. 30845 C-51 Date 06-09 2003

Location Western Road

Lot No. 37 Blk No.

Subdivision Western Village

Owner Maria Martinez

Contractor Self

# APPROVED APPLICATION

Hidalgo County Planning Department
Note: This Must be Posted on the Structure
Not to be Removed Until Improvements are Completed

mb

PLANNING DEPARTMENT

COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844
www.hchd.org/planning

Chapter 232, Texas Local Government Code
SOLICITUD

C-51
NUMERO DE SOLICITUD No. 30845

FECHA QUE PERMISO FUE PRESENTADO: 06-09-03 FECHA QUE PERMISO FUE APROBADO: 06-09-03

1 Nombre de la Subdivisión: Western Village Lote: 37 Bloque: _____

2 Nombre del Propietario: maria martinez

Direccion : Rt 6 Box 102 Mission Tx 78572 Teléfono: _____

3 Nombre de Solicitante ( Si Diferente al de Arriba): Same as above

Dirección : Same as above Teléfono: _____

4 Sistema de Agua: [ ] Noria [ ] S.W.S.C. [ ] L.J.W.S.C. [ ] N.A.W.S.C. [ ] M.W.S.C.
[ ] Ciudad De _____ [ ] Otro:

5 Fosa Séptica: [ ] Instalación [ ] Existente
[ ] Sistema de Ciudad Ciudad de: _____ [ ] Otro: _____

6 Tipo de Construcción: [ ] Estructura Nueva [ ] Agregar [ ] Granero / Establo [ ] R.V. / Casa Pre-Fabricada [ ] [ ] Comercial [ ] Apartamentos - Número de Unidades: _____
[ ] Garaje [ ] Institucional [ ] Miscélanea [ ] Otro: block 3rd addition.

7 Dimensión del Lote: Frente: 108.90 Lado: 200 Área del Lote: _____
Fondo: 108.90 Lado: 200

8 Costo Total de Construcción: 1,500 Dimensión de Estructura: 50X40=

**PARA USO DEL CONDADO SOLAMENTE**

9 Mínimas Distancias Requeridas Para la Construcción Son :
Frente: 25 Lado: 6 Fondo: 30 Lado: 6 Esquina: _____

10 Nivel Mínimo de Elevación de Piso Terminado: [ ] 18 pulgadas encima de
[ ] Otro: 1 ft above curb where there is water

11 Zona de Inundación : [ ] Zona A [ ] Zona AE [ ] Zona AH [ ] Zona AO [ ] Zona B [ ] Zona C
[ ] Zona B (*Shaded*) [ ] Zona AE (*Shaded*) [ ] Zona X [ ] Zona X (*Shaded*)
[ ] Otro: _____

12 NINGUNA ESTRUCTURA SERÁ PERMITIDA SOBRE LOS DERECHOS DE PASO DE UTILIDADES
Condiciones Especiales:

13 Firma del Inspector: _____ Fecha: 6-5-03

# 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: 3-12417
4/23/12

## 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:**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | Sewer |
| Date Approved: | / / | 4/23/12 |

Name: Juan R. Solis

Address: 7624 Western View Dr
Mission, TX 78572

Phone: 432-7425

Water Supplier: mud #1

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 100327894-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Silverado West Lot 162,

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 12-26-96;

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 Sandra Canter;

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 Sandra Canter;

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 Sandra Canter;

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

Sandra Canter 4/23/12
Planning Department Authorized Signature

Hidalgo County Judge

Date Sandra Canter

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: 3-12417

### 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 R. Solis

**Address:** 7624 Westernview Dr
Mission, TX 78572

**Phone:** 432-7425

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

Silverado West Lot 162

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 Juan R. Solis
Requesting Party (Signature)

4/23/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

4/23/12
**Date**

Sandra Cantu
**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
3-12417
Apr. 23, 2012

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

S3567-00-000-0162-00

[ 1] OWNER: SOLIS, JUAN R & MA VICTORIA
7624 WESTERN VIEW DR

MISSION TX 78572-7962
Telephone No. 432-7425

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: OTHE

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
01-RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 1,800 Sq. Ft.

[ 6] USE OF BUILDING: NEW RES ZONE C

[ 7] LEGAL DESC./NAME OF SUBDIVISION
SILVERADO WEST, LOT 162
C-01

LOCATION: 7624 EXP 83 & SHOWERS

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: BLOC

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

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

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 20' SIDES 6' REAR 20'
18 INCHES ABOVE TOP OF CURB.

Sandra Cantu — Prepared by — 4/23/12 — Date

R. Cantu — Approved by — 4/4/12 — Date

Juan R. Solis — Signature of Owner or Applicant — 4/23/12 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [ ]

Flood Zone: NO Panel No. /Suffix: 2400C 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.

1086031

# WARRANTY DEED

| | |
|---|---|
| Date: | May 22, 2002 |
| Grantor: | Fidencio Lopez and wife, Ruth Lopez |
| Grantor's Mailing Address: (including county) | Fidencio Lopez and wife, Ruth Lopez<br>Rt. 21, Box 392<br>Mission, TX 78572<br>Hidalgo County |
| Grantee: | Juan Rosendo Solis and wife, Maria Victoria Solis |
| Grantee's Mailing Address: (including county) | Juan Rosendo Solis and wife, Maria Victoria Solis<br>Rt. 7, Box 636<br>Mission, TX 78572<br>Hidalgo County |
| Consideration: | TEN AND NO/100 DOLLARS and other good and valuable consideration. |

Property (including any improvements):

LOT #162, Silverado West Subdivision, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLANT THEREOF RECORDED IN THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations From and Exceptions to Conveyance and Warranty:

SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO the prior reservations of all oil, gas and other minerals;
SUBJECT TO oil 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.
SUBJECT TO RESTRICTIVE CONVENTS RECORDED AS DOCUMENT # in the Official Records of Hidalgo County, Texas;

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 benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and

Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

**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; ( i i ) the nature or quality of construction, structural design and engineering of any improvements; ( i i i ) the quality of labor and materials included in any improvements; ( i v ) the soil conditions; drainage or other conditions existing at the property with the respect to any particular purpose, development potential or otherwise; ( v ) all warranties created by any affirmation of fact or promise or by any description of the property; and ( v i ) all other warranties and representations whatsoever, except the warranty of title express set forth herein.**

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

ACKNOWLEDGMENT * STATE OF TEXAS

HIDALGO * COUNTY OF

This instrument was acknowledged before me on May 22, 2002, by Fidencio Lopez and wife, Ruth Lopez, Grantors and Juan Rosendo Solis and wife, Maria Victoria Solis, Grantees.

FIDENCIO LOPEZ, Grantor

RUTH LOPEZ, Grantor

JUAN ROSENDO SOLIS, Grantee

MARIA VICTORIA SOLIS, Grantee

Notary Public, State of Texas
My Commission Expires 06-26-2004

IRMA GARZA
MY COMMISSION EXPIRES
June 26, 2004

# 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: 3-11806

10/21/11

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

| | Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|---|
| | | Authorized Signature | Authorized Signature |
| | Inspection/Permit No: | | |
| | Date Approved: | / / | 10/31/11 |

Name: David & Roxana Barron

Address: 1733 N. Camino Real Blvd. Penitas, Tx

Phone: 956-587-7159 5886773

Water Supplier: N/A

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 1000327854

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Camino Real Subdivision Lot # 17,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-27-10);

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

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 Humberto Garza);

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 Humberto Garza);

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

Tracy Cantu 4/24/12

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____

Hidalgo County Clerk

Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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956-968-4734
956-973-7850

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

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


Precinct 1 2 (3) 4

Application No: 3-11806

10/21/11

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

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

PARTY MAKING REQUEST:

**Name:** David & Roxana Baron

**Address:** 1733 N Camino Real Blvd.
Penitas, Tx 78576

**Phone:** (956) 587-7159

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

Camino Real Subdivision Lot #17

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

R Baron
Requesting Party (Signature)

4/18/12
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:**

4/24/12
**Date**

Mary Cantu
**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO: 3-11806
Oct. 21, 2011

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

C0640-00-000-0017-00

[ 1] OWNER: BARRON, DAVID & ROXANA
5407 EDITH DR

MISSION, TX 78574
Telephone No. 587-7159

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: AGUA

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 1,496 Sq. Ft.

[ 6] USE OF BUILDING: NEW RES ZONE X

[ 7] LEGAL DESC./NAME OF SUBDIVISION
CAMINO REAL LOT 17
X-25

LOCATION: 0 TOM GILL RD & 3 1/2 ML

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: BLOC

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

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

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDE 6' CORNERSIDE 20' REAR 35'
18 INCHES ABOVE CENTERLINE OF ROAD.

Sandra Cantu — Prepared by — 10/21/11 Date

R. Cantu — Approved by — 10/21/11 Date

Signature of Owner or Applicant — 10-21-2011 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ___/___NO ____ BFE

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

## [ NOTICE ]

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

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

# 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 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.**

Date: October 18, 2011

Grantor: Camino Real of Texas, LLC, a Texas limited liability company

Grantor's Mailing Address (including county): 2414 Sendero Avenue
Mission, Texas 78573
Hidalgo County, Texas

R.B

Grantee: David Barron and wife, Roxanna Barron

Grantee's Mailing Address (including county): 5407 Edith Drive
Mission, Texas 78574
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of **$28,900.00** and is executed by Grantee, payable to the order of Grantor. The note is secured by a vendor's lien retained in favor of Grantor in this deed and by a deed of trust of even date from Grantee to David Crook, Trustee.

Property (including any improvements):

Lot 17, Camino Real Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded as Document Number 2050273 in the Official Records of Hidalgo County, Texas.

SAVE AND EXCEPT all oil, gas, geothermal, and other minerals in, on, under, or that may be produced from the above described land.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive Covenants recorded as Document Number 2050311 in the Official Records of Hidalgo County, Texas.

2. Subject to any and all reservations, restrictions, covenants, conditions, easements and oil and gas leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the above described property.

3. Standby fees, taxes and assessments by any taxing authority for the year 2009 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.

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 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.

Camino Real of Texas, LLC

By: _____
Campbell A. Patton, President

**(Acknowledgment)**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on October 18th, 2011 by Campbell A. Patton, President of Camino Real of Texas, LLC, a Texas limited liability company, on behalf of said Texas limited liability company.

NORMA PRICE
Notary Public
STATE OF TEXAS
My Comm. Exp. 4-22-2015

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Campbell A. Patton Ltd
2414 Sendero
Mission, Texas 78573
Hidalgo County, Texas

PREPARED BY:

David Crook, Attorney at Law
100 Savannah Ave., Suite 380
McAllen, Texas 78503

| | PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| | | |
| 1. | Jorge Luis Reyes | 4-11434 |
| 2. | William J. Flores C/O Laura E. Alvarez Flores | 4-11506 |
| 3. | Alejandro Garza C/O Gloria Garza | N/A |
| 4. | Leobardo Villarreal | 4-11243 |
| 5. | Librado Rodriguez C/O Irene Tellez | 4-11460 |
| 6. | Raymundo & Sylvia Vasquez | 4-11317 |
| 7. | Aurora Saenz | 4-11413 |
| 8. | Sergio Miguel Saenz | 4-11412 |
| 9. | Todd Henningsen | 4-11220 |
| | | |
| | COMM. COURT: May 1, 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.
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956-968-4734
956-973-7850

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

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


Precinct 1 2 3 (4)

Application No: 4-11434

## 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: Jorge Luis Reyes

Address: 4003 N Salinas
Edinburg. TX 78541

Phone: 483-6323

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

Water Supplier: City of Ed.

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Mobile Home
+Paloma del Valle #III LOT: #143 ,

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 07-11-07)

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

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 Cerda);

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 Cerda);

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

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


Main Office
1304 South 25th Street
Edinburg, Texas 78542
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: 4-11434

### 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:** JORGE Luis REYES

**Address:** 4003 N Salinas

**Phone:** 483- 6323

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

Paloma Del Valle III lot #143

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jorge Luis Reyes
Requesting Party (Signature)

04-19-12
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:**

04/25/12
**Date**

**County Official**

# WARRANTY DEED WITH VENDOR'S LIEN

2276945

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.

Unofficial Copy

**Date:** January 16, 2012

**Grantor:** Paloma Del Valle II, Ltd.

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

**Grantee:** Jorge Luis Reyes and Juana Villanueva

**Grantee's Mailing Address including County:** 4003 N. Salinas
Edinburg, TX 78541
Hidalgo

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: Feb 01,2012 at 08:52A
As a Recording
Document Number: 2276945
Total Fees : 20.00
Receipt Number - 1251933
By,
Ismael Hidalgo, Deputy

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of NINETEEN THOUSAND NINE HUNDRED EIGHTY-TWO AND 74/100 DOLLARS ($19,982.74) 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 143 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 2012 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.

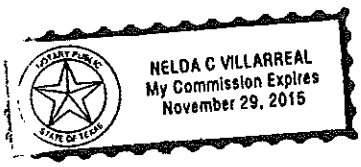
Paloma Del Valle II, Ltd.
By: Jane Cross Enterprises, Inc.
General Partner

BY: _____
Jane Cross , President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on January 16, 2012, by Jane Cross , President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.




_____
Notary Public, State of Texas

Nelda C. Villarreal
Notary's typed or printed signature
My commission expires: 11/29/2015

# Chapter 232 Texas LGC Application

APPLICATION NO: 4-11434
Mar. 26, 2012

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

P3112-03-000-0143-00

[ 1] OWNER: REYES, JORGE LUIS & JUANA VILLANUEVA
4003 N. SALINAS
EDINBURG, TX. 78541
Telephone No. 483-6323

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: OTHE

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

[ 5] SIZE OF STRUCTURE: 846 Sq. Ft.

[ 6] USE OF BUILDING: RESIDENTIAL

[ 7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 143

LOCATION: 0 M. CRISTO & SEMINARY

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $5,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-10' SIDE-6'

Rodolfo Rios — Prepared by — 3-26-12 — Date

Rodolfo Rios — Approved by — 3-23-12 — Date

Juana Villanueva — Signature of Owner or Applicant — 3-26-12 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Community No.: 0325-D

Certification of Elevation Required: _____ YES ✓ NO _____ BFE

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

## [ NOTICE ]

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

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

# 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: 4-11500
04-2312

## 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:** William J. Flores

c/o **Name:** Laura E. Alvarez-Flores

**Address:** 9120 Carmen Avila
Edinburg TX 78541

**Phone:** 956)270-7012

| | Temporary Service | Final Service |
|---|---|---|
| **Approved by Environmental Health:** | — | Chanda Ray |
| | Authorized Signature | Authorized Signature |
| **Inspection/Permit No:** | — | Sewer |
| **Date Approved:** | 1 1 | 4 12 3 12 |

**Water Supplier:** North Alamo

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

**Account/ESI No.:** 10032 7894807217 75

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: J.J. Avila Lot #12,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-22-05);

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

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 Chanda Ray);

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

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

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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


Precinct 1 2 3 (4)

Application No: 4-11506

### 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: William J. Flores

c/o Name: Laura E. Alvarez-Flores

Address: 9120 Carmen Avila
Edinburg, Tx 78541

Phone: 956) 270-7012

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

J.J. Avila Ph I Lot # 12

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

c/o Laura E. Alvarez-Flores

X _____ Requesting Party (Signature)

X 4-23-12 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:**

04/25/12 _____
**Date** **County Official**

# 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:** FEBRUARY 24, 2012

**Grantor:** JGF ENTERPRISES, L.P.

2289708

**Grantor's Mailing Address (including county):**
P.O. BOX 1000
MISSION, TEXAS 78573-1000
HIDALGO COUNTY

**Grantee:** WILLIAM JAVIER FLORES

**Grantee's Mailing Address (including County):**
8338 LOS AZARES
EDINBURG, TX 78542
HIDALGO COUNTY

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

**Property (including any improvements):**
LOT# 12, J.J. AVILA SUBDIVISION, PHASE 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 47, PAGES 151-153, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

**Reservations From and Exceptions to Conveyance and Warranty:**
**SAVE AND EXCEPT** all oil, gas, and other minerals not previously reserved by prior Grantors are expressly reserved by grantor herein, together with 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;
**SUBJECT TO** Only one temporary or permanent single-family dwelling may be located on each lot, which is restricted to single family use by the plat of the subdivision and/or by restrictive covenants referred to in this instrument.
**SUBJECT TO** visible and apparent easements on or across the subject property;
**SUBJECT TO** minimum floor elevations, minimum building setback lines, utility easements, and other requirements shown on the map of said subdivision;

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

JGF ENTERPRISES, L.P.

BY: _____
J. Gary Frisby, President
JGF LAND CO., INC.
Its sole general partner

## ACKNOWLEDGMENT

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on February 24, 2012 by J. Gary Frisby, President of JGF LAND CO., INC. the sole General Partner of JGF ENTERPRISES, L.P., a Texas Limited Partnership on behalf of said Partnership.

NOTARY PUBLIC STATE OF TEXAS
ANABEL ROCHA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-27-2013

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

JGF ENTERPRISES, L.P.
P.O. BOX 1000
MISSION, TEXAS 78573-1000

AFTER RECORDING RETURN TO:

WILLIAM JAVIER FLORES
8338 LOS AZARES
EDINBURG, TX 78542

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-11506
Apr. 23, 2012

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

J1818-01-000-0012-00

[ 1] OWNER: FLORES, WILLIAM JAVIER

8338 LOS AZARES
EDINBURG, TX. 78542
Telephone No. 380-6069

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

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

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
J.J. AVILA LOT 12

LOCATION: 0 2812 & BRUSHLINE

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $3,700

[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 50' SIDE 6'
REAR 40' . 18" ABOVE NATURAL GROUND.

Prepared by _____ Date 04-23-12

Approved by Eli Villegas Date 04/26/12

Signature of Owner or Applicant _____ Date 4-23-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT . . . . . **$30.00**

Light [ ] Water [ ]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

## [ NOTICE ]

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

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

# PLANNING DEPARTMENT

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

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


Precinct 1 2 3 4

Application No: N/A

04-24-12 (W)

## 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:**

C10 Gloria Garza

Name: Alejandro Garza

Address: 1142 W Terry Rd
Edinburg
Texas 78542

Phone: 956-867-2200

| | Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|---|
| | | N/A | N/A |
| | | Authorized Signature | Authorized Signature |
| | Inspection/Permit No: | | |
| | Date Approved: | / / | / / |

Water Supplier: DAWSC.

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

Account/ESI No.: 22268.001

[ ] Temporary Pole [✓] Permanent Service

Mobile home.

regarding the land described as: N Jay Lot 1,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 04-18-12);

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 Mario A. Castillo);

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

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

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

Mario A. Castillo

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

**ATTEST:** _____

**Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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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: N/A

04-24-12

### 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: Gloria Garza

c/o **Name:** Alejandro & Gloria Garza

**Address:** 1142 W Terry Rd
Edinburg, Texas 78542

**Phone:** 956-367-2200

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

N Jay Lot 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

A. Gloria Garza — Requesting Party (Signature)

4-20-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- _____ Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) ~~Deed~~ Plat of subdivision

**This part to be filled out by receiving county official:**

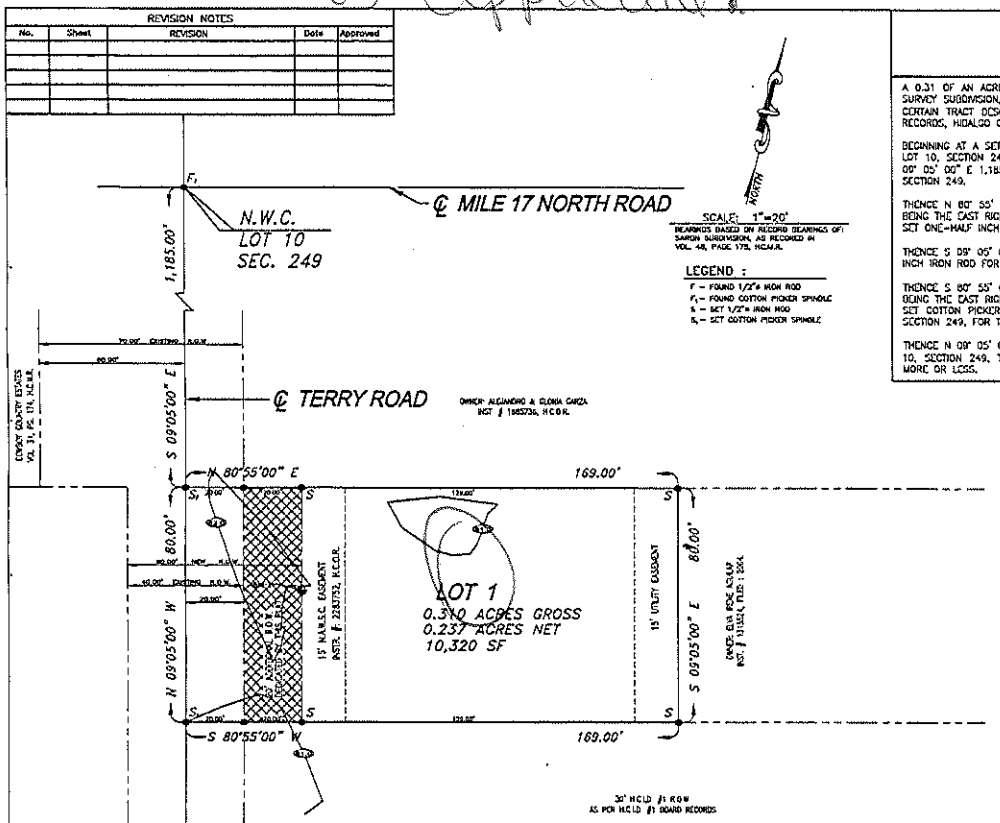
**Location of land verified and completed request accepted by Hidalgo County for processing on:**

4-20-12 — **Date**

Noel Castillo — **County Official**

4-10-12 Owner's Letter to Applicant.

| REVISION NOTES | | | | |
|---|---|---|---|---|
| No. | Sheet | REVISION | Date | Approved |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |




## METES AND BOUNDS DESCRIPTION FOR A 0.31 ACRE TRACT

A 0.31 OF AN ACRE TRACT OF LAND BEING A PORTION OF LOT 10, SECTION 249, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED AS PARCEL 4 IN DEED WITHOUT WARRANTY RECORDED IN DOCUMENT # 1315524, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET COTTON PICKER SPINDLE ON THE CENTERLINE OF TERRY ROAD ALSO BEING THE WEST LINE OF SAID LOT 10, SECTION 249, FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT, SAID POINT BEARS S 09° 05' 00" E 1,185.00 FEET FROM A FOUND COTTON PICKER SPINDLE BEING THE NORTHWEST CORNER OF SAID LOT 10, SECTION 249,

THENCE N 80° 55' 00" E PARALLEL TO THE NORTH LINE OF SAID LOT 10, SECTION 249, PASS AT 20.00 FEET A POINT BEING THE EAST RIGHT-OF-WAY LINE OF SAID TERRY ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 169.00 FEET TO A SET ONE-HALF INCH IRON ROD FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT,

THENCE S 09° 05' 00" E 80.00 FEET PARALLEL TO THE WEST LINE OF SAID LOT 10, SECTION 249, TO A SET ONE-HALF INCH IRON ROD FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT,

THENCE S 80° 55' 00" W PARALLEL TO THE NORTH LINE OF SAID LOT 10, SECTION 249, PASS AT 149.00 FEET A POINT BEING THE EAST RIGHT-OF-WAY LINE OF SAID TERRY ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 169.00 FEET TO A SET COTTON PICKER SPINDLE ON THE CENTERLINE OF SAID TERRY ROAD ALSO BEING THE WEST LINE OF SAID LOT 10, SECTION 249, FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT,

THENCE N 09° 05' 00" W 80.00 FEET ALONG SAID CENTERLINE OF TERRY ROAD ALSO BEING THE WEST LINE OF SAID LOT 10, SECTION 249, TO THE POINT OF BEGINNING AND CONTAINING 0.31 OF AN ACRE (13,520 SQUARE FEET) OF LAND, MORE OR LESS.

# SUBDIVISION PLAT OF MJAY SUBDIVISION

A 0.31 OF AN ACRE TRACT OF LAND BEING A PORTION OF LOT 10, SECTION 249, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED AS PARCEL 4 IN DEED WITHOUT WARRANTY RECORDED IN DOCUMENT # 1315524, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DATE: JUNE 7, 2011

SCALE IN FEET 0' 40' 80'

SCALE: 1"= 20'

ENGINEER OF RECORD R.E. Garcia ASSOCIATES FIRM # 3260

PREPARED BY: R.E. GARCIA & ASSOCIATES

116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1065 FAX 381-1280

## PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
THIS SUBDIVISION, ZONE "X" (SHADED) AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

2. CONSTRUCTION(S) AND MAINTENANCE OF A DRIVEWAY(S) ON TO A COUNTY ROAD OR STATE HIGHWAY SHALL BE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND/OR TEXAS DEPARTMENT OF TRANSPORTATION.

3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 12" ABOVE NATURAL GROUND ELEVATION TO BUILDING, WHICHEVER IS GREATER.

4. ALL DRAINAGE SHALL COMPLY WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND TEXAS DEPARTMENT OF TRANSPORTATION REGULATIONS.

5. ALL DRAINAGE FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED DRAINAGE PLAN.

6. ALL DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER(S) OF THE PROPERTY.

7. ALL DRAINAGE FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED DRAINAGE PLAN.

8. ALL DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER(S) OF THE PROPERTY.

9. ALL DRAINAGE FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED DRAINAGE PLAN.

10. ALL DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER(S) OF THE PROPERTY.

11. ALL DRAINAGE FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED DRAINAGE PLAN.

12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF (SEE PLAT) AS SHOWN ON THE PLAT. ANY BUILDINGS, TREES, SHRUBBERY, FENCES, OR OTHER OBSTRUCTIONS SHALL BE PROHIBITED WITHIN SAID EASEMENTS EXCEPT THAT ALL PUBLIC EASEMENTS SHALL BE ALLOWED TO CROSS DRIVEWAYS AND SIDEWALKS.

13. ALL SUBDIVIDERS SHALL COMPLY WITH THE PLAT AND DEDICATIONS OF THIS PLAT UNLESS NOTED OTHERWISE.

14. AN ANTI-STREET PURGING LOT SITE PLAN IS PREPARED PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL HEALTH AND SANITATION PRIOR TO THE ISSUANCE OF BUILDING PERMITS. THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER OR LICENSED SANITARIAN. A DEVELOPER SHALL PAY THE APPROPRIATE FEE FOR THE REVIEW OF THE PLAN AT THE TIME OF SUBMITTAL. THE PLAN SHALL BE SUBMITTED AT LEAST 30 DAYS PRIOR TO THE ISSUANCE OF BUILDING PERMITS. ON THE BASIS OF THE PLAN, THE HIDALGO COUNTY HEALTH DEPARTMENT SHALL DETERMINE THE MINIMUM LOT SIZE REQUIRED TO INSURE COMPLIANCE WITH THE SITE PLAN, DRAINAGE PLAN AND WATER PLAN AND SEWAGE DISPOSAL REQUIREMENTS. CONSTRUCTION OF SEWAGE DISPOSAL FACILITIES SHALL COMPLY WITH COUNTY AND STATE REGULATIONS.

15. LOT OWNERS SHALL BE RESPONSIBLE FOR CONSTRUCTION OF DETENTION AREAS TO ACCOMMODATE DRAINAGE. SUBMIT AN ENGINEERED PLAT DRAINAGE PLAN TO DETERMINE THE AMOUNT OF DETENTION REQUIRED BASED ON THE 25-YEAR STORM EVENT AND THE ALLOWABLE RELEASE RATE. THE 25-YEAR STORM EVENT SHALL BE USED FOR THE DESIGN OF DETENTION FACILITIES. THE LOT OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF DETENTION AREAS TO ACCOMMODATE DRAINAGE. SUBMIT AN ENGINEERED PLAT DRAINAGE PLAN TO DETERMINE THE AMOUNT OF DETENTION REQUIRED BASED ON THE 25-YEAR STORM EVENT AND THE ALLOWABLE RELEASE RATE. THE 25-YEAR STORM EVENT SHALL BE USED FOR THE DESIGN OF DETENTION FACILITIES. THE LOT OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF DETENTION AREAS TO ACCOMMODATE DRAINAGE. SUBMIT AN ENGINEERED PLAT DRAINAGE PLAN TO DETERMINE THE AMOUNT OF DETENTION REQUIRED BASED ON THE 25-YEAR STORM EVENT AND THE ALLOWABLE RELEASE RATE. THE 25-YEAR STORM EVENT SHALL BE USED FOR THE DESIGN OF DETENTION FACILITIES. THE LOT OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF DETENTION AREAS TO ACCOMMODATE DRAINAGE. SUBMIT AN ENGINEERED PLAT DRAINAGE PLAN TO DETERMINE THE AMOUNT OF DETENTION REQUIRED BASED ON THE 25-YEAR STORM EVENT AND THE ALLOWABLE RELEASE RATE. THE 25-YEAR STORM EVENT SHALL BE USED FOR THE DESIGN OF DETENTION FACILITIES. THE LOT OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF DETENTION AREAS TO ACCOMMODATE DRAINAGE. SUBMIT AN ENGINEERED PLAT DRAINAGE PLAN TO DETERMINE THE AMOUNT OF DETENTION REQUIRED BASED ON THE 25-YEAR STORM EVENT AND THE ALLOWABLE RELEASE RATE. THE 25-YEAR STORM EVENT SHALL BE USED FOR THE DESIGN OF DETENTION FACILITIES.

STATE OF TEXAS
COUNTY OF HIDALGO

I, Jim Bloca, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS AMENDED MINOR SUBDIVISION PLAT KNOWN AS MJAY SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE 9th DAY OF March 2012 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/DIRECTOR PLANNING AND ZONING DEPARTMENT

3/9/12 DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

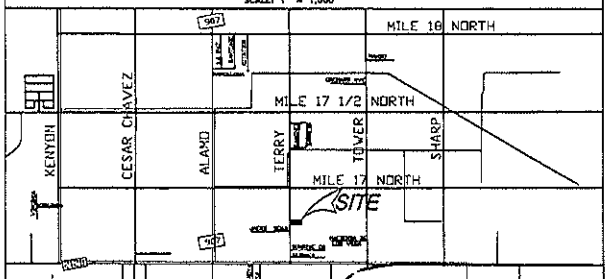
MJAY SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY N. H.C.P., #4 ON THE EAST SIDE OF TERRY ROAD, APPROXIMATELY 1,185 FEET NORTH OF THE INTERSECTION OF TERRY ROAD & MILE 17 NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (73,344). MJAY SUBDIVISION LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IS INSIDE THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

INDEX OF SHEETS

| No. | DESCRIPTION |
|---|---|
| 1 | MEANDER METES; LOCATION MAP AND VICINITY; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESCRIPTION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL PERCOLATION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.I.D. #1 APPROVAL; H.C.I.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES |
| 2 | WATER DISTRIBUTION AND SANITARY SEWER MAP; ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (GRAY) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); TYPICAL WATER SERVICE CONNECTION; SUBDIVISION CERTIFICATE; AND STATEMENT, MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT |

## LOCATION MAP

SCALE: 1" = 1,000'




PRINCIPAL CONTACTS:

| NAME | ADDRESS | CITY & ZIP | PHONE # / FAX # |
|---|---|---|---|
| OWNER: GLORIA GARZA | 1142 N. TERRY RD. | EDINBURG, 78542 | 383-0944 / - |
| ENGINEER: RAUL E. GARCIA | 116 N. 12TH | EDINBURG, 78539 | 381-1065 / 381-1280 |
| SURVEYOR: RAUL E. GARCIA | 116 N. 12TH | EDINBURG, 78539 | 381-1065 / 381-1280 |

SHEET NO. 1 OF 2 SHEETS

## RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property described as follows, to wit: Right of way, easements, and land transactions (hereinafter called "property") whether one or more, for and in consideration of one dollar ($1.00) and other good and valuable consideration paid by Hidalgo County Irrigation District No. 1 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay and thereafter at any time, operate, inspect, repair, maintain, replace, and remove water transmission lines and appurtenances and said portion the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which this easement and rights are granted. This easement hereby granted shall not exceed 30' in width, and Grantee is hereby authorized to designate the exact(s) of the easement hereby conveyed insofar as the same pertains to lands, this easement hereby granted shall be limited to a strip of land 15' in width, the center line being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the City, county or state (hereafter referred to collectively as "Governmental Authority") widens its right of way or lowers, grantor further grants to Grantee an additional easement over the land adjacent to said public road for the purpose of laterally relocating said water line or main as necessary to conform to the new grade. The easement granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the pipeline referred to herein above. This agreement is binding upon all successors of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The above-described lands are subject to an Improved Borough Federal financial assistance. This agreement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued thereunder. The assurances and terms in the agreement continues to be used for the same or similar purpose for which financial assistance is extended or for so long as the Grantee owns it, whichever is longer.

The undersigned hereby covenants and warrants that the property is free and clear of all encumbrances and liens except as follows: None

Executed this 5th day of March, 20 12.

GLORIA GARZA
1142 N. TERRY RD.
EDINBURG, TEXAS 78542

## THE STATE OF TEXAS COUNTY OF HIDALGO CERTIFICATION, DEDICATION, & ATTESTATION

I, GLORIA GARZA, AS OWNER OF THE 0.31 ACRE TRACT OF LAND DESCRIBED WITHIN THE PROPOSED MJAY SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DESIGNATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

DRINKING WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS.
(WHERE CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS,
(COLLECTIVE CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS)
(PUBLIC WATER, SEWER, TRAILS, & WALKABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS)
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

GLORIA GARZA
1142 N. TERRY RD.
EDINBURG, TEXAS 78542

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GLORIA GARZA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5th DAY OF March, 12

NOTARY PUBLIC IN AND FOR Hidalgo COUNTY, Texas

My Commission Expires

## COUNTY CLERK'S RECORDING CERTIFICATE

Arturo Guajardo Jr. COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT 10:51 O'CLOCK A.M. ON 4-19-12 AND WAS RECORDED IN INSTRUMENT # 1295863 OF THE MAP RECORDS OF HIDALGO COUNTY

Deputy

## HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MJAY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON March 30, 2012

HIDALGO COUNTY RIGHT OF WAY DIRECTOR

4/2/12 DATE

## HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MJAY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON April 10, 2012

ENVIRONMENTAL HEALTH DIVISION MANAGER

4/10/12 DATE

## APPROVAL BY IRRIGATION DISTRICT #1:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, ON THIS 1 DAY OF March, A.D. 2012.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION AND NO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID #1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HCID #1

MANAGER

SECRETARY

## APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION, AS SHOWN ON THE PLAT, AND THE DRAINAGE REPORT FOR THIS SUBDIVISION, DATED APRIL 2012, ARE ACCEPTABLE TO THIS DISTRICT INSOFAR AS THEY AFFECT THE DRAINAGE WITHIN THE DISTRICT. THIS DISTRICT DOES NOT WARRANT, AND HEREBY CERTIFY THAT THE DRAINAGE APPROVAL GIVEN HEREIN DOES NOT RELIEVE THE ENGINEER OF RECORD OF HIS RESPONSIBILITY FOR THE ADEQUACY OF THE DESIGN OF THE SUBDIVISION AND ITS DRAINAGE FACILITIES.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: DISTRICT MANAGER 4/19/12

ATTEST: SECRETARY 4-19-12

## HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

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

Ramon Garcia 4-12-12
HIDALGO COUNTY JUDGE DATE

ATTEST: Lupe Pena Jr. 4-17-12
HIDALGO COUNTY CLERK DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER CHAINLINK CONSIDERATION HAS BEEN APPLIED TO THIS PLAT

STATE OF TEXAS RAUL E. GARCIA 84790 REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS RAUL E. GARCIA 84790 REGISTERED PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL ENGINEER # 84790
REGISTERED PROFESSIONAL LAND SURVEYOR #4790

4/6/12 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: 4-11243 (-90)

## 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: | / / | 04/20/12 |

**Name:** Leobardo Villareal

**Address:** PO BOX 65 Hargill Tx. 78549

**Phone:** 815-6413

**Water Supplier:** N.A.W.

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service Mobile Home

regarding the land described as: Hargill Townsite Lot 710 Blk. 79

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 04/02/12);

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 _____);

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 _____);

Ilda J. Cantu

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____

Hidalgo County Clerk | Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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956-205-7045
956-205-7049

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


Precinct 1 2 3 (4)

Application No: 4-11243
C-00.

### 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:** Leobardo Villarreal.

**Address:** po Box 65
Hargill Tex 78549

**Phone:** 845-644-3.

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

Hargill Townsite, Lot 7-10 Blk. 79

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Leonardo Villarreal 12-15-11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

4-19-12
**Date**

Ian Castillo
**County Official**

04-24-12

Recorded On-2007-Jun-12 As-1769360

1769360

NOTICE OF CONFIDENTIALITY RIGTHS: 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.

# GIFT DEED

**Date:** 1-8-06

**Grantor:** Arturo Villarreal

**Grantor's Mailing Address:**

P.O. Box 55
Powell, Wyoming 82435
Park County

**Grantee:** Leobardo Villarreal.

**Grantee's Mailing Address:** P.O. Box 55, Powell, Wyoming 82435

**Consideration:** Love of, and affection, for Grantee.

**Property (including any improvements):** Lots 7, 8, 9, 10, and 11, Block 79, of the Townsite of Hargill, Hidalgo County, Texas, according to the map and plat thereof duly recorded in the Deed and Map Records of Hidalgo County, Texas, as referred to in the deeds on file in the Hidalgo County Deed Records office at Volume 1244, pages 482-483, Volume 1179, page 418, and Volume 1389, Page 467, to which reference is herewith made for greater certainty of description:

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:**
All validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, 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,

Recorded On-2007-Jun-12 As-1769360

except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Arturo Villarreal
ARTURO VILLARREAL

STATE OF WYOMING )
ACKNOWLEDGEMENT
COUNTY OF PARK )

Arturo Villarreal ACKNOWLEDGED this instrument before me on the 8th day of January, 2007.

C. WARNER NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 26, 2010

NOTARY PUBLIC, State of Wyoming
C Warner 11/26/2010

* * * *

PREPARED IN THE LAW OFFICE OF TEXAS RURAL LEGAL AID, EDINBURG, TEXAS

AFTER RECORDING, PLEASE RETURN TO:
Leobardo Villarreal
P.O. Box 55,
Powell, Wyoming 82435

* * * *

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-11243
Jan. 19, 2012

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

H1200-00-079-0007-00

[ 1] OWNER: VILLARREAL, LEOBARDO

1234 LANE
POWELL, WY. 82435

Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 256 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
HARGILL TOWNSITE LOT 7 THRU 10
BLK 79

LOCATION: 0 490 & 493

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $4,500

[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' FINISH FLOOR OF ELEV.
18" NATURAL GROUND.

Flor D. Castillo — Prepared by — 1-19-12 — Date

Edgar Ubidno — Approved by — 1-19-12 — Date

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . **$60.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0250 B
Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

## [ NOTICE ]

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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956-973-7850

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

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


Precinct 1 2 3 (4)

Application No: 4-11460

## 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:**

Librado Rodriguez
C/O Name: IRENE TELLEZ

Address: 6509 - Promenade Ave Edinburg TX

Phone: (956) 209-4251

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | — | |
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | — | Same Service |
| Date Approved: | / / | 4/16/12 |

Water Supplier: N.A.W.S

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

Account/ESI No.: 100327894 NA

[ ] Temporary Pole [ ] Permanent Service

Est. 2004 Mobile Home

regarding the land described as: Circus Circus LOT-38,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-14-05);

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

Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Robert Hernandez 4-16-12);

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 Robert Hernandez 4-16-12);

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

Rodolfo Rios
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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956-973-7850

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: 4-11460

### 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: Librado Rodriguez

C/O Name: IRENE TELLEZ

Address: 6509 PROMENADA AVE

EDINBURG TX

Phone: (956) 209-4251

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

Circus Circus LOT-38

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

C/O Librado Rodriguez

Requesting Party (Signature)

03-28-2012
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Copy of Permit

**This part to be filled out by receiving county official:**

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

04-18-12
**Date**

**County Official**

COPY

NOTICE OF CONFIDENTIALITY RIGHTS: 1579158

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

RE: Lot Thirty-eight (38), Circus Circus 2004 Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 54-56, Map Records of Hidalgo County, Texas.

Special Warranty Deed

1. Date: January 14, 2006

2. Grantor: Richard A. Garza, not joined hereby my spouse as the property being conveyed herein does not constitute any part of our homestead

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

4. Grantee: LIBRADO RODRIGUEZ AND MARIA CARIDAD RODRIGUEZ

5. Grantee's Mailing Address: Rt. 12 Box 925, Edinburg, Hidalgo County, Texas 78541

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged.

7. Property: Lot Thirty-eight (38), Circus Circus 2004 Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 54-56, Map Records of Hidalgo County, Texas;

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

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.

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

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

   D. The taxes for the year 2006 and subsequent years.

   E. **Save and Except** Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

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

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the

RE: Lot Thirty-eight (38), Circus Circus 2004 Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 54-56, Map Records of Hidalgo County, Texas.

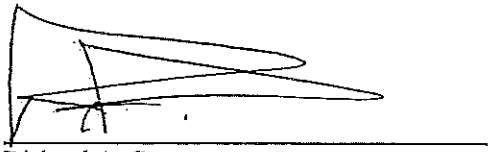
Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

13. Non-examination of Title: NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.

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

15. Signature:



Richard A. Garza

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 14th day of Jan, 2006, by Richard A. Garza.

(SEAL)

YOLANDA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-31-2008

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-2008

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

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-11460
Apr. 4, 2012

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

C4492-00-000-0038-00

[ 1] OWNER: RODRIGUEZ, LIBRADO & MARIA CARIDAD
RT. 12 BOX 25
EDINBURG, TX. 78541
Telephone No. 821-1336

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 1,400 Sq. Ft.

[ 6] USE OF BUILDING: MOBILE-HOME

[ 7] LEGAL DESC./NAME OF SUBDIVISION
CIRCUS CIRCUS LOT 38

LOCATION: 0 DOOLITTLE & RAMSEYER

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-30' SIDES-6'

Rodolfo RG
Prepared by

4-4-12
Date

Edgar H
Approved by

4-3-12
Date

Irene Gpe. Tellez T.
Signature of Owner or Applicant

04/04/12
Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . $30.00

Light [X] Water [X]

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

Community No.: 0325 D

Certification of Elevation
Required: _____ YES ✓ NO _____ BFE

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

## [ NOTICE ]

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

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

# 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

ıul E. Sesin, P.E., CFM
anning Administrator


Precinct 1 2 3 4

Application No: 4-11317

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

THE UNDERSIGNED CERTIFY AS FOLLOWS:

n the application of:

| | Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|---|
| | | | |
| | | Authorized Signature | Authorized Signature |
| | Inspection/Permit No: | | 49033 |
| | Date Approved: | / / | 4 / 16 / 12 |

ame: Raymundo Sylva Vasquez

ress: ~~4708 Texas Dove Dr.~~ MGM Grand Ranches Lot #409

one: 956-905-2353

Water Supplier: NAWS

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

Account/ESI No.: 10032784476019836

[ ] Temporary Pole [✓] Permanent Service

ling the land described as:

MGRANDRACHES #4 LOT 409

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

"yes" or "no" in each blank

A plat has been prepared;

A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-04-12)

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 Miguel Gonzalez);

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 4/16/12);

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 4/16/12);

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

_____
ıg Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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Edinburg, Texas 78542
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956-968-4734
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: 4-11317

### 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:** Raymundo & Sylvia Vasquez

**Address:** MGM Grand Ranches
Lot 409 Edinburg Tx 78539

**Phone:** 956-905 2353

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

MGM GRAND RANCHES #4 LOT 409

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Sylvia A Vasquez 4-12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

04-18-12
**Date**

**County Official**

,O: VLTC
1699

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**

**Date:** December 22, 2011

**Grantor:** Hemnarine Batan and wife Marlyn Batan

**Grantor's Mailing Address:**

8940 239th St.
Belle Rose, NY 11426
Nassau County

**Grantee:** Raymundo G. Vasquez and wife Sylvia A. Vasquez

**Grantee's Mailing Address:**

1708 Tierra Dulce Dr. Apt. #4
Edinburg, Texas 78539
Hidalgo County

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Lot 409, MGM Grand Ranches Phase IV-A, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map thereof recorded in Volume 51, Page 44-46, Map Records of Hidalgo County Texas.

**Reservations from Conveyance:**

None

Agreed to and Accepted by:

Raymundo G. Vaszquez

Sylvia A. Vasquez

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on December 27th, 2011, by Hemnarine Batan.

JUAN MANUEL MARTINEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-15-2015

Notary Public, State of Texas
My commission expires: 11-15-2015

STATE OF NEW YORK )

COUNTY OF Queens )

This instrument was acknowledged before me on December 23, 2011, by Marlyn Batan.

Notary Public, State of Texas
My commission expires: 10-11-2015

FARIHA SHAKEEL
Notary Public, State of New York
Qualified in Queens County
No. 01SH6249822
My Commission Expires 10-11-2015

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-11317
Feb. 15, 2012

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

M3849-04-000-0409-00

[ 1] OWNER: VASQUEZ, RAYMUNDO G. & SYLVI A.
1708 TIERRA DULCE DR. APT. #4
EDINBURG, TX. 78539
Telephone No. 905-2353

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 3,662 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
MGM GRAND RANCHES #4 LOT 409

LOCATION: 0 CURVE & 107

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 40' FINISH FLOOR OF ELEV.
18" FROM STREET.

Prepared by — Date: 2-15-12

Approved by — Date: 2-13-12

Signature of Owner or Applicant — Date: 2-15-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

## [ NOTICE ]

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 (4)

Application No: 4-11413

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | existing | existing lift station only |
| Date Approved: | 4/18/12 | 4/16/12 |

Name: Aurora Saenz

Address: 1720 ADAM LEE DR
EDINBURG TX 78541

Phone: 905-7536

Water Supplier: N/A

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

Account/ESI No.: 10032789423346589

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: ADAM LEE LOT-23,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-19-81);

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 Neyra Cortez);

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

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

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

_____ _____ _____
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: 4-11413

### 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:** Aurora Saenz

**Address:** 1720 ADAM LEE DR Edinburg TX 78541

**Phone:** 905-7536

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

ADAM LEE LOT-23

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Aurora Saenz
Requesting Party (Signature)

04-18-12
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:**

04/25/12
**Date**

**County Official**

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: February 29th, 2012

Grantor: Hi Starr Investments, LLC, a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540

Grantee: Aurora Saenz-Guerra & Luis Alberto Tiburcio-Mendez

Grantee's Mailing Address (including county):
1408 N. Closner
Edinburg, TX 78541
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty Six Thousand Five HundredDollars & No Cents ($26,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s)23, Adam Lee Subdivision, Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 22, page 41, Map Records Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

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

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

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

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

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

Hi Starr Investments, LLC, a Texas Limited Liability Company

BY: _____
Kyle D. Ruppert, Manager

**(Acknowledgment)**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of February, 2012, by Kyle D. Ruppert, Manager of Hi Starr Investments, LLC, a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

NOTARY PUBLIC STATE OF TEXAS
Ana Laura Villarreal
My Commission Expires
05/20/2015

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hi Starr Investments, LLC
P.O. Box 959
Edinburg, Texas 78540

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

ReMerge-It

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-11413
Mar. 15, 2012

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

A0650-00-000-0023-00

[ 1] OWNER: SAENZ, AURORA GUERRA & LUIS
ALBERTO TIBURCIO
RR 13 BOX 760
EDINBURG, TX 78541-9265
Telephone No. 905-7536

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: OTHE

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

[ 5] SIZE OF STRUCTURE: 910 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
ADAM LEE LOT 23

LOCATION: 0 M. CRISTO & SEMINARY

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

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

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

## [ NOTICE ]

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 (4)

Application No: 4-114/12

## 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:**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | 74354 | 4/18 H county |
| Date Approved: | / / | |

**Name:** Sergio Miguel Saenz

**Address:** 1603 ADAM LEE DR
EDinburg TX 78541

**Phone:** 905-7536

**Water Supplier:** N/A

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

**Account/ESI No.:** 10032789418902338

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: ADAM LEE COT-1 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-19-8);

No 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 Cantu);

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

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

No electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cantu);

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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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: 4-11412

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

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

PARTY MAKING REQUEST:

**Name:** Sergio Miguel Saénz

**Address:** 1603 ADAM LEE DR
EDINBURG TX 78541

**Phone:** 905 - 7536

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

ADAM LEE LOT-1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) 04-18-12 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:**

04/25/12
**Date**

**County Official**

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 09, 2012




Grantor: Hi Starr Investments, LLC, a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540

Grantee: Sergio Miguel Saenz & Aurora Saenz-Guerra

Grantee's Mailing Address (including county):
1408 N. Closner
Edinburg, TX 78541
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of ThirtyOne Thousand Dollars and No Cents ($31,000.00), 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)01, Adam Lee Subdivision, Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 22, page 41, Map Records Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

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

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

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

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

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

Hi Starr Investments, LLC, a Texas Limited Liability Company

BY: _____
Kyle D. Ruppert, Manager

**(Acknowledgment)**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 9th day of March, 2012, by Kyle D. Ruppert, Manager of Hi Starr Investments, LLC, a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

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:

[illegible] Investments, LLC
[illegible]
[illegible], Texas 78540

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

ReMerge-It

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-11412
Mar. 15, 2012

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

A0650-00-000-0001-00

[ 1] OWNER: SAENZ, SERGIO MIGUEL & AUROR

1408 N. CLOSNER
EDINBURG, TX. 78542
Telephone No. 702-0128

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: OTHE

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

[ 5] SIZE OF STRUCTURE: 256 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
ADAM LEE LOT 1

LOCATION: 0 M. CRISTO & SEMINARY

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

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

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

## [ NOTICE ]

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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956-968-4734
956-973-7850

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

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


Precinct 1 2 3 4

Application No: 4-11220

## 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: Todd Henningsen

Address: 3514 Spicewood drive
Edinburg, TX 78542

Phone: 281-850-0988

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | sewer |
| Date Approved: | / / | 04/26/12 |

Water Supplier: N. Alamo Water Supply Corporation

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

Account/ESI No.: 263459-001

[ ] Temporary Pole [X] Permanent Service

regarding the land described as:
3514 Spicewood drive, Edinburg, TX 78542 (Oakland Village Lot 158,

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 10/28/2005 );

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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956-968-4734
956-973-7850

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

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


Precinct 1 2 3 4

Application No: 4-11220

### 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:** Todd Henninglen

**Address:** 3514 Spicewood drive
Edinburg, TX 78542

**Phone:** 281-850-0998

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

Oakland Village Lot 198 (3514 Spicewood drive, Edinburg TX 78542)

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 4/26/2012

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:**

4/27/12
**Date**

**County Official**

Charge San Jacinto Title Services

SJTC/ CS GF #1242232

2273135

**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, 2011

Grantor: MARCO ANTONIO PIZARRO SUAREZ

Grantor's Mailing Address: 803 CIMARRON DR.
MISSION, TEXAS 78572
HIDALGO COUNTY

Grantee: TODD ALLEN HENNINGSEN

Grantee's Mailing Address: 1915 MESQUITE STREET
EDINBURG, TEXAS 78539
HIDALGO COUNTY

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of ELSA STATE BANK & TRUST CO. in the principal amount of ONE HUNDRED TWENTY ONE THOUSAND ONE HUNDRED TWENTY AND NO/100 DOLLARS ($121,120.00) of which TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) is being advanced for the purchase of the herein described property. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of ELSA STATE BANK & TRUST CO. and by a first-lien deed of trust of even date from Grantee to CESAR GONZALEZ, Trustee.

Property (including any improvements):

Lot One Hundred Ninety Eight (198), OAKLAND VILLAGE PHASE III, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 48, Pages 40-42, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Document No. 1362204, Document No. 1462488, Document No. 1540732, Official Records and recorded in Volume 49, Pages 40-42, Map Records of Hidalgo County, Texas.

b. Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 2, pursuant to applicable sections of the Texas Water Code.

d. Rights or claims by Hidalgo County Irrigation District No. 2 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

e. Easements, building setbacks and reservations as shown according to the map or plat

thereof recorded in Volume 48, Pages 40-42, Map Records of Hidalgo County, Texas.

f. Subject to rights of way, easements and conditions as more fully described and reserved in Warranty Deed recorded in Volume 19, Page 201, Deed Records of Hidalgo County, Texas.

g. Right of Way Easement dated November 5, 2002, filed for record on November 8, 2002 in the office of the County Clerk of Hidalgo County, Texas under Document No. 1138795.

h. Subject to Covenants, Conditions, Stipulations, Easements and Assessments as contained in Restrictions filed for record on July 26, 2004 in the office of the County Clerk of Hidalgo County, Texas under Document No. 1362204, Annexed under Document No. 1462488 (filed April 22, 2005) and under Document No. 1540732 (filed November 4, 2005), Official Records, Hidalgo County, Texas.

i. Covenants, conditions, and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.

j. Management Certificate dated July 27, 2006, filed August 3, 2006, recorded under Document No. 1647214, Official Records, Hidalgo County, Texas.

k. Water rights and rights to water reserved in Deed dated December 5, 2005, executed by Oakland Village, Ltd., a Texas Limited Partnership to Dolcan Construction, Inc., recorded under Document No. 1558840, Official Records, Hidalgo County, Texas.

l. Terms, conditions and stipulations contained in Oil, Gas and Mineral Leases dated June 18, 1976, recorded in Volume 362, Page 157, dated November 12, 1981, recorded in Volume 409, Page 213, dated November 20, 1981, recorded in Volume 411, Page 369, Oil and Gas Records of Hidalgo County, Texas, together with all rights incident to the owners and lessees of the minerals.

m. Terms, conditions and stipulations contained in Oil, Gas and Mineral Leases dated March 3, 1999, filed April 23, 1999, under Document No. 768134, dated March 3, 1999, filed May 3, 1999, under Document No. 769953, dated March 3,1999, filed May 3, 1999, under Document No. 769954, dated March 3, 1999, filed May 13, 1999, under Document No. 773295, dated March 3, 1999, filed May 13, 1999, under Document No. 773299, dated March 3, 1999, filed May 13, 1999, under Document No. 773305, dated March 3, 1999, filed May 13, 1999, under Document No. 773311, dated March 18, 1999, filed May 13, 1999, under Document No. 773344, dated March 3, 1999, filed May 13, 1999, under Document No. 773349, dated March 4, 1999, filed May 13, 1999, under Document No. 773520, corrected under Document No. 819759 (filed November 2, 1999), unitized under Document No. 888450 (filed July 14, 2000) and corrected under Document No. 923924 (filed November 28, 2000) and corrected under Document No. 1034317 (filed December 18, 2001), ratified under Document No. 934688 (filed January 10, 2001), dated March 3, 1999, filed May 13, 1999, under Document No. 773533, dated March 3, 1999, filed August 5, 1999, under Document No. 796221, dated March 3, 1999, filed August 5, 1999, under Document No. 796223, dated March 3, 1999, filed August 11, 1999, under Document No. 797851, extended under Document No. 1055111 (filed February 25, 2002), in the office of the County Clerk of Hidalgo County, Texas, together with all rights incident to the owners and lessees of the minerals.

n. Mineral reservations and/or conveyances as set forth in instruments dated February 1, 1949, recorded in Volume 649, Page 408, Deed Records and Dated March 25, 2003, recorded under Document No. 1182983, Official Records of Hidalgo County, Texas, together with all rights incident to the owners and lessees of the minerals.

o. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.

p. Zoning and building ordinances in favor of the City of Edinburg.

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.

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

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

MARCO ANTONIO PIZARRO SUAREZ

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HIDALGO §

~~2011~~ 2012 This instrument was acknowledged before me on the 2 day of Jan, ~~2011~~, by MARCO ANTONIO PIZARRO SUAREZ.

PATRICIA DOMINGUEZ
Notary Public, State of Texas
My Commission Expires
September 02, 2015

NOTARY PUBLIC, STATE OF TEXAS
PATRICIA Dominguez
EXP. 9-2-2015

PREPARED IN THE OFFICE OF:
SLUSHER & ASSOCIATES, PLLC
4900 NORTH TENTH, SUITE F-3
McALLEN, TEXAS 78504
GF# 112422232

AFTER RECORDING RETURN TO:

TODD ALLEN HENNINGSEN
1915 MESQUITE STREET
EDINBURG, TEXAS 78539

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-11220
Jan. 11, 2012

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

O0480-03-000-0198-00

[ 1] OWNER: HENNINGSEN, TODD ALLEN

1915 MESQUITE ST.
EDINBURG, TX. 78539

Telephone No. -

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 2,526 Sq. Ft.

[ 6] USE OF BUILDING: RESIDENTIAL

[ 7] LEGAL DESC./NAME OF SUBDIVISION
OAKLAND VILLAGE #3 LOT 198

(281)850-0998

LOCATION: 0 R. LONGORIA & WISCONSIN

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $105,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-22' SIDES-6'

Prepared by — Date: 1-11-12

Approved by — Date: 1-10-12

Signature of Owner or Applicant — Date: 1/11/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Community No.: 0425-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.

**AI-31946** **6. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

1. North Alamo Water Supply Corporation:
SEC Whalen/Ridge Rd- Bore- Michael Horbovetz; 3/4" service connection

2. City of Alamo:
a. Salazar Subd. : The contractor proposes to install a 10" PVC SDR-26 Sanitary sewer line on Fourth St. on the west side of Valle Vista St. and then run west for 338.0' and will be 9.0' north of the south edge of the existing asphalt street. The contractor proposes to install an 8" PVC SDR-26 sanitary sewer line on Valle Vista St. The line will start on FM 495 and then run north for 957.0' and will be 3.0' East of the West edge of the existing asphalt road.
b. Campo Alto Subd. : The contractor proposes to install a 10" PVC SDR-26 Sanitary sewer line on Fouth St. the line will start on Center St. then run west 487.0' being 11.0' North of the south ROW line. Install an 8" PVC SDR-26 Sanitary sewer line on Center St. line will start on FM 495 then run north 740.0' being 10.0' East of the west edge of asphalt. Install an 8" PVC SDR-26 Sanitary sewer line on Prosperidad St. The line will start on FM 495 then run north 750.0' being 10.0' East of the West edge of Asphalt. Install an 8" PVC SDR-26 Sanitary sewer line on First St., Second St. and 3rd St. the lines will start on Prosperidad St. and then run west for 290.0' and will be 5.0' North of the South edge of asphalt.
c. Rancho Escondido Subd. : The contractor proposes to install an 8' PVC SDR-26 Sanitary sewer line on Rancho Escondido Drive. The sewer line will start 30.0' North of FM 495 and then run North for 665.0' and will be 3.0' East of the West edge of the existing asphalt road. the contractor proposes to install an 8" PVC SDR-26 Sanitary Sewer line on Camino Real Drive. The line will start on the east end and run west for 574.0' being 5.0 south of the north ROW line.
d. Val-Bar Estates Phase I: The contractor proposes to install an 8" PVC SDR-26 sanitary sewer line. The line will start 50.0' east of Cesar Chavez Rd and run east for 700.0' and will be 4.0' North of the South edge of the existing asphalt road.
e. Border Rd. : The contractor proposes to install a 10" PVC SDR-26 Sanitary Sewer line. The line will start on expressway 83 and then run north for 860.0' and will be west of the east ROW line.
f. Colonia Guadalupe Subd. Phase I,II, & III: The contractor proposes to install a 10" PVC SDR-26 sanitary sewer line on Jackie Lane. The line will start at Border Rd then run west for 1390.0' and will be 4.0' south of the north edge of the exist asphalt. The contractors proposed to install an 8" PVC SDR-26 sanitary sewer line on Marcus Dr. The line will start on Jackie Lane then run North for 675.0' and will be 5.0' east of the west edge of the existing asphalt road.

BACKGROUND

Attachments

nawsc/city of alamo

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|

| | | |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/18/2012 03:58 PM |
| Olga Garza | Olga Garza | 04/19/2012 03:40 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Rebecca Gomez Started On: 04/17/2012 01:58 PM

Final Approval Date: 04/25/2012

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 1st day of May, 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. SEC Whalen/ Ridge Rd-Bore; ¾" service conn

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

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 1st day of May, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

City of Alamo hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8" & 10" 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. Salazar Subd. The contractor proposes to install a 10" PVC SDR-26 sanitary sewer line on Fourth St on the west side of Valle Vista St. and then run west for 338.0' and will be 9.0' north of the south edge of the existing asphalt street. The contractor proposes to install an 8" PVC SDR-26 sanitary sewer line on Valle Vista St. The line will start on FM 495 and then run north for 957.0' and will be 3.0' east of the west edge of the existing asphalt road.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" & 10" sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

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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 1st day of May, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

City of Alamo hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8" & 10" 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:

- 2. Campo Alto Subd. The contractor proposes to install a 10" PVC SDR-26 sewer line on Fourth St. The line will start on Center St. then run west 487.0' being 11.0' north of the south ROW line. Install an 8" PVC SDR-26 sanitary sewer line on Center St. the line will start on FM 495 then run north 740.0' being 10.0' east of the west edge of asphalt. Install an 8" PVC SDR-26 sanitary sewer line on Prosperidad St. The line will start on FM 495 then run north 750.0' being 10.0' east of the west edge of asphalt. Install an 8" PVC SDR-26 sanitary line on First St, Second St. and 3rd St. The lines will start on Prosperidad St. and then run west for 290.0' and will be 5.0' north of the south edge of asphalt.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" & 10" sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

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

- 3. Rancho Escondido Subd. The contractor proposes to install an 8" PVC SDR-26 sanitary sewer line on Rancho Escondido Drive. The sewer line will start 30.0' north of FM 495 and then run north for 665.0' and will be 3.0' east of the west edge of the existing asphalt road. The contractor proposes to install an 8" PVC SDR-26 sanitary sewer line on Camino Real Drive. The line will start on the east end and run west for 574.0' being 5.0' south of the north ROW line.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

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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.

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- 4. Val-Bar Estates Phase I: The contractor proposes to install an 8" PVC SDR-26 sewer line. The line will start 50.0' east of Cesar Chavez Rd and run east for 700.0' and will be 4.0' north of the South edge of the existing asphalt road.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

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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.

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City of Alamo hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 10 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:

- 5. Border Road: The contractor proposes to install a 10" PVC SDR-26 sanitary sewer line. The line will start on Expressway 83 and then run north for 860.0' and will be 5.0' west of the east ROW line.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 10" sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

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- 6. Colonia Guadalupe Subd. Phase I, II & III: The contractor proposes to install a 10" PVC SDR-26 sanitary sewer line on Jackie Lane. The line will start at Border Rd then run west for 1390.0' and will be 4.0' south of the north edge of the existing asphalt. The contractors proposed to install an 8" PVC SDR-26 sanitary sewer line on Marcus Drive. The line will start on Jackie Lane then run north for 675.0' and will be 5.0' east of the west edge of the existing asphalt road.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" & 10" sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

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**AI-31915** **7. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

## Information

CAPTION

| Acct# | Payer | Amt |
|---|---|---|
| C0360.00.000.0018.00 | Gutierrez Noel & Evelyn/Gonzalez | $3899.90 |
| M5200.00.123.0001.00 | Linebarger on behalf of Norma Casanova | $4053.70 |

BACKGROUND

## Attachments

Tax Refunds

## Form Review

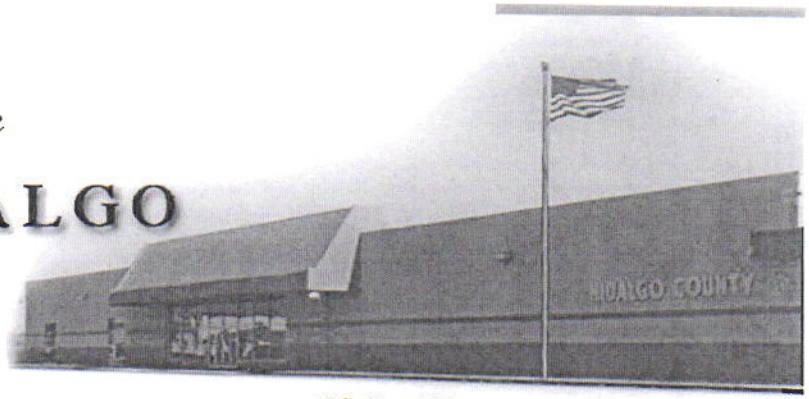
| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/13/2012 01:36 PM |
| Perla Lopez | Perla Lopez | 04/17/2012 01:10 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Hilda Fuentes Started On: 04/13/2012 01:12 PM

Final Approval Date: 04/25/2012

*Office of Tax Assessor-Collector*

# COUNTY of HIDALGO



*Armando Barrera Jr., RTA*
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

April 12, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

*Office of Tax Assessor-Collector*

# COUNTY of HIDALGO




*Armando Barrera Jr., RTA*
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

| ACCOUNT NUMBER | PAYER | AMOUNT |
|---|---|---|
| 1.C0360.00.000.0018.00 | GUTIERREZ NOEL & EVELYN/GONZALEZ | $ 3,899.90 |
| 2.M5200.00.123.0001.00 | LINEBARGER ON BEHALF OF NORMA CASA | $ 4,053.70 |

**ARMANDO BARRERA JR., RTA**
**Hidalgo County Tax Assessor - Collector**
PO BOX 178 EDINBURG, TX 78540-0178

**Phone No.:** (956) 318-2157
**Fax No.:** 956-318-2733

**Print Date:** 01/30/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CR 4-3-12
J.C 4/10/12

**Account Number**
C0360-00-000-0018-00
HCAD No. 646880

**Legal Description of the Property**
CALIFORNIA ESTATES LOT 18

2700 HIGHLAND PARK

OWNER: GUTIERREZ NOEL & EVELYN

**GUTIERREZ NOEL & EVELYN**
**2700 HIGHLAND PARK AVE**
**MISSION , TX 78574-1700**

**2011 OVERAGE AMOUNT $3,899.90**

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 48: MISSION CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

**APPLICATION FOR PROPERTY TAX REFUND**

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

| | | |
|---|---|---|
| **Step 1: Identify the Payer requesting the refund if different than shown above** | Name: Evelyn Gonzalez | Relationship to Property Owner: Owner |
| | Mailing Address: 2700 highland park | Daytime Telephone Number: 956 537-6478 |
| | City, State, Zip Code: Mission Tx 78574 | |
| **Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.** | I paid the taxes for year 2011 and am the party entitled to the refund. | |
| **Step 3: Mark the reason for the refund and provide a brief explanation** | ✓ Overpaid the account: mortgage paid and I paid | |
| | Duplicate payment | |
| | Paid in error (explain) | |
| **Step 4: Provide payment information** Attach copies of cancelled checks or tax office receipts | Total amount paid by this taxpayer | 3,899.90 |
| | Total tax, penalty, and interest amount owed for the year | |
| | Amount of refund claimed | 3899.90 |
| **Step 5: How should the refund be processed?** | Mail to Property Owner | |
| | ✓ Mail to Payer at address in Step 1 | |
| | Transfer this amount to account ____ For tax year ____ | |
| | Escrow for next year 's taxes | |
| **Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed** | By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct | |
| | SIGN HERE Evelyn Gonzalez | Date of application: 3/28/12 |
| | **If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10** | |
| AUDITORS USE ONLY: | ☑ Approved ☐ Denied By: [signature] | Date: 4/11/12 |
| TAX OFFICE USE ONLY: | ☑ Approved ☐ Denied By: [signature] | Date: 3/29/12 |

This application must be completed, signed, and submitted with supporting documentation to be valid.

4/3

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
RODRIGUEZ ANTONIO & PAYER: LINEBARGER ON BEHALF OF NORMA CASANOVA

Present mailing address *(number and street)*
312 W 9TH ST

City, town or post office, state, ZIP code
MISSION, TX 78572

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MISSION ORIGINAL TOWNSITE

**Step 2: Describe the property**

Address or location of property:

239573

Account number of property:

M5200.00.123.0001.00 &

OR

Tax receipt number:

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2000-09 | 04/29 / 2011 | $ 4053.70 | $ 4053.70 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. TOTAL | | / | $ | $ 4053.70 |

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER LINEBARGER MOVE MONIES TO CORRECT ACCT#T2200.00.022.0027.01

HF

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: [signature] Audit Dept. Manager — Date of application for tax refund: 3/23/12

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 4-3-12

sign here — Authorized officer: [signature] — Date: 4/11/12

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*: [signature] — Date: 3/29/12

4/3

**AI-31961** **8. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Jaime E. Gonzalez Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender:

Requesting approval to pay 2012 Texas Criminal Defense Lawyers Association membership dues in the amount of $500.00 for the following Public Defender Attorneys with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

| **Dept./Program** | **Attorney** | **Amount** |
|---|---|---|
| Public Defender | Jaime E. Gonzalez | $50.00 |
| Public Defender | Jose Bravo | $50.00 |
| Public Defender | Francisco Guerrero | $50.00 |
| Public Defender | Gina Vela | $50.00 |
| Public Defender | Jose Martinez | $50.00 |
| Public Defender | Sofia Kamal | $50.00 |
| Public Defender | Lauren Sepulveda | $50.00 |
| Public Defender | Ruben Pena, Jr. | $50.00 |
| Public Defender - Juvenile Section | Jennifer Narvaez | $50.00 |
| Public Defender - Juvenile Section | Michael Parson | $50.00 |
| | **Total:** | **$500.00** |

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-30-085-003-0-810

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

BUDGETARY IMPACT:

Funds available as of 04/19/2012, refer to Req #00214692.

FISCAL YEAR: 2012 ACCT. #: 2-1282-412-30-085-004-2-810

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

BUDGETARY IMPACT:

Funds available as of 04/19/2012, refer to Req #00214692.

Attachments

Requisition

NOTICES
affidavits

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/18/2012 03:05 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Patti Loya Started On: 04/18/2012 02:07 PM

Final Approval Date: 04/25/2012

alio Millennium Edition – Copyright Weidenhammer Systems Corp. 1997 - 2012 - [Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm]

Action Edit Query Block Record Field Window Help

Mode: Entry

Requisition No 00214692
Po No
Date Entered 04-18-2012
Status Needs Approval by PBDF

Vendor TEXAS CRIMINAL DEFENSE LAWYER ASSOC
Address 1717 W 6TH ST. , STE #315
AUSTIN TX 78703-4787

Owner PLOYA

| Line No | Quantity | Description | Unit Price | Payment Amount |
|---|---|---|---|---|
| 1 | 8 | 2012 MEMBERSHIP DUES FOR THE FOLLOWING: JAIME E. GONZA | 50.0000 | 400.00 |
| 2 | 2 | 2012 MEMBERSHIP DUES FOR THE FOLLOWING: JENNIFER NARV | 50.0000 | 100.00 |

**Total** **500.00**

| Account Number | Description | Account Balance | Amount |
|---|---|---|---|
| 2-1282-412-30-085-004-2-810 | PUBLIC DEFENDER'S JUV SECT-DUES & MEN | 900.00 | 100.00 |
| 2-1100-412-30-085-003-0-810 | PUBLIC DEFENDER-DUES & MEMBERSHIPS | 1,050.00 | 400.00 |

Forms

Print capture beginning. Don't move or occlude window until done.

OK Cancel

Record: 1/1 <OSC> <DBG>

# Texas Criminal Defense Lawyers Association
## Membership Application

Membership Expires: 7/31/2012

## Contact Information

*Your membership is effective upon approval of application and receipt of annual membership dues. Please allow two to four weeks for confirmation and certificate receipt.*

☐ Mr. ☐ Ms. ☒ Mrs.

Sofia Kamal
Name (first, middle, last)

12/19/76
Date of Birth*

Asian (Indian/Pakistani-American)
Ethnicity*

1615 S. Closner Ste. B
Address

Edinburg, TX 78539
City, State, Zip

Hidalgo
County

956-292-7040
Phone

956-292-7049
Fax

Hidalgo County Public Defender's Office
Company

sofia.kamal@co.hidalgo.tx.us
Email / Website

24043746
Bar Card Number/Date

Affiliate Association

** These questions are optional and for internal statistics only. The information provided will not be distributed at any time.*

***Nominating Endorsement*** *(must be completed for new members)*
*As a current member of TCDLA, I believe this applicant to be a person of professional competency, integrity and good moral character.*

Printed Name of Endorser

Signature of Endorser

***Communication Preferences*** *(legislative, SDRs, seminars, events, and other announcements related to criminal defense)*

☐ Exclude me from fax communication ☐ Exclude me from email communication

## Membership Category

*Please check appropriate category. Prices are for one year.*

☐ First-time member REG • $75
☐ Voluntary sustaining member (required for TCDLA officers and directors) VS • $300
☐ TCDLA past president member PPRES • $50
☐ Law student member STU • $20
☐ Affiliate member AFF • $50
☐ Paralegal PARAL ☐ Investigator INV ☐ Expert EXP ☐ Other (law professors and other persons approved by the board of directors)

☐ Regular member (renewal) REG • $150
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☐ Distinguished member (70+) DIS • $50
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☒ Texas or ☐ Federal

☐ *I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $* _____

*Tax Notice:* $36 of your annual dues ($19 if a student member) is for a one year subscription to the *Voice for the Defense*. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business expense. The non-deductible portion of regular and initial membership dues is $39 in accordance with IRC sec. 6033.

## Lawyer Locator

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## Payment Method

☐ Check payable to TCDLA ☐ Credit card (Visa, Mastercard, Amex, or Discover)

Credit Card Number

Expiration Date

Name on Card

Signature

## Join

Renew online at www.tcdla.com or mail completed form with payment to TCDLA Membership • 6808 Hill Meadow Drive • Austin, Texas 78736

TCDLA office use only
Amount: _____ Check/cc: _____ Entered by: _____ Date: _____

# Texas Criminal Defense Lawyers Association
## Membership Application

## Contact Information

*Your membership is effective upon approval of application and receipt of annual membership dues. Please allow two to four weeks for confirmation and certificate receipt.*

☐ Mr. ☐ Ms. ☐ Mrs.

Francisco Guerrero II — Name (first, middle, last)

01/10/1977 — Date of Birth*

Hispanic — Ethnicity*

~~[redacted]~~ 1615 S. Closner — Address

Edinburg, TX 78539 — City, State, Zip

Hidalgo — County

956.292.7040 — Phone

956.292.7049 — Fax

Hidalgo County Public Defender — Company

francisco.guerrero@co.hidalgo.tx.us — Email

Website

24047588 5/2006 — Bar Card Number/Date

Affiliate Association

* *These questions are optional and for internal statistics only. The information provided will not be distributed at any time.*

**Nominating Endorsement** *(must be completed for new members)*
*As a current member of TCDLA, I believe this applicant to be a person of professional competency, integrity and good moral character.*

Printed Name of Endorser

Signature of Endorser

**Communication Preferences** *(legislative, SDRs, seminars, events, and other announcements related to criminal defense)*

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☐ Law student member STU • $20

☐ Affiliate member AFF • $50

☐ Paralegal PARAL ☐ Investigator INV ☐ Expert EXP ☐ Other (law professors and other persons approved by the board of directors)

☐ Regular member (renewal) REG • $150

☐ Sustaining member (required for TCDLA associate directors) SUS • $200

☐ Distinguished member (70+) DIS • $50

☒ Public defender member (must be a PD employee) PD • $50

☒ Texas or ☐ Federal

☐ *I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $* _____

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_____ _____ _____

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Expiration Date

Name on Card

Signature

## Join

Renew online at **www.tcdla.com** or mail completed form with payment to **TCDLA Membership • 6808 Hill Meadow Drive • Austin, Texas 78736**

TCDLA office use only
Amount: _____ Check/cc: _____ Entered by: _____ Date: _____

# TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION

## MEMBERSHIP RENEWAL NOTICE

Jaime E. Gonzalez
1615 S Closner Blvd Ste B
Edinburg, TX 78539-6362

**Membership Expires: 2/29/2012**
**TCDLA ID#:** 9278

## MEMBERSHIP CATEGORY

Please check appropriate category. Prices include one year of membership.

- ☐ Regular Member (renewal) **REG** • $150
- ☐ Voluntary Sustaining Member (required for TCDLA officers and directors) **VS** • $300
- ☐ TCDLA Past President Member **PPRES** • $50
- ☒ Public Defender Member (must be a PD employee) **PD** • $50
- ☐ Affiliate Member **AFF** • $50
  - ☐ Paralegal **PARAL** ☐ Investigator **INV** ☐ Expert **EXP** ☐ Other (law professors and other persons approved by the Board of Directors)
- ☐ Law Student Member **STU** • $20
- ☐ Sustaining Member (required for TCDLA Associate Directors) **SUS** • $200
- ☐ Distinguished Member (70+) **DIS** • $50
- ☐ I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $ _____.

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## LAWYER LOCATOR

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_____ _____ _____

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## INFORMATION UPDATE

Please indicate below any changes to your address or contact information.

Name _____ Company _____

Street _____ City, State, Zip _____

Phone _____ Fax _____

Email _____ Website _____

Communication Preferences (legislative, SDR's, seminars, events and other announcements related to criminal defense)

☐ Exclude me from fax communication ☐ Exclude me from email communication

## PAYMENT METHOD

☐ Check payable to TCDLA ☐ Credit Card (Visa, Mastercard, Amex or Discover)

Credit Card Number _____ Expiration Date _____

Name on Card _____ Signature _____

## RENEW

- Mail completed form with payment to: **TCDLA Membership • 6808 Hill Meadow Drive • Austin, TX 78736**
- Renew online at **www.tcdla.com**
- Fax completed form with credit card to **512.469.9107**

TCDLA office use only: Amount: _____ Check/CC: _____

# Texas Criminal Defense Lawyers Association

## Membership Application

### Contact Information

*Your membership is effective upon approval of application and receipt of annual membership dues. Please allow two to four weeks for confirmation and certificate receipt.*

☑ Mr. ☐ Ms. ☐ Mrs.

Jose Luis Bravo
Name (first, middle, last)

3/26/74
Date of Birth*

Ethnicity*

1516 S. Closner
Address

Edinburg, TX 78539
City, State, Zip

Hidalgo
County

(956)292-7040
Phone

(956) 292-7049
Fax

Hidalgo Cty Public Defender
Company

jbravo74@yahoo.com
Email

—
Website

24038781
Bar Card Number/Date

—
Affiliate Association

* *These questions are optional and for internal statistics only. The information provided will not be distributed at any time.*

*Nominating Endorsement (must be completed for new members)*
*As a current member of TCDLA, I believe this applicant to be a person of professional competency, integrity and good moral character.*

Printed Name of Endorser

Signature of Endorser

*Communication Preferences (legislative, SDRs, seminars, events, and other announcements related to criminal defense)*

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### Membership Category

*Please check appropriate category. Prices are for one year.*

☐ First-time member REG • $75

☐ Voluntary sustaining member (required for TCDLA officers and directors) VS • $300

☐ TCDLA past president member PPRES • $50

☐ Law student member STU • $20

☐ Affiliate member AFF • $50

☐ Regular member (renewal REG) • $150

☐ Sustaining member (required for TCDLA associate directors) S • $200

☐ Distinguished member (70+) DIS • $50

☑ Public defender member (must be a PD employee) PD • $50
☑ Texas or ☐ Federal

☐ Paralegal PARAL ☐ Investigator INV ☐ Expert EXP ☐ Other (law professors and other persons approved by the board of directors)

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# Texas Criminal Defense Lawyers Association
## Membership Application

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☐ Mr. ☑ Ms. ☐ Mrs.

Gina Vela — Name (first, middle, last)
04/09/1985 — Date of Birth*
Hispanic — Ethnicity*
P.O. Box 247 — Address
Progreso, TX 78579 — City, State, Zip
Hidalgo — County
(956) 874-9588 — Phone
(956) 292-7049 — Fax
Public Defenders Office — Company
gina.vela@co.hidalgo.tx.us — Email
Website
24079511 11/04/2011 — Bar Card Number/Date
Affiliate Association

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***Nominating Endorsement*** *(must be completed for new members)*
*As a current member of TCDLA, I believe this applicant to be a person of professional competency, integrity and good moral character.*

Jaime E. Gonzalez — Printed Name of Endorser
Signature of Endorser

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☐ TCDLA past president member PAST • $50
☐ Law student member STU • $20
☐ Affiliate member AFF • $50
☐ Paralegal PARAL ☐ Investigator INV ☐ Expert EXP ☐ Other (law professors and other persons approved by the board of directors)

☐ Regular member (renewal) REG • $150
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☐ Mr. ☑ Ms. ☐ Mrs.

Lauren R. Sepulveda — Name (first, middle, last)
6/24/1985 — Date of Birth*
Hispanic — Ethnicity*

1501 Edgewood Dr. — Address
Weslaco, TX 78596 — City, State, Zip

Hidalgo — County
(956)373-3189 — Phone
(956) 292-7049 — Fax

Hidalg Co. Public Defender — Company
lauren.Sepulveda@co.hidalgo.tx.us — Email
— Website

24079300/11·4·12 — Bar Card Number/Date
Affiliate Association

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Signature of Endorser

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### Payment Method

☐ Check payable to TCDLA ☐ Credit card (Visa, Mastercard, Amex, or Discover)

Credit Card Number — Expiration Date

Name on Card — Signature

### Join

Renew online at **www.tcdla.com** or mail completed form with payment to **TCDLA Membership • 6808 Hill Meadow Drive • Austin, Texas 78736**

TCDLA office use only
Amount: _____ Check/cc: _____ Entered by: _____ Date: _____

# Texas Criminal Defense Lawyers Association
## Membership Application

### Contact Information

*ur membership is effective upon approval of application and receipt of annual membership dues. Please allow two to four weeks for confirmation and rtificate receipt.*

Mr. ☐ Ms. ☐ Mrs.
Rubén Peña, Jr.
me (first, middle, last)

06/12/1987
Date of Birth*

Hispanic/Latino
Ethnicity*

1213 E. Maurer
ress

Pharr, TX 78577
City, State, Zip

Hidalgo, TX
unty

956-588-8832
Phone

956-292-7049
Fax

idalgo County Public Defender's Office
mpany

ruben.pena@co.hidalgo.tx.us
Email

N/A
Website

24072893
Card Number/Date

Affiliate Association

*hese questions are optional and for internal statistics only. The information provided will not be distributed at any time.*

***minating Endorsement*** *(must be completed for new members)*
*a current member of TCDLA. I believe this applicant to be a person of professional competency, integrity and good moral character.*

Sofia Kamal
ted Name of Endorser

Signature of Endorser

***mmunication Preferences*** *(legislative, SDRs, seminars, events, and other announcements related to criminal defense)*

☒ Exclude me from fax communication ☐ Exclude me from email communication

### Membership Category

*ease check appropriate category. Prices are for one year.*

First-time member REG • $75

Voluntary sustaining member (required for TCDLA officers and directors) VS • $300

TCDLA past president member PPRES • $50

Law student member STU • $20

Affiliate member AFF • $50

☐ Regular member (renewal) REG • $150

☐ Sustaining member (required for TCDLA associate directors) SUS • $200

☐ Distinguished member (70+) DIS • $50

☒ Public defender member (must be a PD employee) PD • $50
☒ Texas or ☐ Federal

☐ Paralegal PARAL ☐ Investigator INV ☐ Expert EXP ☐ Other (law professors and other persons approved by the board of directors)

*I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $* _____

Notice: $36 of your annual dues ($19 if a student member) is for a one year subscription to the *Voice for the Defense*. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business ense. The non-deductible portion of regular and initial membership dues is $39 in accordance with IRC sec. 6033.

### Lawyer Locator

*Yes! Include me in the online Lawyer Locator.* You may list up to three areas of specialty in criminal defense law for public access (example: DWI, sexual assault, appeals.*

_____ _____ _____

sclaimer: Provider makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on provider's website to provide the public with ices for possible legal services. Provider expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose, and non-infringement. Moreover, content contained on or made available through website is not intended to and does not constitute legal advice, and no attorney-client relationship is formed. The accuracy, completeness, adequacy, or currency of the content is not warranted or guaranteed. Your use of information on website or materials linked from the website is at your own risk.

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Check payable to TCDLA ☐ Credit card (Visa, Mastercard, Amex, or Discover)

edit Card Number

Expiration Date

me on Card

Signature

### Join

enew online at www.tcdla.com or mail completed form with payment to TCDLA Membership • 6808 Hill Meadow Drive • Austin, Texas 78736

DLA office use only
nount: _____ Check/cc: _____ Entered by: _____ Date: _____

# Texas Criminal Defense Lawyers Association
## Membership Application

### Contact Information

*Your membership is effective upon approval of application and receipt of annual membership dues. Please allow two to four weeks for confirmation and certificate receipt.*

☒ Mr. ☐ Ms. ☐ Mrs.

Jose A. Martinez — Name (first, middle, last)

07/21/77 — Date of Birth*

Ethnicity*

100 N. Closner 5th Floor — Address

Edinburg, Tx. 78539 — City, State, Zip

Hidalgo — County

956-292-7040 — Phone

956-292-7049 — Fax

Public Defender's Office — Company

jose.martinez@co.hidalgo.tx.us — Email

Website

24067743 05/01/2009 — Bar Card Number/Date

Affiliate Association

** These questions are optional and for internal statistics only. The information provided will not be distributed at any time*

***Nominating Endorsement*** *(must be completed for new members)*
*As a current member of TCDLA, I believe this applicant to be a person of professional competency, integrity and good moral character.*

Sofia Canal — Printed Name of Endorser

Sofia Canal — Signature of Endorser

***Communication Preferences*** *(legislative, SDRs, seminars, events, and other announcements related to criminal defense)*

☒ Exclude me from fax communication ☒ Exclude me from email communication

### Membership Category

*Please check appropriate category. Prices are for one year.*

- ☐ First-time member REG • $75
- ☐ Voluntary sustaining member (required for TCDLA officers and directors) VS • $300
- ☐ TCDLA past president member PPRES • $50
- ☐ Law student member STU • $20
- ☐ Affiliate member AFF • $50
  - ☐ Paralegal PARAL ☐ Investigator INV ☐ Expert EXP ☐ Other (law professors and other persons approved by the board of directors)
- ☐ Regular member (renewal) REG • $150
- ☐ Sustaining member (required for TCDLA associate directors) SUS • $200
- ☐ Distinguished member (70+) DIS • $50
- ☒ Public defender member (must be a PD employee) PD • $50
  - ☒ Texas or ☐ Federal

☐ *I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $* _____

Tax Notice: $36 of your annual dues ($19 if a student member) is for a one year subscription to the *Voice for the Defense*. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business expense. The non-deductible portion of regular and initial membership dues is $39 in accordance with IRC sec. 6033.

### Lawyer Locator

☐ *Yes! Include me in the online Lawyer Locator.* You may list up to three areas of specialty in criminal defense law for public access (example: DWI, sexual assault, appeals.*

_____ _____ _____

*Disclaimer: Provider makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on provider's website to provide the public with choices for possible legal services. Provider expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose, and non-infringement. Moreover, content contained on or made available through this website is not intended to and does not constitute legal advice, and no attorney-client relationship is formed. The accuracy, completeness, adequacy, or currency of the content is not warranted or guaranteed. Your use of information on the website or materials linked from the website is at your own risk.

### Payment Method

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### Join

Renew online at **www.tcdla.com** or mail completed form with payment to TCDLA Membership • 6808 Hill Meadow Drive • Austin, Texas 78736

TCDLA office use only
Amount: _____ Check/cc: _____ Entered by _____ Date: _____

# TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION
## MEMBERSHIP RENEWAL NOTICE

Jennifer A. Narvaez
1615 S Closner Blvd Ste B
Edinburg, TX 78539-6362

**Membership Expires: 2/29/2012**
**TCDLA ID#:** 8792

## MEMBERSHIP CATEGORY

Please check appropriate category. Prices include one year of membership.

- ☐ Regular Member (renewal) **REG** • $150
- ☐ Voluntary Sustaining Member (required for TCDLA officers and directors) **VS** • $300
- ☐ TCDLA Past President Member **PPRES** • $50
- ☑ Public Defender Member (must be a PD employee) **PD** • $50
- ☐ Affiliate Member **AFF** • $50
  - ☐ Paralegal **PARAL** ☐ Investigator **INV** ☐ Expert **EXP** ☐ Other (law professors and other persons approved by the Board of Directors)
- ☐ Law Student Member **STU** • $20
- ☐ Sustaining Member (required for TCDLA Associate Directors) **SUS** • $200
- ☐ Distinguished Member (70+) **DIS** • $50
- ☐ I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $ _____.

**Tax Notice:** $36 of your annual dues ($19 if a student member) is for a one year subscription to the VOICE for the Defense. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business expense. The non-deductible portion of regular and initial membership dues is $39 in accordance with IRC sec. 6033.

## LAWYER LOCATOR

☐ Yes! Include me in the online lawyer locator.* You may list up to three practice areas in criminal defense law for public access. (example: DWI, sexual assault, appeals)

_____ _____ _____

*Disclaimer: TCDLA makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on TCDLA's website to provide the public with choices for possible legal services. TCDLA expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. Moreover, content contained on or made available through this website is not intended to and does not constitute legal advice and no attorney-client relationship is formed. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. Your use of information on the website or materials linked from the website is at your own risk.

## INFORMATION UPDATE

Please indicate below any changes to your address or contact information.

Name _____ Company _____

Street _____ City, State, Zip _____

Phone _____ Fax _____

Email _____ Website _____

**Communication Preferences (legislative, SDR's, seminars, events and other announcements related to criminal defense)**

☐ Exclude me from fax communication ☐ Exclude me from email communication

## PAYMENT METHOD

☐ Check payable to TCDLA ☐ Credit Card (Visa, Mastercard, Amex or Discover)

Credit Card Number _____ Expiration Date _____

Name on Card _____ Signature _____

## RENEW

- Mail completed form with payment to:
  **TCDLA Membership • 6808 Hill Meadow Drive • Austin, TX 78736**
- Renew online at **www.tcdla.com**
- Fax completed form with credit card to **512.469.9107**

TCDLA office use only: Amount: _____ Check/CC: _____

# Texas Criminal Defense Lawyers Association
## Membership Application

### Contact Information

*Your membership is effective upon approval of application and receipt of annual membership dues. Please allow two to four weeks for confirmation and certificate receipt.*

☒ Mr. ☐ Ms. ☐ Mrs.

Michael S. Parson — Name (first, middle, last)

4/19/74 — Date of Birth*

Ethnicity*

1615 S. Closner, Suite B — Address

Edinburg, Tx 78539 — City, State, Zip

Hidalgo — County

(956) 292-7040 — Phone

(956) 292-7049 — Fax

Hidalgo County Public Defender's office — Company

michael.parson@co.hidalgo.tx.us — Email

Website

24041654 — Bar Card Number/Date

Affiliate Association

* *These questions are optional and for internal statistics only. The information provided will not be distributed at any time.*

***Nominating Endorsement*** *(must be completed for new members)*

*As a current member of TCDLA, I believe this applicant to be a person of professional competency, integrity and good moral character.*

Sofia Kanwal — Printed Name of Endorser

Signature of Endorser

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☐ Exclude me from fax communication ☐ Exclude me from email communication

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*Please check appropriate category. Prices are for one year.*

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☐ Paralegal PARAL ☐ Investigator INV ☐ Expert EXP ☐ Other (law professors and other persons approved by the board of directors)

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TCDLA office use only

Amount: _____ Check/cc: _____ Entered by: _____ Date: _____

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Jaime E Gonzalez, do hereby state that my membership in the TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 2/21/12

TITLE: Chief Public Defender

Before me Patricia G. Loya, a Notary Public, appeared Jaime E. Gonzalez, and ~~on his~~ hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in ~~every~~ respect.

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| **AUTHORITY TO OBTAIN AFFIDAVIT:** | **LGC § 113.064(b)** |
| **AUTHORITY TO PAY MEMBERSHIP DUES:** | **LGC § 89.002** |

COUNTY AUDITOR'S FORM: RE-CA-041
**REVISED: 02/2007**

**DEPARTMENT HEAD APPROVAL**

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Jose Luis Bravo, do hereby state that my membership in the TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Jose Bravo DATE: 2/21/12

TITLE: 1st Assistant Public Defender

Before me Patricia G. Loya, a Notary Public, appeared Jose Luis Bravo, and on his/ hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) PATRICIA G. LOYA Notary Public, State of Texas My Commission Expires March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

| | |
|---|---|
| **AUTHORITY TO OBTAIN AFFIDAVIT:** | **LGC § 113.064(b)** |
| **AUTHORITY TO PAY MEMBERSHIP DUES:** | **LGC § 89.002** |

COUNTY AUDITOR'S FORM: RE-CA-041
**REVISED: 02/2007**

**DEPARTMENT HEAD APPROVAL**

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Sofia Kamal, do hereby state that my membership in the TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Sofia Kamal DATE: 2/21/12

TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Sofia Kamal, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) PATRICIA G. LOYA Notary Public, State of Texas My Commission Expires March 13, 2012

Patricia G. Loya

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

| | |
|---|---|
| **AUTHORITY TO OBTAIN AFFIDAVIT:** | **LGC § 113.064(b)** |
| **AUTHORITY TO PAY MEMBERSHIP DUES:** | **LGC § 89.002** |

COUNTY AUDITOR'S FORM: RE-CA-041

**REVISED: 02/2007**

**DEPARTMENT HEAD APPROVAL**

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Francisco Guerrero II, do hereby state that my membership in the TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 2/22/2012

TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Francisco Guerrero II and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| **AUTHORITY TO OBTAIN AFFIDAVIT:** | **LGC § 113.064(b)** |
| **AUTHORITY TO PAY MEMBERSHIP DUES:** | **LGC § 89.002** |

COUNTY AUDITOR'S FORM: RE-CA-041
**REVISED: 02/2007**

_____
**DEPARTMENT HEAD APPROVAL**

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Gina Vela, do hereby state that my membership in the TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Gina Vela DATE: 2/21/12

TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Gina Vela, and on his /(hers) oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) PATRICIA G. LOYA Notary Public, State of Texas My Commission Expires March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

| | |
|---|---|
| **AUTHORITY TO OBTAIN AFFIDAVIT:** | **LGC § 113.064(b)** |
| **AUTHORITY TO PAY MEMBERSHIP DUES:** | **LGC § 89.002** |

COUNTY AUDITOR'S FORM: RE-CA-041
**REVISED: 02/2007**

**DEPARTMENT HEAD APPROVAL**

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Lauren R. Sepúlveda, do hereby state that my membership in the TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 2/21/12

TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Lauren R. Sepulveda and on his / ~~hers~~ oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) PATRICIA G. LOYA Notary Public, State of Texas My Commission Expires March 13, 2012

Patricia G. Loya

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

| | |
|---|---|
| **AUTHORITY TO OBTAIN AFFIDAVIT:** | **LGC § 113.064(b)** |
| **AUTHORITY TO PAY MEMBERSHIP DUES:** | **LGC § 89.002** |

COUNTY AUDITOR'S FORM: RE-CA-041
**REVISED: 02/2007**

**DEPARTMENT HEAD APPROVAL**

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Ruben Pena, Jr., do hereby state that my membership in the TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
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3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 4/17/12

TITLE: Assistant Public Defender

Before me ~~Patricia G. Loya~~ F.G. Flor E. Galindo a Notary Public, appeared Ruben Pena, Jr., and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

FLOR E. GALINDO
Notary Public, State of Texas
My Commission Expires
05-15-2012

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| **AUTHORITY TO OBTAIN AFFIDAVIT:** | **LGC § 113.064(b)** |
| **AUTHORITY TO PAY MEMBERSHIP DUES:** | **LGC § 89.002** |

COUNTY AUDITOR'S FORM: RE-CA-041
**REVISED: 02/2007**

_____
**DEPARTMENT HEAD APPROVAL**

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, JOSE MARTINEZ, do hereby state that my membership in the TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Jose A Martinez DATE: 4/18/12

TITLE: Assistant Public Defender

Before me Patricia G Loya, a Notary Public, appeared Jose A. Martinez, and on ~~his~~ hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

PATRICIA G LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-26-2016

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| **AUTHORITY TO OBTAIN AFFIDAVIT:** | **LGC § 113.064(b)** |
| **AUTHORITY TO PAY MEMBERSHIP DUES:** | **LGC § 89.002** |

COUNTY AUDITOR'S FORM: RE-CA-041
**REVISED: 02/2007**

**DEPARTMENT HEAD APPROVAL**

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Jennifer A. Narvaez, do hereby state that my membership in the TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 2/21/12

TITLE: Public Defender III

Before me Patricia G. Loya, a Notary Public, appeared Jennifer Narvaez, and on his / her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(A L ) PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| **AUTHORITY TO OBTAIN AFFIDAVIT:** | **LGC § 113.064(b)** |
| **AUTHORITY TO PAY MEMBERSHIP DUES:** | **LGC § 89.002** |

COUNTY AUDITOR'S FORM: RE-CA-041
**REVISED: 02/2007**

**DEPARTMENT HEAD APPROVAL**

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Michael S. Parson, do hereby state that my membership in the TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Michael S. P DATE: 2/21/12

TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Michael S. Parson, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| **AUTHORITY TO OBTAIN AFFIDAVIT:** | **LGC § 113.064(b)** |
| **AUTHORITY TO PAY MEMBERSHIP DUES:** | **LGC § 89.002** |

COUNTY AUDITOR'S FORM: RE-CA-041
**REVISED: 02/2007**

**DEPARTMENT HEAD APPROVAL**

**AI-32023** **9. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

## Information

CAPTION

Approval of Financial Report: March 2012

BACKGROUND

Policy Council Approval: 04.25.12

## Attachments

Financial Report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/25/2012 04:23 PM |
| Roland Garcia | Angela Garcia | 04/26/2012 08:38 AM |
| Auditor's Office | Arcilia Duran | 04/26/2012 03:02 PM |

Form Started By: Linda Galaviz Started On: 04/23/2012 03:31 PM

Final Approval Date: 04/26/2012

# Hidalgo County Head Start Program

## Policy Council Consent Agenda

**DATE:** April 25, 2012

**SUBJECT:** Approval of Program Financial Report

**RATIONALE/NEED:** Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

**RECOMMENDATION:** Administration recommends approval.

**COST:** N/A

**RELATED INFORMATION INCLUDES:** Financial Report: March 2012

**********

**INITIATED BY:** Elma Keller, Finance Director

**REVIEWED BY:** Edmundo Garcia, Assistant Program Director

**EXECUTIVE DIRECTOR'S APPROVAL:** Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2012 Policy Council Budget
From 3/1/2012 Through 3/31/2012

| Account Code | Account Title | Total Budget | YTD Actual | YTD Encumbrance | Total Budget Variance | Percent Total Budget Remaining | Current Actual |
|---|---|---|---|---|---|---|---|
| 01 | SALARIES | 16,479,752.73 | 3,466,654.85 | 0.00 | 13,013,097.88 | 78.96% | 1,257,145.49 |
| 02 | FRINGE BENEFITS | 5,506,049.11 | 1,241,276.84 | 0.00 | 4,264,772.27 | 77.45% | 429,866.35 |
| 03 | OUT OF TOWN TRAVEL | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00% | 0.00 |
| 05 | SUPPLIES | 880,233.40 | 296,374.59 | 0.00 | 583,858.81 | 66.33% | 114,427.39 |
| 06 | OTHER COST | 1,951,925.76 | 602,358.00 | 33,776.27 | 1,315,791.49 | 67.40% | 198,249.69 |
| Report Total | | 24,827,961.00 | 5,606,664.28 | 33,776.27 | 19,187,520.45 | 77.28% | 1,999,688.92 |

**AI-32026** **9. B.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

## Information

CAPTION

Approval of Special Services Report: March 2012

BACKGROUND

Policy Council Approval: 04.25.12

## Attachments

Special Services Report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/25/2012 04:43 PM |
| Roland Garcia | Angela Garcia | 04/26/2012 08:38 AM |
| Auditor's Office | Arcilia Duran | 04/26/2012 03:02 PM |

Form Started By: Linda Galaviz Started On: 04/23/2012 03:42 PM

Final Approval Date: 04/26/2012

# Hidalgo County Head Start Program

## Policy Council Consent Agenda

**DATE:** April 25, 2012

**SUBJECT:** Approval of Special Services Monthly Report

**RATIONALE/NEED:** This report keeps the Policy Council Members informed on the number count of children with special needs.

**RECOMMENDATION:** Administration recommends approval.

**COST:** N/A

**RELATED INFORMATION INCLUDES:** Special Services Report: March 2012

**********

**INITIATED BY:** Connie Horta, Special Services Director

**REVIEWED BY:** Nora S. Munoz, Assistant Program Director

**EXECUTIVE DIRECTOR'S APPROVAL:**

# Special Services Monthly Program Report
## March 2012

| Center | LEA Diagnosed | Pending LEA Referrals | # Receiving Rehab Services | Did Not Qualify | Parent Refusal of Services | Total Center Enrollment | 10% Quota |
|---|---|---|---|---|---|---|---|
| Alamo | 18 | 1 | 21 | 5 | 0 | 117 | 12 |
| Alton | 16 | 5 | 21 | 5 | 2 | 100 | 10 |
| Donna I | 14 | 7 | 30 | 7 | 7 | 136 | 14 |
| Donna II | 3 | 4 | 12 | 4 | 0 | 60 | 6 |
| Donna IV | 3 | 2 | 4 | 0 | 0 | 33 | 3 |
| Edcouch | 9 | 4 | 18 | 2 | 0 | 185 | 18 |
| Edinburg I | 2 | 2 | 7 | 4 | 2 | 57 | 6 |
| Edinburg II | 4 | 1 | 10 | 2 | 0 | 34 | 3 |
| Edinburg III | 2 | 2 | 10 | 2 | 0 | 51 | 5 |
| Edinburg IV | 16 | 10 | 31 | 5 | 1 | 194 | 19 |
| Edinburg V | 13 | 1 | 16 | 2 | 1 | 154 | 15 |
| Elsa | 8 | 1 | 6 | 1 | 0 | 57 | 6 |
| Hidalgo | 6 | 0 | 12 | 1 | 0 | 54 | 5 |
| La Herencia | 7 | 0 | 4 | 2 | 0 | 52 | 5 |
| La Joya | 9 | 0 | 21 | 0 | 0 | 91 | 9 |
| Las Milpas I | 13 | 0 | 24 | 1 | 0 | 114 | 11 |
| Las Milpas II | 9 | 0 | 7 | 0 | 0 | 51 | 5 |
| McAllen II | 14 | 0 | 20 | 2 | 1 | 111 | 11 |
| McAllen IV | 5 | 0 | 3 | 3 | 0 | 51 | 5 |
| McAllen V | 9 | 0 | 9 | 0 | 0 | 57 | 6 |
| McAllen VI | 8 | 1 | 5 | 1 | 1 | 51 | 5 |
| Vine Terrace | 6 | 0 | 8 | 1 | 2 | 56 | 6 |
| Mercedes I | 14 | 1 | 19 | 2 | 1 | 117 | 12 |
| Mercedes II | 3 | 0 | 10 | 4 | 0 | 34 | 3 |
| Mission I | 6 | 4 | 7 | 1 | 0 | 80 | 8 |
| Mission II | 21 | 3 | 24 | 4 | 1 | 148 | 15 |
| Mission III | 9 | 9 | 5 | 4 | 0 | 51 | 5 |
| Mission IV | 6 | 0 | 8 | 0 | 0 | 55 | 6 |
| Monte Alto | 9 | 1 | 1 | 0 | 1 | 37 | 4 |
| Palmview I | 17 | 0 | 24 | 2 | 0 | 148 | 15 |
| Palmview II | 11 | 4 | 25 | 1 | 0 | 148 | 15 |
| Palmview III | 15 | 3 | 7 | 5 | 1 | 108 | 11 |
| Pharr | 16 | 0 | 19 | 3 | 0 | 95 | 10 |
| Progreso | 3 | 1 | 4 | 3 | 0 | 57 | 6 |
| San Carlos | 3 | 0 | 10 | 2 | 0 | 80 | 8 |
| San Juan I | 6 | 0 | 8 | 1 | 7 | 54 | 5 |
| San Juan II | 26 | 4 | 26 | 5 | 1 | 179 | 18 |
| Sullivan | 15 | 2 | 18 | 6 | 0 | 94 | 9 |
| UTPA | 5 | 0 | 7 | 0 | 0 | 34 | 4 |
| Weslaco I | 4 | 4 | 13 | 5 | 2 | 77 | 8 |
| Weslaco II | 5 | 5 | 11 | 3 | 0 | 74 | 7 |
| Weslaco III | 8 | 3 | 13 | 1 | 0 | 97 | 10 |
| Western Rd | 15 | 0 | 9 | 0 | 0 | 57 | 6 |
| **Total** | **411** | **85** | **567** | **102** | **31** | **3690** | **370** |

10% Quota Met

Updated 4/10/2012

**AI-32025** **9. C.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

## Information

CAPTION

Approval of Texas Department of Agriculture Meals and Snacks Monthly Report: March 2012

BACKGROUND

Policy Council Approval: 04.25.12

## Attachments

Meals & Snacks

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/25/2012 04:43 PM |
| Roland Garcia | Angela Garcia | 04/26/2012 08:38 AM |
| Auditor's Office | Arcilia Duran | 04/26/2012 03:02 PM |

Form Started By: Linda Galaviz Started On: 04/23/2012 03:39 PM

Final Approval Date: 04/26/2012

# Hidalgo County Head Start Program

## Policy Council Consent Agenda

**DATE:** April 25, 2012

**SUBJECT:** Approval of Texas Department of Agriculture Meals and Snacks Monthly Report

**RATIONALE/NEED:** This report will be presented to the Policy Council each month.

**RECOMMENDATION:** Administration recommends approval.

**COST:** N/A

**RELATED INFORMATION INCLUDES:** Meals/Snacks Report: March 2012

**********

**INITIATED BY:** Gilbert Silva, Interim Child Nutrition Director CB

**REVIEWED BY:** Edmundo Garcia, Assistant Program Director

**EXECUTIVE DIRECTOR'S APPROVAL:** Teresa Flores

# Texas Department of Agriculture
# Hidalgo County Head Start Program
# Meals and Snack Report

| | Apr. '11 | May '11 | June/July '11 | Aug. '11 | Sept. 11 | Oct. '11 | Nov. '11 | Dec. '11 | Jan. '12 | Feb. '12 | Mar. 12 | Meal Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Breakfast** | 60,560 | 56,000 | Centers closed | 39,393 | 69,272 | 65,910 | 57,677 | 31,562 | 59,267 | 62,826 | 47,057 | 549,524 |
| **Lunch** | 59,568 | 54,252 | Centers closed | 39,430 | 68,976 | 65,646 | 57,225 | 30,854 | 59,113 | 62,678 | 46,827 | 544,569 |
| **PM Snack** | 51,224 | 45,562 | Centers closed | 35,495 | 60,013 | 59,329 | 48,800 | 25,310 | 53,395 | 56,309 | 42,155 | 477,592 |
| | | | | | | | | | | | | |
| **Monthly Totals** | 171,352 | 155,814 | Centers closed | 114,318 | 198,261 | 190,885 | 163,702 | 87,726 | 171,775 | 181,813 | 136,039 | 1,571,685 |

*Preliminary

**Rates for Free Meal Reimbursement**

Breakfast: $ 1.51

Lunch: $ 2.77

Cash in Lieu of Commodities (Lunch): $0.2225

Snack: $ 0.76

***Submitted by:*** *Veronica Templeton, CN Bookkeeper*

4/17/2012

**AI-32027** **9. D.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

## Information

CAPTION

Approval of Risk Management Quarterly Report

BACKGROUND

Policy Council Approval: 04.25.12

## Attachments

Risk Management Report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/25/2012 04:44 PM |
| Roland Garcia | Angela Garcia | 04/26/2012 08:38 AM |
| Auditor's Office | Arcilia Duran | 04/26/2012 03:02 PM |

Form Started By: Linda Galaviz Started On: 04/23/2012 03:44 PM

Final Approval Date: 04/26/2012

# Hidalgo County Head Start Program

## Policy Council Consent Agenda

**DATE:** April 25, 2012

**SUBJECT:** Approval of Risk Management Quarterly Report

**RATIONALE/NEED:** A quarterly Risk Management Report on Worker's Compensation cases will be submitted to keep the Policy Council informed on employee injuries and absences.

**RECOMMENDATION:** Administration recommends approval.

**COST:** N/A

**RELATED INFORMATION INCLUDES:** Risk Management Quarterly Report

**********

**INITIATED BY:** Noemi Flores, Safety Officer Noemi Flores

**REVIEWED BY:** Teresa Flores, Executive Director

**EXECUTIVE DIRECTOR'S APPROVAL:** Teresa Flores

# Hidalgo County Head Start Program
# Human Resource Department
# Risk Management Report

## Fourth Quarterly Report 10/01/11 to 12/31/11

| No. | Claim Number | Claim Type | Claimant's ID Number | Assignment | Location | Date of Injury | Projected End Date | Type of Injury | Comments |
|---|---|---|---|---|---|---|---|---|---|
| 1. | 11320740 | Record Only | 002774 | Bus Aide/Substitute | Edinburg IV | 10/3/11 | 10/4/11 | Sting | Closed |
| 2. | 11320726 | Record Only | 004191 | Teacher | Mercedes I | 10/3/11 | 10/4/11 | Fall | Closed |
| 3. | 11320994 | Record Only | 004281 | Assistant Teacher | San Juan II | 10/5/11 | 10/6/11 | Fall | Closed |
| 4. | 11321317 | Record Only | 004397 | Teacher | Edinburg IV | 10/6/11 | 10/11/11 | Bite | Closed |
| 5. | 11321323 | Medical | 004067 | Support Service Assistant | La Joya | 10/7/11 | On-Going | Strain | Open |
| 6. | 11321337 | Record Only | 002966 | Custodian | Weslaco I | 10/7/11 | 10/11/11 | Struck By | Closed |
| 7. | 11321460 | Record Only | 003679 | Support Service Assistant | Edinburg II | 10/11/11 | 10/12/11 | Slip/Fall | Closed |
| 8. | 11322037 | Record Only | 004106 | Bus Driver | McAllen II | 10/18/11 | 10/19/11 | Slip | Closed |
| 9. | 11322091 | Record Only | 000027 | Crew Leader | Administration | 10/18/11 | 10/19/11 | Irritation | Closed |
| 10. | 11322257 | Medical | 004105 | Custodian | McAllen II | 10/20/11 | 10/21/11 | Struck By | Open |
| 11. | 11322478 | Type Denied | 004020 | Assistant Teacher | Palmview II | 10/21/11 | On-Going | Strain | Re-Open |
| 12. | 11322474 | Type Denied | 003759 | Assistant Teacher | San Juan II | 10/21/11 | On-Going | Fall | Open |
| 13. | 11322475 | Record Only | 001819 | Custodian | Vine Terrace | 10/21/11 | 10/24/11 | Trip | Closed |
| 14. | 11322578 | Record Only | 004042 | Craftsman | Administration | 10/25/11 | 10/26/11 | Strain | Closed |

# Hidalgo County Head Start Program
# Human Resource Department
# Risk Management Report

## Fourth Quarterly Report 10/01/11 to 12/31/11

| No. | Claim Number | Claim Type | Claimant's ID Number | Assignment | Location | Date of Injury | Projected End Date | Type of Injury | Comments |
|---|---|---|---|---|---|---|---|---|---|
| 15. | 11322633 | Medical | 001359 | Teacher | Edinburg V | 10/25/11 | 10/26/11 | Bite | Closed |
| 16. | 11322723 | Record Only | 003499 | Assistant Teacher | McAllen II | 10/26/11 | 10/27/11 | Contusion | Closed |
| 17. | 11322726 | Record Only | 003978 | Assistant Teacher | Weslaco I | 10/26/11 | 10/27/11 | Bite | Closed |
| 18. | 11323001 | Type Denied | 003509 | Bus Driver | Mission I | 10/28/11 | On-Going | Sprain | Open |
| 19. | 11323179 | Type Denied | 002676 | Kitchen Helper | Mission Kitchen | 10/31/11 | 11/2/11 | Strain | Closed |
| 20. | 11323906 | Record Only | 004415 | Substitute Teacher | Education | 11/8/11 | 11/10/11 | Struck By | Closed |
| 21. | 11324043 | Medical | 003781 | Teacher | Edinburg IV | 11/10/11 | On-Going | Slip/Fall | Open |
| 22. | 11323948 | Record Only | 004258 | Bus Driver | Mercedes I | 11/10/11 | 11/10/11 | Sprain | Closed |
| 23. | 11324204 | Record Only | 003878 | Teacher | San Juan II | 11/14/11 | 11/15/11 | Contusion | Closed |
| 24. | 11324166 | Record Only | 002547 | Bus Aide/Substitute | Sullivan City | 11/14/11 | 11/14/11 | Contusion | Closed |
| 25. | 11324688 | Type Denied | 004006 | Risk Management Specialist | Administration | 11/18/11 | On-Going | Trip/Fall | Open |
| 26. | 11324925 | Record Only | 004355 | Teacher | Weslaco I | 11/21/11 | 11/28/11 | Bite | Closed |
| 27. | 11324999 | Type Denied | 004149 | Teacher | Las Milpas I | 11/28/11 | On-Going | Strain | Closed |
| 28. | 11325264 | Type Denied | 001892 | Teacher | Pharr | 11/29/11 | On-Going | Struck By | Open |

# Hidalgo County Head Start Program
# Human Resource Department
# Risk Management Report

## Fourth Quarterly Report 10/01/11 to 12/31/11

| No. | Claim Number | Claim Type | Claimant's ID Number | Assignment | Location | Date of Injury | Projected End Date | Type of Injury | Comments |
|---|---|---|---|---|---|---|---|---|---|
| 29. | 11325417 | Type Denied | 004331 | Teacher | Edinburg IV | 12/1/11 | On-Going | Strain | Open |
| 30. | 11325832 | Medical | 003679 | Support Service Assistant | Edinburg II | 12/7/11 | On-Going | Trip/Fall | Open |
| 31. | 11326212 | Medical | 002100 | Assistant Teacher | Weslaco I | 12/12/11 | On-Going | Contusion | Open |
| 32. | 11326392 | Type Denied | 003975 | Teacher | Alton | 12/14/11 | On-Going | Slip/Fall | Open |
| 33. | | | | | | | | | |
| 34. | | | | | | | | | |
| 35. | | | | | | | | | |
| 36. | | | | | | | | | |
| 37. | | | | | | | | | |
| 38. | | | | | | | | | |
| 39. | | | | | | | | | |
| 40. | | | | | | | | | |
| 41. | | | | | | | | | |
| 42. | | | | | | | | | |

# Public Comments

# Director's Report

**AI-32024** **9. E.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

## Information

CAPTION

Approval of Children's Applications for 2012-2013

BACKGROUND

Policy Council Approval: 04.25.12

## Attachments

Children's Applications

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/25/2012 04:40 PM |
| Roland Garcia | Angela Garcia | 04/26/2012 08:38 AM |
| Auditor's Office | Arcilia Duran | 04/26/2012 03:01 PM |

Form Started By: Linda Galaviz Started On: 04/23/2012 03:35 PM

Final Approval Date: 04/26/2012

# Hidalgo County Head Start Program

## Policy Council Consent Agenda

**DATE:** April 25, 2012

**SUBJECT:** Approval of Children's Applications for Program Year 2012-2013

**RATIONALE/NEED:** The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

**RECOMMENDATION:** Administration recommends approval.

**COST:** None

**RELATED INFORMATION INCLUDES:** Children's Applications Report

**********

**INITIATED BY:** Irma E. Pena, Family Services Director

**REVIEWED BY:** Edmundo Garcia, Assistant Program Director

**EXECUTIVE DIRECTOR'S APPROVAL:** Teresa Flores

## Hidalgo County Head Start Program

Application Status Report: PY 2012 - 2013 (Approval Date: 4/25/2012)

| | Location (#of Rooms/Lic Cap) | Quota | Returning Students | 1st Yr Students | Approved To Date | Pending Approval | Waiting List | Vacancies |
|---|---|---|---|---|---|---|---|---|
| 1 | Alamo (6 - 119) | 117 | 62 | 55 | | 114 | 59 | |
| 2 | Alton (5 - 100) | 100 | 49 | 51 | | 83 | 32 | |
| 3 | Donna I (8 - 136) | 136 | 55 | 81 | | 74 | | 7 |
| 4 | Donna II (3 - 60) | 60 | 28 | 32 | | 37 | 5 | |
| 5 | Donna IV (2 - 33) | 33 | 17 | 16 | | 26 | 10 | |
| 6 | Edcouch (10 - 257) | 182 | 93 | 89 | | 77 | | 12 |
| 7 | Edinburg I (3 - 67) | 57 | 21 | 36 | | 41 | 5 | |
| 8 | Edinburg II (2 - 34) | 34 | 20 | 14 | | 19 | 5 | |
| 9 | Edinburg III (3 - 51) | 51 | 22 | 29 | | 37 | 8 | |
| 10 | Edinburg IV (10-194) | 194 | 86 | 108 | | 60 | | 48 |
| 11 | Edinburg V (8 - 182) | 154 | 80 | 74 | | 80 | 6 | |
| 12 | Elsa (3 - 64) | 57 | 30 | 27 | | 17 | | 10 |
| 13 | Hidalgo (3 - 60) | 54 | 31 | 23 | | 22 | | 1 |
| 14 | La Herencia (3 - 52) | 52 | 22 | 30 | | 32 | 2 | |
| 15 | La Joya (5 - 116) | 94 | 50 | 44 | | 49 | 5 | |
| 16 | Las Milpas I (6 - 120) | 114 | 58 | 56 | | 57 | 1 | |
| 17 | Las Milpas II (3 - 51) | 51 | 33 | 18 | | 25 | 7 | |
| 18 | McAllen II (6 - 147) | 111 | 57 | 54 | | 29 | | 25 |
| 19 | McAllen IV (3 - 51) | 51 | 20 | 31 | | 36 | 5 | |
| 20 | McAllen V (3 - 67) | 57 | 21 | 36 | | 31 | | 5 |
| 21 | McAllen VI (3 - 51) | 51 | 18 | 33 | | 38 | 5 | |
| 22 | Mercedes I (6 - 119) | 117 | 64 | 53 | | 56 | 3 | |
| 23 | Mercedes II (2 - 34) | 34 | 12 | 22 | | 21 | | 1 |
| 24 | Mission I (4 - 110) | 80 | 38 | 42 | | 35 | | 7 |
| 25 | Mission II (8 - 148) | 148 | 59 | 89 | | 28 | | 61 |
| 26 | Mission III (3 - 51) | 51 | 29 | 22 | | 20 | | 2 |
| 27 | Mission IV (3 - 62) | 55 | 29 | 26 | | 31 | 5 | |
| 28 | Monte Alto (2 - 40) | 37 | 12 | 25 | | 23 | | 2 |
| 29 | Palmview I (8 - 188) | 148 | 79 | 69 | | 94 | 25 | |
| 30 | Palmview II (8 - 192) | 148 | 62 | 86 | | 83 | | 3 |
| 31 | Palmview III (6 - 122) | 108 | 70 | 38 | | 57 | 19 | |
| 32 | Pharr (5 - 100) | 94 | 67 | 27 | | 85 | 58 | |
| 33 | Progreso (3 - 60) | 57 | 28 | 29 | | 17 | | 12 |
| 34 | San Carlos (4 - 80) | 80 | 38 | 42 | | 63 | 21 | |
| 35 | San Juan I (3 - 60) | 54 | 23 | 31 | | 35 | 4 | |
| 36 | San Juan II (10 - 182) | 179 | 85 | 94 | | 36 | | 58 |
| 37 | Sullivan City (6 - 124) | 94 | 60 | 34 | | 29 | | 5 |
| 38 | UTPA (2 - 34) | 34 | 18 | 16 | | 26 | 10 | |
| 39 | Vine Terrace (3 - 60) | 57 | 17 | 40 | | 38 | | 2 |
| 40 | Weslaco I (4 - 84) | 77 | 31 | 46 | | 63 | 17 | |
| 41 | Weslaco II (4 - 84) | 74 | 31 | 43 | | 54 | 11 | |
| 42 | Weslaco III (5 - 100) | 97 | 45 | 52 | | 59 | 7 | |
| 43 | Western Rd (3 - 69) | 57 | 26 | 31 | | 74 | 43 | |
| | GRAND TOTAL | 3690 | 1796 | 1894 | 0 | 2011 | 378 | 261 |

**AI-31954** **10. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Irene Montoya Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of Weslaco under the HOME Homeowner-Occupied Housing Rehabilitation Program

BACKGROUND

The following family is being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

| APPLICANT | CASE NUMBER | CITY | FUNDING YEAR | LOCATION OF PROPERTY |
|---|---|---|---|---|
| Baldemar & JosefinaGonzalez Deferred Loan – Elderly Reconstruction Partial Payback | WE 80-11-02 | Weslaco Precinct #1 | HOME 2011 | Lot 1 & 2 Block 6, L.D. Morgan Addition to the City of Weslaco, Hidalgo County Texas |

Attachments

Application HOME

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/18/2012 11:17 AM |
| Olga Garza | Olga Garza | 04/19/2012 04:53 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Mary Flores Started On: 04/18/2012 10:52 AM

Final Approval Date: 04/25/2012

# Housing Rehab Program

**ENTITY:** City of Weslaco

**PROJECT:** Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

**FUNDING YEAR:** HOME 2011

**SYNOPSIS:**

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has met all program requirements for assistance under the Housing Rehabilitation Program as an emergency case. Determination as an emergency case is due to catastrophic loss – home burned. The following is a profile of the family.

**Baldemar & Josefina Gonzalez**
**WE 80-11-02**

Family of five (5)
Applicant's age is 66, spouse age is 65, son's age is 26, and grandson's ages are 6, 5, 4 & 3

| | |
|---|---|
| Title Search: | No Abstract & Liens |
| Flood Zone: | No – Zone C |
| Insurance: | N/A |
| Structures: | 1 |
| Taxes: | current |
| Assets & Deposits: | $761.23 |
| Debt to Income Ratio: | 18% |
| Pay Back: | No - Deferred Loan- Elderly |
| Number of Bedrooms: | 4 |
| Square Feet: | 1338 |
| Total annual household income: | $ 23,486.00 |
| HUD Income Limits (family of 7): | $ 48,250.00 |

**Deferred Loan-Elderly**

Partial pay back due to additional 2 bedrooms

Existing Dwelling: 3 bedrooms frame home, built in 1916.

**RECOMMENDATION:**

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

**AI-31932** **11. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

## Information

CAPTION

Monthly collection report for February 2012.

| OFFICE | FEES & COST | MONTH |
|---|---|---|
| The Hon. Armando Barrera Jr., Tax Assessor/Collector | $ 14,005,073.94 | February 2012 |

BACKGROUND

## Attachments

report

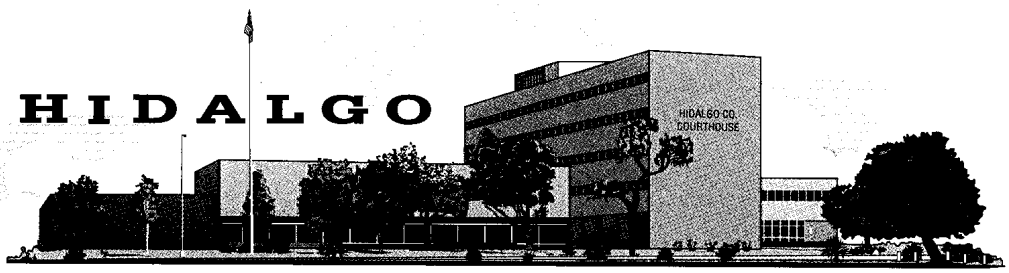
## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/17/2012 09:04 AM |
| Erika Zamora | Erika Zamora | 04/20/2012 09:41 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Maria Medina Started On: 04/17/2012 08:20 AM

Final Approval Date: 04/25/2012

# COUNTY of HIDALGO




EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*Hidalgo County Administration Building*
*2808 South Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

April 13, 2012

The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner Suite J
Edinburg, Texas 78539

Dear Judge Garcia:

Please include the attached Monthly Collection Report on the next Commissioners' Court Agenda:

| OFFICE | FEES & COST | MONTH |
|---|---|---|
| The Hon. Armando Barrera Jr., Tax Assessor/Collector | $ 14,005,073.94 | February 2012 |

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Prepared By: Crystal P.
Date: 03/29/12

**Hidalgo County Tax Office**
**Collections Summary**
**For the Month ended February 29, 2012**

| | | |
|---|---|---|
| Hidalgo County Tax Collections | 13,998,715.09 ✓ | M1-1 |
| Administrative Fees Collected | 6,037.20 ✓ | M1-1 |
| Road District # 2 Collections | - | M2-1 |
| Road District # 5 Collections | 223.92 ✓ | M3-1 |
| Road District # 7 Collections | - | M4-1 |
| Road District # 11 Collections | - | M5-1 |
| Road District # 12 Collections | - | M6-1 |
| Road District # 15 Collections | 97.73 ✓ | M7-1 |
| State District Collections | - | M8-1 |
| Total Collections | 14,005,073.94 | |

F^

X1

RECEIVED
3/20/12

PREPARED BY MARIA FIGUEROA

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
HIDALGO COUNTY TAXES COLLECTED
FEBRUARY 2012
REVISED

## COMPARATIVE RATE OF COLLECTIONS

| HIDALGO COUNTY | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2011/2012 | COLLECTED 2010/2011 |
|---|---|---|---|---|---|---|---|
| 2011 TAX ROLL | 158,157,251.97 | 135,303,131.14 | 0.00 | (19,516.12) | 22,834,604.71 | 85.56% | 84.39% |
| 2010 & PRIOR YRS | 37,265,712.35 | 9,092,217.38 | 0.00 | (830,077.52) | 27,343,417.45 | 24.95% | 26.02% |
| ROLLBACK | 48,855.56 | 49,346.57 | 0.00 | 121,800.18 | 121,309.17 | 28.92% | 57.92% |
| TOTALS | 195,471,819.88 | 144,444,695.09 | 0.00 | (727,793.46) | 50,299,331.33 | | |
| 2010 TAX ROLL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! | 0.00% |

## BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2012

| | | | MONTHLY MODIFICATIONS |
|---|---|---|---|
| CURRENT YEAR-BASE TAX | 11,540,449.14 | 10,928,443.96 / 612,005.18 SI | (240,089.74) CURRENT |
| CURRENT YEAR-P&I | 473,226.23 | | |
| PRIOR YEARS-BASE TAX | 1,258,686.06 | | (19,984.65) PRIOR |
| PRIOR YEARS-P&I | 466,157.36 | | |
| ROLLBACK BASE | 3,369.78 | | 54,375.97 (RB) |
| ROLLBACK P&I | 1,728.47 | | |
| ATTORNEY FEES | 255,098.05 | | |
| TAX CERTIFICATE FEES | 0.00 | 1,190.00 | |
| SERVICE CHG FEES | 0.00 | 2,600.30 | |
| MISC FEES | 0.00 | 2,246.90 | |
| TOTAL COLLECTIONS | 13,998,715.09 | 6,037.20 | (205,698.42) |
| LESS HCAD COMM REND. PEN. (CURR) | 599.42 | | |
| LESS HCAD COMM REND. PEN. (DELQ) | 174.95 | | |
| DEC INTREST | 0.00 | | |
| LESS SI PRORATION | 0.00 | | |
| RENDITION PENALTY | 0.00 | | |
| LESS TRANSFERRED | 9,070,862.69 | 0.00 | |
| LESS IN TRANSIT | 4,671,979.98 | 6,037.20 | |
| LESS DUE TO DEL TAX ATTY FEES | 255,098.05 | | |
| LESS SPECIAL INV DISBURSED | - | | |
| LESS DUE TO CO TREASURER | 0.00 | | |
| | 0.00 | 0.00 | |

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF **FEBRUARY 2012** IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MARCH 2012 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: GAP
DATE: 3/28/12 4/4/12

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires 08-09-2014

M1-1

3/21/12 CAT PREPARED BY MARIA FIGUERO

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 2 TAXES COLLECTED
FEBRUARY 2012

PBC

## COMPARATIVE RATE OF COLLECTIONS

| ROAD DIST # 2 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2011/2012 | COLLECTED 2010/2011 |
|---|---|---|---|---|---|---|---|
| 1981 & PRIOR YRS | 61.38 | 0.00 | 0.00 | 0.00 | 61.38 | 0.00% | 0.00% |
| TOTALS | 61.38 m2-3 | 0.00 m2-3 | 0.00 | 0.00 m2-3 | 61.38 m2-4 | | |

## BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2012

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | 0.00 | 0.00 CURRENT |
| CURRENT YEAR-P&I | 0.00 | |
| PRIOR YEARS-BASE TAX | 0.00 | 0.00 PRIOR |
| PRIOR YEARS-P&I | 0.00 | |
| ROLLBACK BASE | 0.00 | 0.00 (RB) |
| ROLLBACK P&I | 0.00 | |
| ATTORNEY FEES | 0.00 | |
| TOTAL COLLECTIONS | 0.00 m2-3 | 0.00 m2-4 |
| LESS REFUNDS | 0.00 | |
| LESS TRANSFERRED | 0.00 | |
| LESS IN TRANSIT | 0.00 | |
| LESS DUE TO DEL TAX ATTY FEES | 0.00 | |
| LESS DUE TO CO TREASURER | 0.00 | |
| BALANCE | 0.00 m2-3 | |

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2012 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 2

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MARCH 2012 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HIDALGO COUNTY ASSESSOR & COLL OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
HILDA FUENTES
Notary Public, State of Texas
My Commission Expires 08-09-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: CAP
DATE: 3/23/12 4/3/12

RECEIVED
3/21/12 CAP

PREPARED BY MARIA FIGUERO

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 5 TAXES COLLECTED
FEBRUARY 2012

PBC

## COMPARATIVE RATE OF COLLECTIONS

| ROAD DIST # 5 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2011/2012 | COLLECTED 2010/2011 |
|---|---|---|---|---|---|---|---|
| 1999 & PRIOR YRS | 12,964.36 | 566.66 | 0.00 | (246.83) | 12,150.87 | 4.46% | 3.95% |
| ROLLBACK | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 100.00% |
| TOTALS | 12,964.36 ¢ M3-5 | 566.66 ¢ M3-5 | 0.00 | (246.83) ¢ M3-5 | 12,150.87 ¢ M3-6 | | |

## BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2012

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | 0.00 ¢ M3-3 | 0.00 CURRENT |
| CURRENT YEAR-P&I | 0.00 ¢ M3-3 | |
| PRIOR YEARS-BASE TAX | 68.53 ¢ M3-3 | 0.00 PRIOR |
| PRIOR YEARS-P&I | 126.36 ¢ M3-3 | |
| ROLLBACK BASE | 0.00 | 0.00 (RB) |
| ROLLBACK P&I | 0.00 | |
| ATTORNEY FEES | 29.03 ¢ M3-4 | |
| TOTAL COLLECTIONS | 223.92 ¢ A | 0.00 ¢ M3-6 |
| LESS REFUNDS (BASE) | 0.00 | |
| LESS REFUNDS (P&I) | 0.00 | |
| LESS TRANSFERRED | 88.10 ¢ M3-8; M1-50 | |
| LESS IN TRANSIT | 106.79 ¢ M3-8; M1-50 | |
| LESS DUE TO DEL TAX ATTY FEES | 29.03 ¢ M3-2; M1-48 | |
| LESS DUE TO CO TREASURER | 0.00 | |
| BALANCE | 0.00 ¢ | |

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2012 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 5

HIDALGO COUNTY AUDITOR'S OFF
APPROVED BY: CAP
DATE: 3/23/12 4/4/12

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MARCH 2012 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HIDALGO COUNTY ASSESSOR & COLL OF TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires 08-09-2014

M3-

3/21/12 CAP

PREPARED BY MARIA FIGUEROA

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 7 TAXES COLLECTED
FEBRUARY 2012
PBC

## COMPARATIVE RATE OF COLLECTIONS

| ROAD DIST # 7 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2011/2012 | COLLECTED 2010/2011 |
|---|---|---|---|---|---|---|---|
| 1980 & PRIOR YRS | 29.07 | 0.00 | 0.00 | 0.00 | 29.07 | 0.00% | 0.00% |
| TOTALS | 29.07 ↔M4-3 | 0.00 ↔M4-3 | 0.00 | 0.00 ↔M4-3 | 29.07 ↔M4-4 | | |

## BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2012

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | 0.00 | 0.00 CURRENT |
| CURRENT YEAR-P&I | 0.00 | |
| PRIOR YEARS-BASE TAX | 0.00 | 0.00 PRIOR |
| PRIOR YEARS-P&I | 0.00 | |
| ROLLBACK BASE | 0.00 | 0.00 (RB) |
| ROLLBACK P&I | 0.00 | |
| ATTORNEY FEES | 0.00 | |
| TOTAL COLLECTIONS | 0.00 ↔M4-8 | 0.00 ↔M4-4 |
| LESS REFUNDS (BASE) | 0.00 | |
| LESS REFUNDS (P&I) | 0.00 | |
| LESS TRANSFERRED | 0.00 | |
| LESS IN TRANSIT | 0.00 | |
| LESS DUE TO DEL ATTY FEES | 0.00 | |
| LESS DUE TO CO TREASURER | 0.00 | |
| BALANCE | 0.00 ↔M4-8 | |

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2012 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 7

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MARCH 2012 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

[illegible] Notary Public State of Texas
My Commission Expires 08-09-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: CAP
DATE: 3/23/12 4/3/12

3/21/12 CAP

PREPARED BY MARIA FIGUEROA

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 11 TAXES COLLECTED
FEBRUARY 2012
PBC

COMPARATIVE RATE OF COLLECTIONS

| ROAD DIST # 11 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2011/2012 | COLLECTED 2010/2011 |
|---|---|---|---|---|---|---|---|
| 1979 & PRIOR YRS | 69.28 | 0.00 | 0.00 | 0.00 | 69.28 | 0.00% | 0.00% |
| TOTALS | 69.28 ↳ MS-3 | 0.00 ↳ MS-3 | 0.00 | 0.00 ↳ MS-3 | 69.28 ↳ MS-4 | | |

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2012

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | 0.00 | 0.00 CURRENT |
| CURRENT YEAR-P&I | 0.00 | |
| PRIOR YEARS-BASE TAX | 0.00 | 0.00 PRIOR |
| PRIOR YEARS-P&I | 0.00 | |
| ROLLBACK BASE | 0.00 | 0.00 (RB) |
| ROLLBACK P&I | 0.00 | |
| ATTORNEY FEES | 0.00 | |
| TOTAL COLLECTIONS | 0.00 ↳ MS-8 | 0.00 ↳ MS-4 |
| LESS REFUNDS (BASE) | 0.00 | |
| LESS REFUNDS (P&I) | 0.00 | |
| LESS TRANSFERRED | 0.00 | |
| LESS IN TRANSIT | 0.00 | |
| LESS DUE TO DEL TAX ATTY FEES | 0.00 | |
| LESS DUE TO CO TREASURER | 0.00 | |
| BALANCE | 0.00 ↳ MS-8 | |

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2012 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT #11

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MARCH 2012 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires 08-09-2014

HIDALGO COUNTY AUDITOR'S OFFIC
APPROVED BY: CAP
DATE: 3/23/12 4/3/12

MS-1

3/21/12 CATS

PREPARED BY MARIA FIGUEROA

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 12 TAXES COLLECTED
FEBRUARY 2012

PBC

COMPARATIVE RATE OF COLLECTIONS

| ROAD DIST # 12 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2011/2012 | COLLECTED 2010/2011 |
|---|---|---|---|---|---|---|---|
| 1978 & PRIOR YRS | 10.62 | 0.00 | 0.00 | 0.00 | 10.62 | 0.00% | 0.00% |
| TOTALS | 10.62 ✓ MG-3 | 0.00 ✓ MG-3 | 0.00 | 0.00 ✓ MG-3 | 10.62 ✓ MG-4 | | |

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2012

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | 0.00 | 0.00 CURRENT |
| CURRENT YEAR-P&I | 0.00 | |
| PRIOR YEARS-BASE TAX | 0.00 | 0.00 PRIOR |
| PRIOR YEARS-P&I | 0.00 | |
| ROLLBACK BASE | 0.00 | 0.00 (RB) |
| ROLLBACK P&I | 0.00 | |
| ATTORNEY FEES | 0.00 | |
| TOTAL COLLECTIONS | 0.00 ✓ MG-3 | 0.00 ✓ MG-4 |
| LESS REFUNDS (BASE) | 0.00 | |
| LESS REFUNDS(P&I) | 0.00 | |
| LESS TRANSFERRED | 0.00 | |
| LESS IN TRANSIT | 0.00 | |
| LESS DUE TO DELQ ATTY FEES | 0.00 | |
| LESS DUE TO CO TREASURER | 0.00 | |
| BALANCE | 0.00 ✓ MG-3 | |

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2012 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 12

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MARCH 2012 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires 04-05-2014

HIDALGO COUNTY AUDITOR'S OFFIC
APPROVED BY: [illegible]
DATE: 3/23/12 4/3/12

RECEIVED
3/21/12 CAP

PREPARED BY MARIA FIGUEROA

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 15 TAXES COLLECTED ✓
FEBRUARY 2012
PBC

COMPARATIVE RATE OF COLLECTIONS

| ROAD DIST # 15 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2011/2012 | COLLECTED 2010/2011 |
|---|---|---|---|---|---|---|---|
| 1993 & PRIOR YRS | 1,864.05 | 107.12 | 0.00 | (131.11) | 1,625.82 | 6.18% | 2.02% |
| ROLLBACK | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 100.00% |
| TOTALS | 1,864.05 ✓ M7-5 | 107.12 ✓ M7-5 | √0.00 | (131.11) ✓ M7-5 | 1,625.82 ✓ M7-6 | | |

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2012

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | 0.00 M7-3 | 0.00 CURRENT |
| CURRENT YEAR-P&I | 0.00 M7-3 | |
| PRIOR YEARS-BASE TAX | 21.19 M7-3 X | 0.00 PRIOR |
| PRIOR YEARS-P&I | 63.80 M7-3 X | |
| ROLLBACK BASE | 0.00 | 0.00 (RB) |
| ROLLBACK P&I | 0.00 | |
| ATTORNEY FEES | 12.74 M7-4 V | |
| TOTAL COLLECTIONS | 97.73 | 0.00 M7-6 |
| LESS REFUNDS (BASE) | 0.00 | |
| LESS REFUNDS (P&I) | 0.00 | |
| LESS TRANSFERRED | 82.14 M7-8 ; M1-50 | |
| LESS IN TRANSIT | 2.39 M7-8 ; M1-50 | |
| LESS DUE TO DELQ ATTY FEES | 12.74 M7-8 ; M1-48 | |
| LESS DUE TO CO TREASURER | 0.00 | |
| BALANCE PENDING | 0.46 | |

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 3/23/12 4/4/12

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2012 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 15

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MARCH 2012 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HIDALGO COUNTY ASSESSOR & COLL OF TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires 08-09-2014

PREPARED BY MARIA FIGUEROA

3/12/12-CAP

# ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
## STATE DIST TAXES COLLECTED
## FEBRUARY 2012

PBC

### COMPARATIVE RATE OF COLLECTIONS

| STATE DIST | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2011/2012 | COLLECTED 2010/2011 |
|---|---|---|---|---|---|---|---|
| 1979 & PRIOR YRS | 53.13 | 0.00 | 0.00 | (0.01) | 53.12 | 0.00% | 0.00% |
| TOTALS | 53.13 ems-3 | 0.00 ems-3 | 0.00 | (0.01) ems-4 | 53.12 ems-4 | | |

### BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2012

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | 0.00 | 0.00 CURRENT |
| CURRENT YEAR-P&I | 0.00 | |
| PRIOR YEARS-BASE TAX | 0.00 | 0.00 PRIOR |
| PRIOR YEARS-P&I | 0.00 | |
| ROLLBACK BASE | 0.00 | 0.00 (RB) |
| ROLLBACK P&I | 0.00 | |
| ATTORNEY FEES | 0.00 | |
| TOTAL COLLECTIONS | 0.00 ems-3 | 0.00 ems-3 |
| LESS REFUNDS (BASE) | 0.00 | |
| LESS REFUNDS (P&I) | 0.00 | |
| LESS TRANSFERRED | 0.00 | |
| LESS IN TRANSIT | 0.00 | |
| LESS DUE TO DELQ ATTY FEES | 0.00 | |
| LESS DUE TO CO TREASURER | 0.00 | |
| BALANCE | 0.00 ems-3 | |

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2012 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR STATE DIST TAXES

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MARCH 2012 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HIDALGO COUNTY ASSESSOR & COLL OF TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires 09-06-2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: CAP
DATE: 3/23/12 4/3/12

**AI-32124** **12. A.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

**Cooperative Agreements:**

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No funding required for this agenda item. This request is only for authorization to utilize cooperatives.

Attachments

Exhibit "A"

VIDEO SOUND & LIGHT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/27/2012 03:07 PM |
| Budget & Management | Merlen P. Munoz | 04/27/2012 03:14 PM |
| Ivan Cantu | Merlen P. Munoz | 04/27/2012 03:57 PM |
| Auditor's Office | Angela Garcia | 04/27/2012 04:29 PM |

Form Started By: Tanya Delira Started On: 04/27/2012 02:25 PM

Final Approval Date: 04/27/2012

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

**Purchasing Department**

"EXHIBIT A"

**TASB Buy Board;**

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | Audio Visual Aids | Audio Visual Equipment & Supplies | 313-09 | 5/01/2009 - 4/30/2012 |
| 10/11/2011 | Automated Logic | Trade Services & Labor for Electrical, Plumbing & HVAC | 375-11 | 6/1/2011-5/31/2014 |
| | B&H Photo-Video Pro Audio Inc. | Stage Curtains , Lighting & Stage / Stadium Sound Systems | 331-09 | 11/01/2009 - 10/31/2012 |
| | BSN Sports | Athletic & PE Supplies & Heavy Duty Exercise Equipment | 336-10 | 4/1/2010 - 3/31/2013 |
| 11/9/2010 | Barcelona Sporting Goods | Athletic, PE, Gym & Exercise Equipment and Supplies | 336-10 | 4/1/2010 - 3/31/2013 |
| 12/6/2011 | Bill Bunton Auto Supply and Machine | Tires, Tubes & Automotive Parts Supplies and Equipment | 387-11 | 12/01/2011 - 11/30/2014 |
| 10/12/2010 | Border States Electric | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 6/1/2010 – 5/31/2013 |
| 12/6/2011 | Burton | Tires, Tubes & Automotive Parts Supplies and Equipment | 387-11 | 12/01/2011 - 11/30/2014 |
| 6/21/2011 | C&S Safety Supply | First Aid Supplies & Equipment | 374-11 | 6/1/2011-5/31/2014 |
| | Camcor, Inc. | Audio Visual Equipment & Supplies | 313-09 | 5/01/2009 - 4/30/2012 |
| 7/05/2011<br>10/14/2011 | Carrier Corporation | Trade Services & Labor for Electrical, Plumbing & HVAC<br>HVAC Equipment, Supplies & Installation | 375-11<br>384-11 | 6/01/2011-5/31/2014<br>10/1/2011-9/30/2014 |
| 11/8/2011 | Casco Industries, Inc. | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |
| 4/19/2011 | Certified Laboratories Div. of NCH Corp | Motor Fuels, Lubricants & Oils | 314-09 | 06/01/2009 – 05/31/2012 |
| 7/05/2011 | Chemsearch, A Div Of NCH | Grounds Maint. Equip., Irrigation Parts, Supplies & Installation | 373-11 | 6/01/2011-5/31/2014 |
| 8/16/2011 | Chemsearch, A Div Of NCH | Water Treatment Chemicals | 367-10 | 4/1/2011-3/31/2014 |
| 12/13/2010 | Chemsearch, A Div Of NCH | Motor Fuels, Lubricants & Oils | 314-09 | 6/1/2009 – 5/31/2012 |
| | Diaz Floors & Interiors | Indoor & Outdoor Flooring Products & Sports Surfaces | 310-08 | 3/01/2009 - 2/28/2012 |
| 8/9/2011 | Dooley Tackaberry, Inc. | Public Safety & Fire & House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |
| 5/17/2011 | Dream Ranch Office Supplies(CartridgeWorld) | Office Paper & Toner Products | 369-11 | 5/1/2011 – 4/30/2014 |
| 11/01/2011 | EKA | Grounds Maint. Equip., Irrigation Parts, Supplies & Installation | 373-11 | 06/01/2011-05/31/2014 |
| 9/27/2011 | Facility Solutions Group | Energy Saving Lighting Products | 368-10 | 4/1/2011-3/31/2014 |
| 10/25/2011 | Facility Solutions Group | Outdoor Street Lighting | 382-11 | 9/1/2011-8/31/2014 |
| 2/8/2011 | Flaghouse, Inc. | Athletic, PE, Gym & Exercise Equipment and Supplies | 336-10 | 4/1/2010-3/31/2013 |
| 11/29/2011 | Fleet Safety Equipment, Inc. | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |
| 12/6/2011 | GCR Tire Centers | Tires, Tubes & Automotive Parts Supplies and Equipment | 387-11 | 12/01/2011 - 11/30/2014 |
| 4/5/2011 | GT Distributors, Inc. | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |

| | | | | |
|---|---|---|---|---|
| 12/13/2010 | Galls Inc. | Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental | 340-10 | 6/1/2010-5/31/2013 |
| | Gaylord Bros. Inc. | Instructional Supplies & Equipment | 328-09 | 11/01/2009 - 10/31/2012 |
| 10/11/2011 | Gaylord Bros. Inc. | Furniture-School, Office, Science, Library & Dormitory | 337-10 | 4/1/2010 – 3/31/2013 |
| 12/07/2010 | Glidden Professional Paint (formerly ICI Paints) | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 6/1/2010 – 5/31/2013 |
| | Godwin Pumps Of America, Inc. | Water & Waste Water Pumps & Motor | 344-10 | 7/01/2010 - 6/30/2013 |
| 9/20/2011 | Grande Truck Center | Vehicles & Heavy Duty Trucks & Options | 358-10 | 12/1/2011-11/30/2013 |
| 8/9/2011 | Gulf Coast Paper Company | Custodial Supplies & Equipment | 372-11 | 8/1/2011-7/31/2014 |
| 12/20/2011 | Gulf Coast Paper Company | Office Supplies & Equipment | 328-09 | 11/1/2009 – 10/31/2012 |
| | Health Edco Inc. | Instructional Supplies & Equipment | 328-09 | 11/01/2009 - 10/31/2012 |
| 7/05/2011 | Henry Schein, Inc. | First Aid Supplies & Equipment | 374-11 | 6/1/2011 - 5/31/2014 |
| 6/14/2011 | Hubert Company | Food Service Equipment & Supplies | 355-10 | 11/1/2010-10/31/2013 |
| 04/24/2012 | IdentiSys, Inc. | Technology & Telecommunications Equipment, Software & Supplies | 31-09 | 11/01/2009-10/31/2012 |
| | Jean's Restaurant Supply | Food Services Equipment & Services | 355-10 | 11/1/2010 - 10/31/2013 |
| 9/27/2011 | John Deere | Grounds Maint, Equip., Irrigation Parts, Supplies & Installation | 373-11 | 6/1/2011-5/31/2014 |
| 7/05/2011 | John Deere Landscapes | Grounds Maint, Equip., Irrigation Parts, Supplies & Installation | 373-11 | 6/01/2011-5/31/2014 |
| 9/13/2011 | Lumatec Lighting Service | Outdoor Street Lighting | 382-11 | 9/1/2011 – 8/31/2014 |
| | Mansion Grove House, LLC | Athletic, PE & Gym Supplies & Eq. & Exercise | 336-10 | 4/1/2010-3/31/2013 |
| 9/6/2011<br>11/08/2011 | Melhart Music Center<br>Miller Uniforms & Emblems Inc. | Audio Visual Equipment & Supplies<br>Public Safety & Fire House Supplies & Equipment | 313-09<br>363-10 | 5/1/2009 – 4/30/2012<br>01/01/2011 – 03/31/2014 |
| 6//28/2011 | Moore Medical LLC | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011 - 3/31/2014 |
| 7/12/2011 | Moore Medical LLC | First Aid Supplies & Equipment | 374-11 | 6/1/2011-5/31/2014 |
| 10/04/2011 | MSC Industrial Supply Co. | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 01/01/2010-05/31/2013 |
| 12/6/2011 | O'Reilly Auto Parts | Tires, Tubes & Automotive Parts Supplies and Equipment | 387-11 | 12/01/2011 - 11/30/2014 |
| 11/2/2010 | Park Place Recreation Design, Inc. | Parks, Recreation & Field Lighting Products & Installation | 346-10 | 10/1/2010 - 9/30/2013 |
| 5/10/2011 | Philpott Motors | Vehicles & Heavy Duty Trucks & Options | 358-10 | 12/1/2010-11/30/2013 |
| 1/25/2011 | Pitney Bowes | Office Supplies & Equipment | 328-09 | 11/1/2009-10/31/2012 |
| 9/20/2011 | Radio Communications | Radio Communication Products | 364-10 | 4/1/2011-3/31/2014 |
| 9/20/2011 | Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers) | Copiers & Supplies | 379-11 | 9/1/2011 - 8/31/2014 |
| 12/21/2010 | S & S Worldwide | Instructional Supplies & Equipment | 328-09 | 11/1/2009-10/31/2012 |
| | SGS Industrial DBA Sea Garden | Public Safety & Fire House Supplies & Equipment | 339-10 | 6/01/2010-5/31/2013 |
| | Safeguard Universal | Awards, Trophies & Personal Recognition | 343-10 | 7/1/2010-6/30/2013 |
| 01/10/2012 | Scott Equipment | Commercial Washers & Dryers | 356-10 | 11/1/2010-10/31/2013 |

| | | | | |
|---|---|---|---|---|
| 12/13/2010 | Sexauer | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 6/1/2010-5/31/2013 |
| | SHI Government Solutions | Technology, Eq., Software, Supplies & Telecomm | 331-09 | 11/01/2009 - 10/31/2012 |
| 12/6/2011 | Southern Tire Mart | Tires, Tubes & Automotive Parts Supplies and Equipment | 387-11 | 12/01/2011 - 11/30/2014 |
| 7/05/2011 | School Health Corporation | First Aid Supplies and Equipment | 374-11 | 6/01/2011-5/31/2014 |
| | Siddons Fire Apparatus, Inc. | Fire Apparatus | 323-09 | 9/01/2009 - 8/31/2012 |
| | Staples | Office Supplies & Equipment | 328-09 | 11/01/2010 - 10/31/2012 |
| | Superior Alarms | Fire & Security & Monitoring | 325-09 | 10/1/2009-9/30/2012 |
| 9/20/2011 | T&G ID Systems, Inc. | Office Supplies & Equipment | 328-09 | 11/1/2009-10/31/2012 |
| | Tandus US LLC | Indoor & Outdoor Flooring Products & Sports Surfaces | 310-08 | 3/01/2009 - 2/28/2012 |
| 11/22/2011 | The Playwell Group, Inc. | Parks, Recreation & Field Lighting Products & Installation | 346-10 | 10/01/2010-09/30/2013 |
| 7/12/2011 | Texas Laundry Service Co. | Commercial Washers & Dryers | 356-10 | 11/1/2010-10/31/2013 |
| 10/25/2011 | Vermeer Texas-Louisiana, Inc. | Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment | 345-10 | 10/1/2010-9/30/2013 |
| 5/17/2011 | World Wide Imaging Supplies | Office Paper & Toner Products | 369-11 | 05/1/2011 – 04/30/2014 |

**TPSS-Term contracts P.O.s**;

| CC Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 7/20/2010 | 1st Choice Restaurant Equip. & Supply | Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers | 740-A1 | 5/2010-01/2012 |
| 9/7/2010 | Alaven Pharmaceutical, LLC | Drugs, Pharmaceuticals & Multi-Vitamins (Human Use) | 269-A1 | 3/2010-1/31/2013 |
| | Ansell Healthcare Products Inc. | Contraceptives | 269-A4 | 7/2006-1/31/2012 |
| | Apothecus Pharmaceutical Corp. | Contraceptives | 269-A4 | 7/2006-1/31/2012 |
| | Auburn Pharmaceutical Co. | Drugs, Pharmaceuticals & Multi-Vitamins (Human Use) | 269-A1 | 3/2010-1/31/2013 |
| 8/2/2011 | BDI Pharma, Inc. | Vaccines and Biologicals | 269-A2 | 02/2012 |
| | Bob Barker Company, Inc. | Clothing & Apparel | 200-A1 | 3/2010-11/2012 |
| 6/29/2010 | Canon | Photocopier Lease & Rental | 985-L2 | 5/2009 – 08/2012 |
| | Central Texas Medical Equipment & Supplies | Drugs, Pharmaceuticals & Multi-Vitamins (Human Use) | 269-A1 | 3/2010-1/31/2013 |
| 11/08/2011 | GT Distributors | Police Equipment & Accessories | 680-A1 | 11/01/2011-10/31/2014 |
| | Graybar Electric | Electrical Equipment & Supplies | 285-A1 | 1/2010-8/2012 |
| 3/7/2011 | Impact Recovery Systems, Inc. | Traffic Control Devices, Markers, Delineators | 550-A2 | 10/2010-8/2013 |
| 11/1/2011 | MMS-Midwest Medical Supply | Hospital Sundries (Disposables) including syringes | 475-A1 | 9/2011-5/2012 |
| | National Vitamin Co. | Drugs, Pharmaceuticals & Multi-Vitamins (Human Use) | 269-A1 | 3/2010-1/31/2013 |
| | Pitney Bowes Inc. | Lease for Mail Equipment, Meters, Scales & Purchase of Supplies<br>Postage Meters-Rental Renewal Only | 985-L1<br>985-L1 | 11/2008-8/2012<br>11/2006-8/2012 |

| | | | | |
|---|---|---|---|---|
| | PlumbMaster, Inc. | Plumbing Parts, Fixtures & Supplies | 670-A2 | 11/2005-12/2099 |
| 11/8/2011 | Precision Delta Corp. | Police Equipment & Accessories | 680-A1 | 11/1/2011-10/31/2014 |
| | Presto Printing | Business Cards through TX Smartbuy | 966-N1 | 1/2007-11/2012 |
| 10/25/2011 | Prime Source Services | Hospital Sundries (Disposables), Including Syringes | 475-A1 | 9/2011-5/2012 |
| 3/20/2012 | Regimed Medical | Drugs, Pharmaceuticals & Multi-Vitamins (Human Use) | 269-A1 | 3/2010-1/31/2013 |
| | Sanofi Pasteur, Inc. | Vaccines & Biologicals<br>Influenza Vaccine | 269-A2<br>269-A3 | 1/2007-2/29/2012<br>3/2010-2/2012 |
| | Texas Correctional Industries | Laundry Supplies<br>Name Plates Easels & Signs (engraved) up to 24”x48”<br>Posture Back Ergonomic | 505-A2<br>665-A2<br>425-A8 | 1/1960-12/2099<br>12/2001-11/2099<br>8/2006-12/2099 |
| | Texas Department of Criminal Justice | Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase | 425-A5 | 5/1987-12/2099 |
| 9/6/2011 | Texas Laundry Service | Laundry Equipment | 500-M1 | 8/1/2011-7/31/2012 |
| | Voss Lightning | Electrical Equipment & Supplies | 285-A1 | 1/2010-8/2014 |
| | Xerox Corporation | Photocopier Lease & Rental | 985-L2 | 5/2009-8/2012 |

**TPSS-DIR**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 9/21/2010 | ARC Austin Ribbon & Computer Supplies, Inc. | DBITS-Technology Migration/Upgrade<br>Software<br>Computer, Thin Clients and Terminals/Computer Operations Services/Software | 886<br>890 | 1/20/2013<br>1/20/2013 |
| 9/13/2011 | AT&T Corp. | TEX-AN NG Communications Technology Services | DIR-TEX-AN-CTSA-005 | 7/1/2016 |
| 6/29/2010<br><br>7/05/2011 | CDW Government, Inc./Oki Data Americas, Inc.<br><br>CDW Government, Inc./Lenovo (US, Inc.) | Computer Equipment, Software, Components, Peripherals & Software<br>Computer Equipment, Software, Components, Peripherals & Software<br>Computer Equipment, Software, Components, Peripherals & Software | 673<br>1364<br>835 | 05/15/2012<br>5/5/2014<br>12/2012 |
| 8/9/2011 | CDW Government, Inc./Oki Data Americas, Inc. | Computer Equipment, Software, Components, Peripherals & Software | 1680 | 6/7/2015 |
| 9/6/2011 | CDW Government, LLC | Networking Products & Services, Networking Equipment, Tele-Network Services & Network | 1381 | 6/9/2014 |
| 11/30/2010 | CRC - Computer Repair Center | Scanners | 1364 | 5/5/2014 |
| | Calence | Computer Equipment, Software, Components, Peripherals & Software<br>Networking Products & Services<br>Audio Conferencing Services, Technology-Based, Conferencing & Video Services<br>Networking Equipment | 838<br>1369 | 12/31/2012<br>5/13/2014 |
| 10/5/2010 | Calence, LLC dba Insight Networking | Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv. | 1460 | 8/30/2014 |

| | | | | |
|---|---|---|---|---|
| | Calence Physical Security Solutions, LLC | Surveillance Camera Products & Related Services | 580 | 1/15/2012 |
| 10/4/2011 | Carahsoft Technology Corporation | Software | 621 | 1/8/2012 |
| 6/14/2011 | CASO Document Management | Software | 1429 | 7/7/11-7/7/14 |
| 5/10/2011 | Cross Match Technologies | Emergency Preparedness Hardware and Related Services | 1024 | 7/17/11-7/17/13 |
| | Daptiv/CIMA | Software Supplies & Services | 841 | 12/29/2012 |
| | Dell Marketing LP | Software | 890<br>1014 | 1/20/2013<br>6/1/2013 |
| 9/13/2011 | Department of Information Resources | TEX-AN NG Communications Technology Services | DIR-TEX-AN-CTSA-005 | 7/1/2016 |
| 7/26/2011 | Econet.com | Security Services | 645 | 2/21/2012 |
| 6/29/2010 | ESI Acquisition Inc. | Contract for Products & Related Services | 822 | 12/4/2012 |
| 7/27/2010<br>3/15/2011<br>11/08/2011 | Environmental Systems Res. Institute | Software Product and Services | 1078 | 09/03/2013 |
| 2/8/2011<br>2/14/2011 | MTM Technologies, Inc. | Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment | 1469<br>1585 | 8/17/11-8/17/14 |
| 09/06/2011 | Paradigm Systems Solutions, Inc. | Computer Solutions, | 1365 | 06/10/11-06/20/14 |
| 12/21/2010 | Presidio Networked Solutions, Inc. | Networking Equipment, Tele-Network Services & Networking Products & Services | 1367<br>1547 | 5/20/11-5/20/14<br>9/22/11-9/22/14 |
| 11/30/2010 | Reyna Enterprises, Inc. dba CRC | Software | 1364 | 5/5/2014 |
| 10/04/2011 | Sequel Data Systems | Software | 621 | 1/8/2012 |
| | SHI Government Solutions, Inc. | Computer Equipment, Software, Components, Peripherals & Software | 810<br>890 | 12/18/2012<br>1/20/2013 |
| | SHI Government Solutions, Inc. | Purchase or Various Software | 1009 | 7/8/2013 |
| | SHI Government Solutions, Inc. | Computer Equipment, Software, Components, Peripherals & Software | 1364 | |
| 7/12/2011 | SHI Government Solutions, Inc. | Hardware and Peripherals and Related Services | 810 | 12/18/2012 |
| 9/13/2011 | Shoretel, Inc. Authorized Dealer<br>Richline Technical Services | Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment | 1603 | 9/27/2014 |
| 11/23/2010 | Spillman Technologies, Inc. | Software | 1623 | 11/3/2014 |
| | Votec | Software | 937 | 2/27/2011-2013 |

**TPSS-TXMAS contracts**;

| CC Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 8/3/2010 | Access Imaging Solutions LLC | Document Imaging | 9-36010 | 6/5/2009 – 3/30/2014 |
| 5/1/2012 | Allied Fire Protection-SA LP | Fire Protection Services | 10-03FAC0100 | 8/11/2010-12/10/2014 |
| 8/10/2010 | Aria Medical | Medical Equipment and Supplies | 7-6511A020 | 2/9/2007-6/29/2013 |
| 8/3/2010 | 4MD Medical Solutions | Medical Equipment | 10-65IIA010 | 11/19/2009-8/14/2013 |
| | All Steel Inc. | Office Furniture | 9-71I030 | 10/31/2008-9/30/2013 |
| | Beta Technology, Inc. | Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services | 5-73050 | 7/13/2005-3/31/2015 |
| 2/21/2012 | Bob Barker | Detention Supplies | 12-84050<br>12-73020 | 12/7/2011-4/22/2012<br>12/7/2011-2/10/2013 |
| 11/08/2011 | Business Interiors by Staples<br>The Hon Company<br>Mayline Group | Special Use Furniture<br>Special Use Furniture | 6-71111060<br>4-71111060 | 5/10/2006-2/26/2012<br>07/02/2004-05/31/2012 |
| | B&H Photo & Video | Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based) | 8-67030 | 1/25/2008-8/2/2014 |
| | B&H Photo & Video | VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories | 8-58I020 | 1/25/2008-1/31/2015 |
| | Datum Filing Systems Inc. | Office Furniture | 5-711010 | 9/15/2004-5/31/2012 |
| | Diaz Floors & Interiors | Floor Covering | 5-721A060 | 2/17/2005-8/3/2014 |
| 9/21/2010 | Dream Ranch d b a Cartridge World | Ink and Toner Cartridges | 8-75040 | 7/23/2008-5/31/2012 |
| 8/9/2011 | Eagle Mountain Flag and Flagpole | Flags, Banners, Pennants, and Related Products | 7-780160 | 8/23/2007-5/31/2012 |
| | Emergency Vehicle Equipment | Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine | 5-840180 | 6/17/2005-8/31/2014 |
| 09/06/2011 | Ergogenesis, LLC | Office Furniture | 11-71080 | 07/14/2011-05/05/2016 |
| | Fed Ex Kinko’s | The Office, Imaging & Document Solution | 5-36020 | 1/14/2005-10/13/2013 |
| 6/15/2010 | Firetrol Protection Systems, Inc. | Facilities Maintenance & Management | 6-03FAC020 | 7/12/2006-4/23/2016 |
| | GCR Tires Centers Of Pharr | Tires | 7-261020 | 1/19/2007-12/20/2016 |
| 6/21/2011 | Gateway Printing & Office Supply, Inc. | Office Products/Supplies & Services & New Products/Technology | 5-75020-13 | 7/7/2005-5/31/2012 |
| 10/25/2011 | Gateway Printing & Office Supply, Inc. | Special Use Furniture | 6-71111060-11 | 5/10/2006-3/27/2012 |
| | Global Industries, Inc. | Office Furniture | 3-7111010 | 11/21/2002-12/31/2012 |
| 8/2/2011 | MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS | Access Control Systems | 9-84060 | 6/23/2009-11/30/2013 |
| 11/16/2010 | Jasper Seating Company, Inc. dba J.S.I and Community | Office Furniture | 9-71I020 | 10/9/2008 – 6/24/2013 |

| | | | | |
|---|---|---|---|---|
| 05/10/2011 | Johnson Controls, INC. | Complete Facilities Maintenance and Management | 5-03FAC020 | 12/08/2004-07/13/2014 |
| 10/25/2011 | Jones & Cook Stationers | Special Use Furniture | 6-71111060-11 | 5/10/2006-2/26/2012 |
| | Kimball International Marketing | Office Furniture | 3-711060 | 12/16/2002-1/27/2012 |
| 6/14/2011 | Lone Star Uniforms, Inc. | Uniforms & Clothing | 9-840100 | 8/10/2009-5/14/2014 |
| | MCS Metroplex | Access Control Systems | 9-84060 | 6/23/2009-11/30/2013 |
| | MSC Industrial Supply Co. | Hardware | 3-51V020 | 6/4/2003-10/31/2012 |
| | Mayline Company | Office Furniture | 4-7110330 | 7/2/2004-11/30/2011 |
| | Michelin North America, Inc. | Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs. | 7-261010 | 12/19/2006-12/5/2011 |
| 1/31/2012 | National Office Furniture | Office Furniture | 11-71050 | 5/5/2011-3/30/2016 |
| 1/31/2012 | OfficeSource, LTD | Office Furniture | 11-71050-27 | 5/5/2011-3/30/2016 |
| 1/24/2012 | OfficeSource LTD | Office Furniture | 3-711060-3 | 12/16/02-1/27/2012 |
| 11/1/2011 | RSC | Hardware Equipment Rental | 9-51v010 | 10/20/2008-08/29/2012 |
| 12/13/2010 | Red Wing Shoe Industrial | Shoes | 9-84090 | 8/12/2009-9/30/2012 |
| | Sherwin Williams | Maintenance & Hardware | 5-51V010 | 10/11/2004-1/31/2013 |
| | Simplexgrinnell, LP | Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine | 5-84070 | 12/6/2004-6/30/2012 |
| 8/16/2011 | SimplexGrinnell, LP | Fire Alarm & Suppression Services | 5-03FAC010 | 12/6/2004-6/26/2013 |
| | Snap-On Industrial | Hardware Products & Services | 3-51V010 | 9/20/2002-1/31/2016 |
| | Southern Tire Mart LLC-Michelin Bridgestone | Tires | 7-261010<br>7-261020 | 12/19/2006-12/5/2011<br>1/19/2007-12/20/2011 |
| 7/20/2010 | State Industrial Products | Hardware Superstore 12/27/2004 – 11/30/2010 | 5-51V020 | 12/27/2004-11/30/2015 |
| | Tandus US, Inc. | Floor Covering | 5-721A060 | 2/17/2005-8/3/2014 |
| 8/9/2011 | Teknion dba WorkSpace Solutions, Inc. | Office Furniture | 3-7110570-4 | 9/22/03-3/8/2014 |
| 11/22/2010 | The Hon Company | Office Furniture | 6-71111060 | 5/10/2006 – 2/26/2012 |
| | Tire Centers, LLC<br>Michelin North America, Inc. | Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services | 11-23V070 | 07/16/2011-05/31/2012 |
| | Tremco, Inc. | Bldg. & Bldg. Materials/Industrial Services & Supplies | 6-56050 | 3/6/2006-5/31/2014 |
| | United Rentals, Inc. | Hardware Superstore, Heavy Vehicle Equipment | 7-51V080 | 7/5/2007-7/31/2015 |
| **05/01/2012**** | **Video Sound & Lights** | **Detention Supplies** | **12-73020-3** | **12/07/2012-02/10/2013** |
| | Visual Innovations Company, Inc. | Professional Audio/Video, Telecommunications and Security Solutions | 4-581010 | 10/24/2003-7/7/2012 |
| | W.W. Grainger, Inc. | Industrial, Janitorial Supplies | 2-539030 | 8/26/2002-2/28/2014 |
| | World Wide Imaging Supplies | Office Products | 8-75030 | 5/2/2008-10/1/2012 |

**TPSS-State Travel Management Program**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | Enterprise Rent a Car | Car Rental | TX-C1080 | 3/31/2004-05/31/2012 |
| | Avis Rent a Car Systems | Car Rental | TX-C1080 | 3/31/2004-05/31/2012 |

**TIPS**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | 3-C Technology | Audio Visual Equipment & Supplies<br>Computer Equipment, Components & Peripherals | 1032609<br>1072309 | 3/26/2012<br>7/23/2012 |
| 8/30/2011 | Chemical Response & Remediation Contractors, Inc. | Trades, Temporary Labor and Materials<br>Professional Consulting and Other Related Services | 3042811<br>2052810 | 4/28/2012<br>5/28/2012 |
| 11/22/2011 | Diaz Floors & Interiors | Trades, Temporary Labor and Materials | 3042811 | 4/28/11-4/28/12 |
| 4/10/2012 | Arbor Construction & Energy Management | Trades, Temporary Labor & Materials | 304282011 | 4/28/11-4/28/12 |

**US Communities**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 12/07/2010 | GTSI | Computer Equipment, Software, Components & Peripherals Software | 4400001197 | 5/01/2009-4/30/2013 |
| | Graybar | Electrical Products | MA-43272-6 | 1/31/2013 |
| | Insight Public Sector | Technology Products Equipment & Technology Services/Solutions | RQ-09-997736-42b | 5/01/2009-4/30/2013 |
| 8/03/2010 | Service Wear Apparel | Uniform and Work Apparel | A1465-10 | 9/01/2010-12/31/2014 |
| 11/22/2011 | The Home Depot | Maintenance/Hardware Supplies | 11019 | 8/1/2011-7/31/2014 |
| 6/22/2010 | Tech Depot | Technology Products & Solutions | RQ09-997736-42C | 5/1/2009-4/30/2013 |

**TCPN**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 6/15/2010 | CAS Companies, LP | Job Order Contracting Services | R-5004 | 3/31/2010-3/31/2015 |
| | CDW | Computer, Components, Peripherals & Software | R-4713 | 9/30/2006-3/31/2012 |
| 1/31/2012 | CDW-G | Hardware, Software and Services | R-5106 | 1/9/2012-12/31/2012 |
| 5/1/2012 | Facilities-USA, LLC | Job Order Contract (JOC) | R-5085 | 11/1/2011-10/31/2012 |
| | GovConnection | Computer, Components, Peripherals & Software | R-4718 | 9/30/2006-3/31/2012 |
| 8/17/2010 | Jamail & Smith Construction | Job Order Contract (JOC) | R4957 | 3/31/2010-3/31/2015 |
| 7/12/2011 | Lowe’s Home Centers, Inc. | MRO Equipment, Supplies & Related Items/Services | R4954 | 3/31/2010-3/31/2015 |

| | | | | |
|---|---|---|---|---|
| 9/14/2010 | Office Depot | Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services. | R5023 | 7/12/2010-2/28/2015 |
| 2/22/2011 | Quill.com | Office Supplies & School Products | R-4945 | 2/28/2010-2/28/2015 |
| 6/28/2011 | Separation Systems Consultants, Inc. (SSCI) | Environmental Services | R-5068 | 06/01/2011-05/31/2016 |
| | Tandus US LLC | Commercial Floor Covering Systems | R-4882 | 7/31/2008-7/31/2013 |
| | Tech Depot | Computer, Components, Peripherals & Software | R-4716 | 9/30/2006-3/31/2012 |
| 4/5/2011 | Trane | Heating, Ventilating, Air Conditioning & Plumbing | R-5045 | 10/13/2010-9/30/2017 |
| 05/10/2011 | ThyssenKrupp Elevator Corp. | Elevator Products & Services | R-5042 | 9/30/2010-9/30/2015 |
| | Xerox Corporation | Document Management (Copiers) | R-4671 | 5/31/2010-5/31/2015 |
| | Xerox Supplies | Paper fine | R-4929 | 12/31/2009-12/31/2014 |

**GSA**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 6/21/2011 | Advanced Training Systems, Inc. | Mission Oriented Business Integrated Services | GS 02 F 0404D | 3/31/2016 |
| 11/22/2011 | Brazos Technology Corporation | General Purpose Commercial Information Technology Equipment, Software and Services | GS 35F 0096X | 11/30/2015 |
| 04/10/2012 | Buckstaff Public Safety, Inc. | Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster | GS-07F-0251T | 02/28/2012 |
| 4/10/2012 | CDW-G | General Purpose Commercial Information Technology Equipment, Software and Services | GS-35F0195J | 5/29/2012 |
| 8/3/2010 | Comtech LLC | Software and Services | GS-35F-0431K | 5/23/2015 |
| | Dell | Computer Equipment, Software, Components, Peripherals & Software | GS-35F-4076D | |
| 04/10/2012 | DLT Solutions | General Purpose Commercial Information Technical Equipment, Software and Services | GS-35F-4543G | 5/31/2012 |
| 11/23/2010 | Element K Corporation | IT Solutions & Electronics | GS-35F-0042L | 10/19/2015 |
| 6/29/2010 | Galls/Aramark | | GS-07F-0157M | |
| 12/28/2010 | ICx Technologies, Inc. | Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response | GS-07F-0117U | 12/5 2012 |
| 11/16/2010 | ICS Jail Supplies, Inc. | Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response | GS-07F-0552U | 9/29/2013 |
| 3/29/2011 | John E. Reid and Associates, Inc. | Training Aids and Devices; Instructor LED training; Course Development and Test; | GS-02F-0164P | 4/23/2014 |
| | NYP CORP | Shipping, Packaging and Packing Supplies | GS-14F-1237H | |
| | Safety Vision, LLC | Total Solutions for Law Enforcement, Security, Facility Management | GS-07F-0022J | |

| | | | | |
|---|---|---|---|---|
| 6/28/2011 | | Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response | | 9/30/2013 |
| | Tactical Gear Now, Inc. | | GS-07F-5508R | |
| 10/4/2011 | Ultrabac | General Purpose Commercial Information Technology Equipment, Software and Services | GS-35F-0243K | 02/03/2015 |

**HGAC**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | A & B Communications | Communications Equipment & Services | RA01-08 | Thru Dec. 31, 2011 |
| 12/13/2010 | Caldwell Country Chevrolet | Current Model Cars & Light Trucks | VE03-06 | Thru Oct 31, 2011 |
| 3/20/2012 | Daco Fire Equipment | General Purposse & Emergency Vehicles | FS12-11 | 12/1/2011-11/30/2013 |
| | EF Johnson Co. | Communications Equipment & Services | RA01-08 | |
| | Motorola | Communication Equipment & Services | RA01-08 | 04/30/2012 |
| 12/21/2010 | Source Incorporated of Missoury dba Source, Inc. | Wireless Telecomm Equipment & Services | CW05-02<br>CW10-09 | 6/1/2005-5/31/2012<br>11/1/2009-10/31/2012 |
| | Sprint | Communication Equipment & Services | CW-05/02 | 6/1/2005-5/31/2012 |
| | Superior Alarms | Surveillance & Access Control Equipment | SE05-05 | |
| | Superior Alarms | Video Surveillance Systems | SE05-08 | |
| 7/20/2010 | Superior Alarms | Surveillance, Access Control & Security Fencing | SE05-10 | 05/1/2010 – 04/30/2012 |
| 10/25/2011 | The Play Well Group | Parks and Recreation Equipment | PR11-10 | 11/1/2010-10/31/2012 |
| 7/5/2011 | Wastequip | Public Works Equipment-Refuse Handling Equipment | RC08-10 | 8/1/2010-7/31/2012 |

**CHOICE FACILITY PARTNERS;**

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 12/07/2010 | Herrera & Hunt | Job Order Contracting and Related Services | 09/040JC-07 | 6/16/2009-6/15/2012/3 |
| 12/07/2010 | Herrera & Hunt, Inc. | Job Order Contracting and Related Services | 07/007JC-01 | 5/15/2007-5/14/2012 / 1 |
| 10/12/2010 | Hydro-Stop Inc. LLC | Roofing | 08/021JC-01 | 7/1/2008 – 7/31/2011/2 |
| 12/07/2010 | Alpha Building Corporation | Job Order Contracting and Related Services | 06/035JC-01 | 12/19/2007-2/24/2011/2 |
| 12/07/2010 | Alpha Building Corporation | Job Order Contracting and Related Services | 10/030JC-01 | 02/22/2010-02/21/2011/6 |

**NJPA NATIONAL JOINT POWERS ALLIANCE**

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 2/14/2010 | Pasco Brokerage, Inc. | Appliances & Equipment | 120209-PBI | 12/18/2013 |

***Denotes: New Vendor added for approval**

☐ **Contract Renewed**

Window on State Government **Susan Combs** Texas Comptroller of Public Accounts

Search TXMAS Contracts Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

## VIDEO SOUND & LIGHTS
## Contract TXMAS-12-73020-3

Dealer for:

**BOB BARKER COMPANY, INC.**

**On-Line Catalog/Order Processing**

**DETENSION SUPPLIES**

Corporate Office:
BOB BARKER COMPANY, INC.
118 EAST JONES STREET
FUQUAY-VARINA NC 27526-0429

USA

Send PO to:
VIDEO SOUND & LIGHTS
3716 SOUTH U.S. HIGHWAY 281
EDINBURG TX 78539-9768
USA
Vendor ID: 17428802825

Invoice From:
VIDEO SOUND & LIGHTS
3716 SOUTH U.S. HIGHWAY 281
EDINBURG TX 78539-9768
USA
Vendor ID:

| | |
|---|---|
| Delivery: | 30 DAYS ARO |
| FOB Point: | DESTINATION |
| Terms: | NET 30 DAYS |
| Remit To: | VIDEO SOUND & LIGHTS<br>215 EAST CANTON ROAD<br>EDINBURG TX 78539<br>USA<br>Vendor ID: |
| Vendor ID: | 17428802825 |
| Business Type: | Small |
| DUNS #: | 036654283 |
| Effective:<br>Expires: | 12/7/2011<br>2/10/2013 |

**CONTACT:**
DIANA CARDENAS

Phone 956-383-6855
DIANAMC2@AOL.COM

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 12/7/2011 through 2/10/2013 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. COSTARS-11.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

**Order Limitations:**
Minimum Order: NONE
Maximum Order: NONE

**Approved Products/Services:** Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

**THIS TXMAS CONTRACT IS ALSO LISTED ON TXSMARTBUY. Unless** this contract has TXMAS-authorized dealers (listed previously on this page), all purchasing entities wanting to purchase items/services available on this TXMAS contract must purchase through TxSmartBuy: www.txsmartbuy.com. If this contract has TXMAS-authorized dealers, those dealers may continue to accept purchase orders and invoice as they have been doing in their previous manner (fax, email, or hand carry). If you have any questions, please send an email to txmas@cpa.state.tx.us or call (512-463-3421).

**State Preference:** All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

**Payment Due Date:** Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it, or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a

direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Bob Barker Company Inc., Bob Barker, detention supplier, detention products, inmate supplies, officer supplies, clothing, corrections, correctional, prison, jail, inmate, dental hygiene, toothbrushes, toothpastes dental floss, mouthwash, shaving supplies, razors, shaving cream, body wash, bar soap, liquid hand soap, shampoo, conditioner, ethnic hair care, personal care, combs, brushes, skin care lotion, antiperspirants, deodorant, feminine products, tampons, maxi pads, admission kits, lice control, infection control, facial tissue, first aid kit, drug and alcohol screens, latex exam gloves, uniforms, tri stitch uniforms, two-piece uniforms, jumpsuit, jumpsuits, Value Line jumpsuits, head gear, jackets, rain suits, acrylic watch caps, baseball caps, safety vests, work coats, coach jackets, cold weather garments, thermal underwear, sweats, pullover sweatshirts, sweatpants, hooded sweatshirts, poplin shirts, twill work pants, webbed belts, men's jeans, Dickie's, women's pants, elastic waist jeans, work shirts, jersey shorts, polyester shorts, gym shorts, fleece sweat shorts, white T's, tees, t-shirts, knit sport shirts, nightwear, knit pajamas, bathrobes, robes, pajama tops, pajama bottoms, boxer shorts, white boxers, solid color boxer shorts, briefs, cotton briefs, bras, sports bras, traditional style bras, brief style women's panties, hi-cut panties, socks, low cut terry sports, thermal tubes, striped tubes, ladies' low cut terry sports, ladies' no-show sports, solid color tubes, solid color crews, disposable shirts, disposable bib aprons, lightweight disposable coveralls, disposable boxers, disposable briefs, foam slippers, all purpose slippers, soft cloth pullover slippers, footwear, PVC sandals, v-strap thongs, heavy duty v-strap thongs, slip-on PVC sandals, heavy duty deck shoe, canvas deck shoe, men's canvas step-ins, men's canvas hi-bobs, men's canvas hi-bobs, women's canvas oxfords, hi-top velcro bobs, men's and women's velcro running shoes, leather lace-up shoes, boots, military style jungle boots, plain toe suede leather boots, anti-skid PVC knee boots, overshoe boots, velcro closure leather boots, steel toe leather work boots, replacement boot laces, plain toe leather boots, composite toe boots, recreation, playing cards, UNO cards, dominos cards, undergarments, board games, Backgammon, Sorry, Scrabble, Monopoly, chess, checkers, large print crossword books, flexible pen, flexible pencil, wooden pencils, gel pens, yellow legal pads, plain white envelope, writing tablet, college-ruled notebook, paddle ping pong paddles and balls, volleyball, soccer ball, indoor/outdoor basketball, backboard, rim, net, electronics, stereo headphones, batteries, Eveready Industrial batteries, compact AM/FM stereo cassette recorder, transparent stereo cassette player, bedding, pillows, linens, flame resistant pillows, bed size pillows, vinyl covered pillow, mattress storage rack, mattresses, mattress cover, sheets, pillowcases, blankets, towels, washcloths, laundry bags, maximum security cotton core mattress, flame check cotton core mattress, flame check polyester core mattress, Value Line mattress, fire seal foam core mattress, flame resistant vinyl mattress, heavy duty cloth mattress covers, vinyl pillow cover, mattress covering kit, disposable bedding, disposable sheets, disposable pillow cover, disposable blankets, fitted sheets, flat sheets, standard size pillowcase, half size pillowcase, ribbed bedspreads, nylon blankets, polyester blankets, wool blankets, cotton thermal blankets, snag free thermal blankets, lightweight thermal blankets, towels, washcloths, shower room supplies, shower curtain, tamper resistant stainless steel shower rod, clear top shower curtain, easy snap plastic shower curtain rings, suction cup shower and tub safety mats, anti-slip strips, opaque hookless shower curtains, translucent hookless shower curtain, soft rod shower curtain combo, open weave laundry nets, zippered laundry nets, velcro closure laundry nets, tie cord laundry nets, laundry supplies, canvas trucks, water

soluble laundry bags, single load laundry detergent, multiple load laundry detergent, chlorine bleach, nonchlorine bleach, Bounce fabric sheets, cleaning supplies, Clorox disinfecting wipes, Windex glass cleaner, Febreze, Simple Green, GOJO Pumice hand cleaner, bowl cleaner, neutral cleaner, all purpose cleaner, heavy duty cleaner, dust mop kit, corn brooms, plastic dust pans, janitorial carts, plastic mop bucket and wringer set, toilet brush, mop head, mop handle, floor sign, clear wastebasket, insulated water cooler, orange trash bags, cotton jersey gloves, disposable poly gloves, leather palm work gloves, cut resistant flexible gloves, kitchen essentials, cloth aprons, disposable aprons, vinyl aprons, hairnets, flame resistant oven mitt, flatware, spoons, forks, sporks, serrated knife, dish towels, insulated servers, food service supplies, tumblers, dinnerware, compartment trays, polypropylene bowls, cups, tumblers, security cutlery cabinet, disposable tray lines, HOT TRAY open delivery carts, portable fingerprinting station, plastic ID wristbands, suicide, metal detectors, Garrett Super Scanner, inspection mirrors, metal detector wand, dual scan portable metal detector, flashlight, Officers Only, stab vests, duty and tactical jackets, restraints, handcuffs, leather transport belt, disposable double cuffs, peerless leg irons, combination locks, transport chains, furnishings, TV wall mounts, lockers, cots, stacking armchairs, vehicle partitions, underbed storage boxes, garment bags, stacking bunks and drawers, double bunks, triple bunks, wall-mount bunks, solid steel benches, Connecticut table, picnic style tables, steel benches, wall mount desk, pedestal tables, swing arm seat desk, stainless steel mirror, tamper resistant visitation phone system, rifle locker, stackable gun lockers, VanCell, prison transport

**Comments**

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

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**AI-31969** **12. B.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: MARTHA SALAZAR Submitted By: Eugenia Andrade, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Requesting approval to rescind action taken on 03-13-2012 (AI-31253) for asset #47209 and #47218. Computers were characterized as stolen but since then were located at the Juvenile Probation Department reception area on 04-16-2012.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

## Attachments

BACKUP

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 04/18/2012 04:07 PM |
| Perla Lopez | Perla Lopez | 04/19/2012 09:30 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Eugenia Andrade Started On: 04/18/2012 03:08 PM

Final Approval Date: 04/25/2012

**AI-31253**
**CC CONSENT**
**Meeting Date:** 03/13/2012

**7. G.**

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

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 M. McAllen ISD Police Dept Arrest P.C.'s —

520 S. 23RD STREET • McALLEN, TEXAS 78501 • 956/618-6031 • FAX 956/971-1502

# 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

HIDALGO COUNTY
LOCATED ASSETS INVENTORY

LOCATION: Juvenile Probation (South entrance Reception area)

Prepared by: ~~Janice~~ Andrade
Assited by: Bianca Ganz
Date: 3-20-2012

| | DESCRIPTION | ASSET NO. | LOCATION | S.N. V.I.N. | LIC. PL. | NOTES |
|---|---|---|---|---|---|---|
| * | Dell Optiplex 745 USFF | 47209 | Front Recept. | FM8GDD1 | Not on List | ck Alio Mod. |
| * | Dell Optiplex 745 USFF | 47218 | Front Recept | 489GDD1 | Not on List | ck Alio Mod. |
| | Paging System | 48673 | Front Recept. | No Visble SN | Pled Temp | Asset Tag → need update description |
| | MIC W/Speaker Box — update description | 53030 | Front Recept. | No Visible SN : Silver Goosenack Mic W/speaker Box | — | tagged properly. |

## Eugenia

**From:** Eugenia [eugenia.andrade@co.hidalgo.tx.us]
**Sent:** Friday, April 27, 2012 4:10 PM
**To:** 'Elena Gaitan'
**Cc:** 'Agueda'; 'Martha Salazar'; 'juan.alvarado@co.hidalgo.tx.us'
**Subject:** FW: Consent AI-31969 Purchasing Dept for Juvenile Probation Dept.
**Importance:** High

Ms. Elena,

I am forwarding to you a concern raised by Ms. Arcy Duran. As you can read below she is questioning if the police agency, which is the McAllen ISD Police Department, should be notified that the computers have been located. I therefore agree that to her concern and ask of you to please inform them since you are their point of contact. If however you have a different opinion please let me know on Monday as I know you have left for today. In advance I thank you for your kind cooperation regarding this matter.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Friday, April 27, 2012 11:00 AM
**To:** 'Agueda'; 'Juan'; 'Eugenia'
**Cc:** 'Arcy Duran'; 'Linda Fong'; 'Ray Eufracio'; 'Darlene Betancourt'
**Subject:** FW: Consent AI-31969 Purchasing Dept for Juvenile Probation Dept.
**Importance:** High

Ms. Aggie:
Please review comments below and respond.
Thanks,
Marty

---

**From:** Arcy Duran [mailto:arcy.duran@auditor.co.hidalgo.tx.us]
**Sent:** Friday, April 27, 2012 9:41 AM
**To:** 'Martha L. Salazar'
**Cc:** Ray Eufracio; linda.fong@auditor.co.hidalgo.tx.us
**Subject:** Consent AI-31969 Purchasing Dept for Juvenile Probation Dept.

Police reports were previously filed for the two computers. Does the police agency need to be notified that the computers have since been located? In addition, please attach applicable supporting documentation. The agenda item currently has no supporting documentation. Thank you.

**AI-32068** **12. C.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

1. Request approval for Application for Payment No. 2 in the amount of $109,546.16 submitted by Alpha Building Corp awarded JOC through HCDE-Choice Facility Partners; Pursuant to action taken by CC on 10/18/2011 for proposed Renovations and Additions to Elections Warehouse (Project #2011-147-09-20-MSS) and as certified by project architect Dannenbaum Engineering.

2. Requesting approval of Change Directive No. 2 in connection with the "Renovations and Additions to Elections Warehouse" submitted by contracted architect, Mr. Steve McGarraugh, AIA, Dannenbaum Engineering, for Alpha Building Corporation project awarded JOC vendor with authority for County Judge or Court member to execute document.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1301-414-00-130-020-0-452

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

BUDGETARY IMPACT:

**Change directive #2 will be paid through contingency line 194 of P.O. 667685 on Sage**
Already included in P.O.

## Attachments

Directive from Mr Sunday Proj Mgr

Alpha Pymt Appl No. 2

change directive

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/26/2012 12:53 PM |
| Budget & Management | Merlen P. Munoz | 04/26/2012 01:50 PM |
| Auditor's Office | Angela Garcia | 04/27/2012 04:29 PM |

Form Started By: Moises Salazar Started On: 04/25/2012

Final Approval Date: 04/27/2012

MOISES SALAZAR
**From:** Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
**Sent:** Tuesday, April 24, 2012 11:31 AM
**To:** 'Moises Salazar'
**Cc:** 'Valde'
**Subject:** RE: Elections Warehosue Classrooms/Shredder Addition Project

Hello Mr. Moi,
I spoke to Mr. Guerra last night and he agreed this is a good use of contingency funds since it fits within already Court approved strategies. Please proceed realizing it is imperative we get this on the CC Agenda for next Tues. 1 May. If you need any additional info or documentation, please do not hesitate to contact Fred Lozano at Alpha. After this is approved at CC, please advise Steve McGarraugh of Dannenbaum to proceed with the appropriate change directive. Of course, if you need any help or anything additional from me, please call me.
Thanks for the teamwork,
Rick Sunday, 956-874-4677

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: County of Hidalgo
2812 So. Bus 281 & Corner of Canton
Edinburg, TEXAS 78539

PROJECT: 1240006 Hidalgo Cty Elect Metal Bl

APPLICATION NO: 00002
PERIOD TO: 3/30/2012
PROJECT NOS.: 667685

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: Alpha Building Corporation
222 E. Van Buren #503
Harlingen, TEXAS 78550

VIA ARCHITECT: County of Hidalgo
2812 So. Bus 281 & Corner of Ca
Edinburg, TEXAS 78539

CONTRACT DATE: 1/9/2012

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet, AIA Document G703, is attached.

| | |
|---|---|
| **1. ORIGINAL CONTRACT SUM** | $418,778.35 |
| **2. Net change by Change Orders** | $0.00 |
| **3. CONTRACT SUM TO DATE** (Line 1 ±2) | $418,778.35 |
| **4. TOTAL COMPLETED & STORED TO DATE** (Column G on G703) | $180,936.34 |
| **5. RETAINAGE:** | |
| a. 5.000 % of Completed Work (Columns D + E on G703) | $9,046.82 |
| b. 5.000 % of Stored Material (Columns F on G703) | $0.00 |
| Total Retainage (Line 5a + 5b or Total in Columns I on G703) | $9,046.82 |
| **6. TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total) | $171,889.52 |
| **7. LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) | $62,343.36 |
| **8. CURRENT PAYMENT DUE** | $109,546.16 |
| **9. BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6) | $246,888.83 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $0.00 | $0.00 |
| Total approved this Month | $0.00 | $0.00 |
| TOTALS | $0.00 | $0.00 |
| NET CHANGES by Change Order | | $0.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Alpha Building Corporation

By: _____ Date: 4-12-12

Gustavo Grajales

State of: Texas
County of: Cameron
Subscribed and sworn to before me this 12 day of April 2012

JESSICA A. HANSEN
Notary Public, State of Texas
My Commission Expires
October 27, 2015

Notary Public: JHansen
My Commission expires: 10/27/2015

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** $109,546.16

*(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)*

ARCHITECT: Dannenbaum Engineering Company

By: _____ Date: 4/24/2012

Steve McGarraugh

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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# CONTINUATION SHEET

AIA DOCUMENT G703



AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00002
APPLICATION DATE:
PERIOD TO: 3/31/2012
ARCHITECT'S PROJECT NO.: 667685

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G÷C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE) RATE |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| 0000010 | General Superintendent | $19,296.35 | $8,212.59 | $2,216.75 | $0.00 | $10,429.34 | 54.048 | $8,867.01 | $0.00 |
| 0000020 | Bond | $7,282.00 | $7,282.00 | $0.00 | $0.00 | $7,282.00 | 100.000 | $0.00 | $0.00 |
| 0000030 | Temp Toilets | $1,000.00 | $250.00 | $100.00 | $0.00 | $350.00 | 35.000 | $650.00 | $0.00 |
| 0000040 | Container | $2,500.00 | $625.00 | $250.00 | $0.00 | $875.00 | 35.000 | $1,625.00 | $0.00 |
| 0000050 | Clean up | $1,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $1,500.00 | $0.00 |
| 0000060 | Mobilization | $3,900.00 | $3,900.00 | $0.00 | $0.00 | $3,900.00 | 100.000 | $0.00 | $0.00 |
| 0000070 | Demolition asphalt | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100.000 | $0.00 | $0.00 |
| 0000080 | Clearing and grubbing | $3,500.00 | $2,800.00 | $525.00 | $0.00 | $3,325.00 | 95.000 | $175.00 | $0.00 |
| 0000090 | Strip, stock | $1,500.00 | $1,500.00 | $0.00 | $0.00 | $1,500.00 | 100.000 | $0.00 | $0.00 |
| 0000100 | Flexible base | $5,000.00 | $2,500.00 | $2,250.00 | $0.00 | $4,750.00 | 95.000 | $250.00 | $0.00 |
| 0000110 | Earthwork | $2,500.00 | $1,875.00 | $250.00 | $0.00 | $2,125.00 | 85.000 | $375.00 | $0.00 |
| 0000120 | Foundation/Sidewalks prep | $2,500.00 | $1,250.00 | $750.00 | $0.00 | $2,000.00 | 80.000 | $500.00 | $0.00 |
| 0000130 | Asphalt pavement | $7,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $7,500.00 | $0.00 |
| 0000140 | Striping/markings | $2,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $2,500.00 | $0.00 |
| 0000150 | Concrete finish | $7,500.00 | $0.00 | $5,250.00 | $0.00 | $5,250.00 | 70.000 | $2,250.00 | $0.00 |
| 0000160 | Concrete foundation/sidewalk/footings | $23,000.00 | $0.00 | $17,250.00 | $0.00 | $17,250.00 | 75.000 | $5,750.00 | $0.00 |
| 0000170 | Rebar | $8,500.00 | $0.00 | $8,500.00 | $0.00 | $8,500.00 | 100.000 | $0.00 | $0.00 |
| 0000180 | Forming | $3,200.00 | $2,880.00 | $320.00 | $0.00 | $3,200.00 | 100.000 | $0.00 | $0.00 |
| 0000190 | Pre-fabricated building - Mtl | $41,000.00 | $12,300.00 | $28,700.00 | $0.00 | $41,000.00 | 100.000 | $0.00 | $0.00 |
| 0000200 | Pre-fabricated building Lbr | $9,500.00 | $0.00 | $9,500.00 | $0.00 | $9,500.00 | 100.000 | $0.00 | $0.00 |
| 0000210 | Canopy Mtl | $8,500.00 | $0.00 | $1,275.00 | $0.00 | $1,275.00 | 15.000 | $7,225.00 | $0.00 |
| 0000220 | Canopy Lbr | $3,500.00 | $0.00 | $525.00 | $0.00 | $525.00 | 15.000 | $2,975.00 | $0.00 |
| 0000230 | Hollow metal doors and frames - mtl | $13,500.00 | $0.00 | $6,750.00 | $0.00 | $6,750.00 | 50.000 | $6,750.00 | $0.00 |
| 0000240 | Hollow metal doors and frames - lbr | $3,500.00 | $0.00 | $525.00 | $0.00 | $525.00 | 15.000 | $2,975.00 | $0.00 |
| 0000250 | Glazing | $3,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $3,000.00 | $0.00 |
| 0000260 | Metal stud framing | $13,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $13,500.00 | $0.00 |
| 0000270 | Wall board | $8,900.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $8,900.00 | $0.00 |
| 0000280 | Insulation | $7,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $7,500.00 | $0.00 |
| 0000290 | Ceramic tile | $3,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $3,000.00 | $0.00 |
| 0000300 | Acoustical ceiling | $6,800.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $6,800.00 | $0.00 |
| 0000310 | Flooring | $5,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $5,000.00 | $0.00 |
| 0000320 | Painting | $9,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $9,500.00 | $0.00 |
| 0000330 | Partitions | $5,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $5,000.00 | $0.00 |
| 0000340 | Toilet accessories | $2,300.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $2,300.00 | $0.00 |

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# CONTINUATION SHEET

AIA DOCUMENT G703



AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00002
APPLICATION DATE:
PERIOD TO: 3/31/2012
ARCHITECT'S PROJECT NO.: 667685

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G÷C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE) RATE |
| 0000350 | HVAC AHU - Mtl | $6,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $6,500.00 | $0.00 |
| 0000360 | HVAC AHU - lbr | $2,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $2,500.00 | $0.00 |
| 0000370 | Duct - mtl & lbr | $15,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $15,000.00 | $0.00 |
| 0000380 | Duct install | $7,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $7,500.00 | $0.00 |
| 0000390 | Air outs/inlets - mtl | $2,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $2,500.00 | $0.00 |
| 0000400 | Air outs/inlets - lbr | $800.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $800.00 | $0.00 |
| 0000410 | Exhaust fans - mtl | $350.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $350.00 | $0.00 |
| 0000420 | Exhaust fans - lbr | $200.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $200.00 | $0.00 |
| 0000430 | HVAC piping | $500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $500.00 | $0.00 |
| 0000440 | HVAC Insulation | $5,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $5,000.00 | $0.00 |
| 0000450 | HVAC start up | $500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $500.00 | $0.00 |
| 0000460 | Sanitary underground | $8,500.00 | $7,650.00 | $850.00 | $0.00 | $8,500.00 | 100.000 | $0.00 | $0.00 |
| 0000470 | Domestic water | $1,000.00 | $500.00 | $250.00 | $0.00 | $750.00 | 75.000 | $250.00 | $0.00 |
| 0000480 | Plumbing Rough in | $3,500.00 | $2,100.00 | $525.00 | $0.00 | $2,625.00 | 75.000 | $875.00 | $0.00 |
| 0000490 | Plumbing fixtures - mtl | $9,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $9,500.00 | $0.00 |
| 0000500 | Plumbing fixtures - lbr | $1,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $1,500.00 | $0.00 |
| 0000510 | Drains/carriers/cleanouts | $1,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $1,500.00 | $0.00 |
| 0000520 | Water heater | $750.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $750.00 | $0.00 |
| 0000530 | Data drops | $5,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $5,000.00 | $0.00 |
| 0000540 | Gear & lighting package | $30,000.00 | $0.00 | $22,500.00 | $0.00 | $22,500.00 | 75.000 | $7,500.00 | $0.00 |
| 0000550 | Electrical rough in | $11,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $11,000.00 | $0.00 |
| 0000560 | Feeders | $12,500.00 | $0.00 | $6,250.00 | $0.00 | $6,250.00 | 50.000 | $6,250.00 | $0.00 |
| 0000570 | Trim out | $9,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $9,500.00 | $0.00 |
| 0000580 | HVAC Equipment connection | $1,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $1,500.00 | $0.00 |
| 0000590 | Contingency Allowance | $25,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $25,000.00 | $0.00 |
| | | $418,778.35 | $65,624.59 | $115,311.75 | $0.00 | $180,936.34 | 43.21% | $237,842.01 | $0.00 |

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# AIA® Document G714™ – 2007

## Construction Change Directive

**PROJECT:** *(Name and address)*
Ren/Additions to Elections Warehouse
317 N. Closner
Edinburg, TX 78539

**TO CONTRACTOR:** *(Name and address)*
Alpha Building Corporation
5541 Bear Lane #201
Corpus Christi, TX 78504

**DIRECTIVE NUMBER:** 002

**DATE:** 04/26/2012

**CONTRACT FOR:**
General Construction

**CONTRACT DATED:** December 12, 2011

**ARCHITECT'S PROJECT NUMBER:** 28273

OWNER ☒
ARCHITECT ☒
CONSULTANT ☐
CONTRACTOR ☒
FIELD ☐
OTHER ☐

You are hereby directed to make the following change(s) in this Contract:
*(Describe briefly any proposed changes or list any attached information in the alternative.)*
Perform Construction Services as described in the attached Request for Change Directive for Hidalgo County Contract No. 201-147-09-20 MSS.

**PROPOSED ADJUSTMENTS**

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

   ☐ Lump Sum of $ 0.00

   ☐ Unit Price of $ per

   ☐ As provided in Section 7.3.3 of AIA Document A201™–2007

   ☒ As follows:
   Work as described above shall be paid through the contingency fund. The cost of work is $6,775.52. The Owner's remaining contingeny is $21,977.11. Upon acceptance of this Directive, the remaining balance shall be $15,201.59.

2. The Contract Time is proposed to remain unchanged . The proposed adjustment, if any, is ~~zero~~ fourteen SLMS
   SLMS 14 ( ~~0~~ ) days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

| ARCHITECT *(Firm name)* | OWNER *(Firm name)* | CONTRACTOR *(Firm name)* |
|---|---|---|
| Dannenbaum Eng Co. McAllen LLC | | Alpha Building Corp. |
| McAllen TX 78504<br>1109 N Jona Loop Ste 208<br>ADDRESS | ADDRESS | 222 E Van Buren. Harlingen Tx 78550<br>ADDRESS |
| BY *(Signature)* | BY *(Signature)* | BY *(Signature)* |
| Steven L. McGarraugh, AIA<br>*(Typed name)* | *(Typed name)* | Frederic Lozano Jr.<br>*(Typed name)* |
| 04/27/2012<br>DATE | DATE | 4/27/2012<br>DATE |

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## Description of Work

**Project Cost: $ 6,775.52**

## Scope of Work

**HVAC:** Upgrade HVAC seer to meet AEP City Smart Rebate

**Lighting: 40-** Upgrade Lamps to meet AEP City Smart Rebate (3100 lumens), Ballasts (BEF 3.03 for 1 lamp, BEF 1.55 for 2 lamp)

**Note:** Cost upgrades have been priced accordingly with the direction of Hidalgo County

**Staging and Protection:**

- Establish with the owner's direction an area for storage of materials and spoils.
- Provide protection to existing construction during all phases.
- Dispose of all construction spoils by dumpster or direct haul off.

**Assumption:**

*Material and labor associated with unforeseen or unexpected conditions are not included with this scope of work and proposal. Any costs associated with unforeseen or unexpected conditions are above and beyond this scope of work and will incur additional cost above and beyond those proposed with this scope of work. Move will take place weather permitting*

**Exclusions:**

- *Hazardous material surveys, work, and clearances are not included in this scope of work and are to be completed by others.*
- *Delay in project caused by owner, acts of god, or inclement weather*
- *Work not specified in plans*

**Clarifications:**

No work on change variances (orders) will be performed without written and documented authorized documentation.

**General Assumptions:**

- Hazardous material work or clean up is neither expected nor priced in this proposal.
- Special lead time equipment and materials. TBD

- Interface with existing structure: *Yes*
- Possible disruption to building personnel and plans to minimize: Area to be inaccessible to general public during installation time of section.
- Outages: *None*
- Special training/Orientation Requirements: *None*
- Work to be performed during non-normal hours: *None*
- Outage Coordination: *Alpha supt. and County designates*
- Schedule Issues: *None*
- Special Issues: *None*
- Special Security Requirements: *Protection of general public*
- Significant Milestones: *None*
- Hazardous Materials: *None*

Quality Assurance Considerations: A pre-final inspection will be held 1 day prior to final completion date. Any items identified will be corrected before request for final inspection.

**I. STAFFING PLAN:**

A. Project Manager: *Fred Lozano*
B. Superintendent: *Xavier Lopez*
C. Quality Control Coordinator:
D. Subcontractors:

**II. PERMITS: To be provided by General Contractor and Transporter.**

A. Demo:
B. Burning: Welding: Cutting:

**SUBMITTAL REQUIREMENTS: TBD**

**III. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:**

*None*

Submitted By:

*Fred Lozano*

Approved By: DIA Date 4/27/2012

| COST ADJUSTMENTS TO HIDALGO COUNTY ELECTIONS WAREHOUSE HIDALGO COUNTY | EDINBURG, TEXAS | | | ALPHA BUILDING CORPORATION VAN BUREN AVE. | 78550 | 222 E. HARLINGEN, TEXAS 4/12/2012 |
|---|---|---|---|---|---|---|
| CED Original Fixture Cost | Fixture | | | | $ | 6,890.27 |
| Up Graded Fixtures | New | | | | $ | 6,938.60 |
| Cost to Up Grade Fixtures | | | | | $ | 48.33 |
| Colonnade Decrotive Fixture Cost | | 8.00 | $ | 571.00 | $ | 4,568.00 |
| Credit for 8 wall paks | | 8.00 | $ | 110.00 | | -880 |
| CED Total Cost | | | $ | 681.00 | $ | 3,736.33 |
| L&I Electric | Mark Up | | | | $ | 934.08 |
| Tex Air | HVAC Upgrade | | | | $ | 750.00 |
| L&I Electric | Sell Cost | | | | $ | 5,420.41 |
| Alpha Building Corporation | | | DIV/.80 | | $ | 6,775.52 |

# TRANSMITTAL LETTER

**DEC** DANNENBAUM ENGINEERING COMPANY-MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956)682-3677 O (956) 686-1822 F

PROJECT: (Name, address) **Hidalgo County Pct 4 Architectural Services - Elections Warehouse Expansion**

PROJECT NO. 4525-02

DATE: 04/27/2012

TO: County of Hidalgo
Purchasing Department
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

If enclosures are not noted, please inform us immediately.

ATTN: **Moises Salazar**

If checked below, please:

( ) Acknowledge receipt of enclosures.

( ) Return enclosures to us.

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

X approval & signature ___ distribution to parties ___ information ___ use

___ review & comment ___ record (s)

___ Other: _____

THE FOLLOWING:

___ Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other SEE BELOW

| Copies | Date | Rev. No. | Description | Action Code |
|---|---|---|---|---|
| 2 | 04/27/12 | **Originals** | Partially executed Construction Change Directive No. 002<br>AIA Form G714-2007 | E |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. See REMARKS below

REMARKS: If you have any questions please call our office. Thank you.

COPIES TO:
4525-02/File

(with enclosures)

BY: _____
Steven L. McGarraugh, AIA
Project Architect

G:\1540\4525-02 - HC Elections Warehouse Expansion\TRANSMITTALS\Transmittal - LJones to Hidalgo County Purchasing 091411.doc

**AI-32098** **12. D.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Co. Auditor:

Requesting ratification of automatic renewal (as stipulated in agreement) of maintenance agreement for a canon np6545/njf22943/10142086 level silver with IKON Office Solutions, Inc. and approval to purchase full year of services (as required by vendor) eventhough no services have been rendered to date. As per requisition #215169 in the total amount of $1,118.32/year, effective October 16, 2011 thru October 15, 2012 (2-1100-415-21-170-001-0-432);

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-21-170-001-0-432

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

BUDGETARY IMPACT:

Amount available through Requisition#215169 in the amount of $1,118.32 as of 4/27/12 for IKON Office Solutions, Inc.

## Attachments

Requisition #215169

Agreement

Email

Email_Legal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/27/2012 11:11 AM |
| Budget & Management | Merlen P. Munoz | 04/27/2012 01:01 PM |
| Erika Zamora | Erika Zamora | 04/27/2012 03:36 PM |
| Auditor's Office | Angela Garcia | 04/27/2012 04:29 PM |

Form Started By: Blanca Mayorga Started On: 04/25/2012 05:01 PM

Final Approval Date: 04/27/2012

# Requisition

## HIDALGO COUNTY AUDITOR'S OFFICE

**Req #** 00215169
**PO #**
**Date:** 04/26/12

**Bill To:** x
x

**Vendor :** 223751
IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
FAX (478)471-2311

**Ship To:** HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

**Contact:** R EUFRACIO
956-318-2511

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | REPAIRS & MAINTENANCE AGREEMENT ON A CANON NP6545 COPIER<br>DO NOT DUPLICATE ORDER | | |
| 1.00 | YEAR | MAINTENANCE AGREEMENT SUPPORT BASE CHARGES ON AN 8X5X4 SILVER - CANON COPY MACHINE, EQUIPMENT NO. 10142086, MODEL NO. NP6545, SERIAL NO. NJF22943, I.D. NO. NJF22943, CUSTOMER NO. 2136876, W / CONTRACT OF 72,000 COPIES / YEAR, W / AN OVERAGE RATE OF $.0118634 COST OF ADDITIONAL IMAGES B/W / COPY; BEGINNING: OCTOBER 16, 2011 AND ENDING OCTOBER 15, 2012 | 1,118.32 | 1,118.32 |
| | | Account No | Encumbrance | |
| | | 2-1100-415-21-170-001-0-432 | 1,118.32 | |
| | | | Freight | .00 |
| | | | Total | 1,118.32 |
| | | Per email from IKON representative Lynn Shelley, net terms are 30 days not 10 days as specified in Agreement. | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

IKON Document Efficiency At Work.
A RICOH COMPANY

# SALES ORDER / SERVICE ORDER

Master Sale Agreement Date
Master Maintenance Agreement Date
Master Maintenance and Sale Agreement Date

## CUSTOMER INFORMATION

| | | | |
|---|---|---|---|
| Legal Name | STX HIDALGO COUNTY | Contact | Maria Medina 956.318.2511 |
| Bill To Address | 2808 S BUSINESS HWY 281. AUDITORS OFFICE, EDINBURG, TX. 78539, US | Install Address | 2808 S BUSINESS HWY 281. AUDITORS OFFICE, EDINBURG, TX, 78539, US |
| City / State / Zip | | City / State / Zip | |

This is an Order made pursuant and subject to the terms and conditions of the above referenced Master Agreement(s) between Customer and IKON Office Solutions, Inc. The signature below indicates that the Customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms and conditions set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by an Authorized Manager of IKON Office Solutions, Inc.

## PRODUCT DESCRIPTION

| Make / Model / Serial Number | Service Level | Connected |
|---|---|---|
| NP6545 / NJF22943 / 10142086 | Silver | Yes |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Check all that apply**

- ☐ Additional Product Description page(s) attached
- ☐ Professional Services fees included
- ☒ Fixed Service Charge
- ☐ Sales Tax Exempt (*Must attach valid Exemption Certificate)

**Service Levels**

**Gold**: Includes all supplies and staples. Excludes paper.
**Silver**: Includes all supplies. Excludes paper and staples.
**Bronze**: Parts and labor only. Excludes paper, staples and supplies.
**PlusPak**: Toner, parts and labor (See Exhibit A, Sec. 12). Excludes paper, staples and MA Kits.

## EQUIPMENT CHARGES

| Total Product Purchase Price |
|---|
| N/A |
| *Excludes Tax* |

## SERVICE CHARGES

*For Gold, Silver and Bronze*

| Total Service Charges *Per Base Billing Frequency* | Minimum Term | Guaranteed Minimum Volume *Per Base Billing Frequency* | | Cost of Additional Images | |
|---|---|---|---|---|---|
| $1,118.32 | 12 Mos | B&W | 72000 | B&W .014 | Annual |
| Base Billing Frequency: Annual | | Color | N/A | Color N/A | |

Additional Provisions: Contract 569234 : Effective 16-OCT-2011 to 15-OCT-2012

| CUSTOMER | IKON OFFICE SOLUTIONS, INC. |
|---|---|
| Authorized Signature | Authorized Signature |
| Signature Printed Name | Signature Printed Name |
| Title | Title |
| Date | Date |

IKON Document Efficiency At Work.
A RICOH COMPANY

# MASTER MAINTENANCE AND SALE AGREEMENT

## CUSTOMER INFORMATION

| | | | | | |
|---|---|---|---|---|---|
| Legal Name | STX HIDALGO COUNTY | | | | |
| Bill To Address | 2808 S BUSINESS HWY 281 AUDITORS OFFICE | | | | |
| City | EDINBURG TX 78539 | State | | Zip Code | |

This Agreement sets forth the specific terms and conditions under which IKON agrees to sell the specific products identified on a Sales Order (defined below) entered into hereunder ("Products") and/or provide maintenance services for the specific items of equipment identified on a Service Order (defined below) entered into hereunder ("Services") to Customer from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Sales Order or Service Order placed and accepted prior to such termination.

**The following terms shall apply to all Service transactions:**

1. Services. (a) In order to obtain Services from IKON hereunder, Customer will either (i) execute a Service Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "Service Order"). Each Service Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such order. IKON will not be responsible to provide services for equipment, for terms or locations not identified on the Service Order accepted by IKON.

(b) As part of its Services, IKON will repair or replace in accordance with the terms and conditions of this Agreement any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of IKON.

(c) The Services provided by IKON under a Service Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) repairs made necessary by service performed by persons other than IKON representatives; (iii) service calls or work which the Customer requests to be performed outside of regular IKON business hours (unless covered under an extended hour service contract) and Service calls or work which the Customer requests to be performed on IKON holidays; (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (v) consumable supplies such as paper or staples, unless expressly provided for in the Service Order; (vi) repairs and/or service calls resulting from attachments not purchased from IKON; (vii) any software, system support or related connectivity unless specified in writing by IKON; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; and (x) installation or de-installation and/or movement of the serviced equipment from one location to another unless specified in writing by IKON. Damage to serviced equipment or parts arising from causes beyond the control of IKON are not covered by this Agreement or any Service Order. IKON may terminate its Service obligations under this Agreement and/or any Service Order with respect to any item of serviced equipment that has been modified, damaged, altered or serviced by personnel other than those employed by IKON. Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Service Charges.

2. Service Calls. Service calls will be made during normal business hours at the installation address shown on the applicable Service Order. Service does not include coverage on IKON holidays. Travel and labor-time for the service calls after normal hours, on weekends and on holidays, if and when available and only in the event and to the extent that IKON agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. IKON representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer shall hold IKON and its employees and representatives harmless from and against damages to any unauthorized parts, components or accessories as well as any claims arising therefrom.

3. **Reconditioning**. Reconditioning and similar major overhauls may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Service Order. If IKON determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the serviced equipment in working condition, IKON will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under the applicable Service Order).

4. **Term**. Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

5. **Service Charges**. (a) Service charges ("Service Charges"), will be set forth on the Service Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent IKON has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the serviced equipment from the location indicated on the applicable Service Order may result in an increase of Service Charges or the termination of the applicable Service Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to this Agreement and/or any Service Order, excluding taxes on the income of IKON. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent IKON pays such costs, Customer shall immediately reimburse IKON.

(b) Service Charges are based on standard 8.5x11 images. IKON reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the contract. Unless otherwise expressly agreed to in writing, if the term of any Service Order exceeds 12 months, the Periodic Service Charges and the Cost of Additional Images may be increased by IKON up to 10% annually for each year beyond the initial 12-month period, and Customer expressly consents to such adjustment without additional notice.

6. **Default**. If Customer does not pay all Service Charges or other charges owing under this Agreement or any Service Order promptly when due, IKON may (i) refuse to further service the serviced equipment until such default is fully cured, or (ii) furnish Service on a C.O. D. "Per Call" basis at IKON's then-prevailing rates, at the time of Service. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of any Service Order or any renewal thereof. If Customer defaults in its obligations hereunder, IKON may, in addition to any other remedies available at law or equity, require Customer to immediately pay to IKON all past due payments under all Service Orders, and the early termination fee described in Section 10 below.

7. **Use Of Recommended Supplies; Meter Readings**. (a) If the Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the serviced equipment or cause abnormally frequent service calls or service problems, then IKON may, at its option, assess a surcharge or terminate the applicable Service Order with respect to such items of serviced equipment. If so terminated, Customer will be offered service on a "Per Call" basis at IKON's then-prevailing rates. It is not a condition of this Agreement that the Customer use only IKON-provided supplies.

(b) If IKON determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by IKON, Customer will pay reasonable charges for those excess supplies and/or IKON may refuse additional supply shipments. Customer agrees to provide IKON true and accurate meter readings monthly and in any reasonable manner requested by IKON, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, IKON reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that IKON may place automatic meter reading units on imaging devices, embedded or otherwise, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis, service calls and toner alerts. IKON agrees that such units will be used by IKON solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

8. **Basic Connectivity Services**. If any software, system support or related connectivity services are specifically set forth on a Service Order and accepted by IKON, IKON shall provide any such services at the Customer location set forth in the Services Order, as applicable, or on a remote basis. Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform such services. Customer acknowledges that IKON's performance of any such services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Service Order, as applicable. Unless connectivity services are specifically identified in the Service Order as part of the services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

9. **Customer Obligations**. Customer agrees to provide a proper place for the use of the serviced equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by IKON representatives in connection with the Service of the serviced equipment hereunder within a reasonable distance of the serviced equipment. Customer agrees to provide "360 degree" service access to the serviced equipment. Customer will provide a key operator for the serviced equipment and will make operators available for instruction in use and care of the serviced equipment. Unless otherwise agreed upon by IKON in writing or designated in the applicable Service Order, all supplies for use with the serviced equipment will be provided by the Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

10. **Early Termination**. Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not then in default and provides IKON at least thirty (30) days prior written notice. For each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee ("Termination Fee"): (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the "Monthly Service Charge" (as defined below) payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the Monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the Monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, the Termination Fee shall be equal to the lesser of 6 times the base Monthly Service Charge or the number of months remaining under the initial term of such Service Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service charge set forth in the applicable Service Order; or (ii) in the event the Service order does not contain a base monthly Service charge, the average monthly Service Order charges for the 6-month period prior to the date of Customer's termination. If such termination date occurs less than 6 months after the effective date of the Service Order, the Monthly Service charge will be equal to the average monthly Service order charges for the number of months the Service Order was in effect.

11. **Insurance**. At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following insurance coverages: (a) Each party shall maintain Workers' Compensation Insurance for all such party's employees, including coverage under the applicable State and Federal Laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar Workers' Compensation coverage. (b) Each party shall maintain Employer's Liability Insurance, typically coverage B of the Workers' Compensation policy, with limits of a minimum of: (i) $1,000,000 for each accident for bodily injury by accident, (ii) $1,000,000 for bodily injury by disease, and (iii) $1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Each party shall maintain General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: $1,000,000 per occurrence for bodily injury and property damage and (ii) $2,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance.

**The following terms shall apply to all Product sale transactions:**

12. **Order, Delivery and Acceptance**. In order to purchase Products from IKON hereunder, Customer will either (i) execute a Sales Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "**Sales Order**"). Each Sales Order must identify the Products, the Product delivery location and the applicable Product charges for such order. IKON will not be obligated to sell or deliver Products for which such information is not provided in a Sales Order accepted by IKON. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by this Agreement when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Orders shall not be cancelable by the Customer following acceptance by IKON. IKON reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by IKON. IKON reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

13. **Returns; Damaged Products**. No Products may be returned without IKON's prior written consent. Only consumable goods invoiced within sixty days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to 30% of the purchase price. Merchandise returned without written authorization may not be accepted at the receiving dock and is the sole responsibility of the Customer. All non saleable merchandise (that has been opened or partially used) will be deducted from any credit due to the Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to IKON within five days after receipt of Products.

**The following terms shall apply to the IKON PlusPak Program:**

14. IKON PlusPak Program. For eligible equipment (as determined by IKON from time to time), Customer may elect to obtain Services by participating in the IKON PlusPak Program. To participate, Customer must purchase an IKON PlusPak for the desired item of equipment by executing either a Sales Order or a Service Order indicating a PlusPak purchase and the specific item of eligible equipment for which coverage is desired. Participation in the PlusPak Program shall commence following payment for the PlusPak and entitles Customer to receive (a) one (1) toner cartridge for the item of equipment covered by the PlusPak, and (b) Services for such item of equipment until PlusPak coverage terminates. Participation in the PlusPak program is voluntary and Customer may terminate PlusPak coverage at any time upon thirty (30) days prior written notice to IKON. PlusPak coverage shall terminate automatically upon the first to occur of (x) consumption of the PlusPak toner cartridge, (y) purchase by Customer of a non-PlusPak toner cartridge, or (z) three (3) years from the date of PlusPak purchase. By participating in the PlusPak Program, Customer acknowledges and agrees that IKON shall have no obligation to provide Service or refund PlusPak payments following termination of PlusPak coverage for any reason. In order to obtain Service following termination of coverage, Customer may purchase additional PlusPaks, or purchase Services on a time-and-materials basis at IKON's then-prevailing rates and in accordance with the terms and conditions of this Agreement. PlusPak purchase prices are non-refundable and are due and payable following delivery of PlusPak consumables. All of the terms and conditions of this Agreement shall apply to PlusPak transactions, excluding those set forth in Sections 4, 5b, 7b and 10b. In the event of a conflict between the terms and conditions of this Section and those set forth in any other Section of this Agreement, the terms and conditions of this Section shall control.

**The following terms shall apply to all transactions:**

15. Warranty. IKON agrees to perform its Services in a professional manner, consistent with applicable industry standards. IKON is not the manufacturer of any of the Products. However, in connection with any Product sale, IKON shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IKON DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IKON SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. IKON'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER ANY SALES ORDER OR SERVICE ORDER, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO IKON THEREUNDER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the supplier of the Software ("Software Supplier"). IKON has no right, title or interest in any Software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

16. Ricoh Desktop Printer Warranty. Any Services under this Agreement for Ricoh Desktop Printers (which may, in some circumstances, be identified by the designation "[DS]" on the Service Order) are provided exclusively under the terms of the One (1) Year Manufacturer's Warranty provided with such Ricoh Desktop Printers and are subject to the terms and conditions set forth therein.

17. Payment; Risk of Loss; Taxes. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay IKON a late charge of 1.5% per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay IKON all costs and expenses of collection, or in the enforcement of IKON's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by IKON to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of IKON.

18. Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of IKON. Any such attempted assignment or delegation shall be void. IKON shall not be liable for failure to deliver or delays in delivery or Products or Services occasioned by causes beyond IKON's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of IKON's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations or other causes beyond IKON's control.

## Blanca Mayorga

**From:** Maria Medina [maria.medina@auditor.co.hidalgo.tx.us]
**Sent:** Tuesday, April 24, 2012 8:37 AM
**To:** blanca.mayorga
**Cc:** 'Linda Fong'; arcy.duran@auditor.co.hidalgo.tx.us
**Subject:** FW: STX Hidalgo County

**Importance:** High

Please read below, email from IKON's Lynn Shelley. Thank you for placing this on next week's agenda.

**From:** Maria Medina [mailto:maria.medina@auditor.co.hidalgo.tx.us]
**Sent:** Wednesday, April 18, 2012 10:04 AM
**To:** blanca.mayorga (blanca.mayorga@co.hidalgo.tx.us)
**Cc:** 'arcy.duran@auditor.co.hidalgo.tx.us'; 'Linda Fong'
**Subject:** FW: STX Hidalgo County
**Importance:** High

Regarding the item placed in CCT on 1-17-2012, AI-30335, the items listed on the Letter of Concerns have been addressed and taken care of. Please place this item on the agenda for this Tuesday (4-24-2012) for approval by CCT and so that we can pay it before it goes to a credit agency at the end of the month.

Thank you for your promptness in this matter. Also, please read the back-up below.

**From:** Lynn.Shelley@ricoh-usa.com [mailto:Lynn.Shelley@ricoh-usa.com]
**Sent:** Tuesday, April 17, 2012 4:02 PM
**To:** maria.medina@auditor.co.hidalgo.tx.us
**Subject:** Fw: STX Hidalgo County
**Importance:** High

Hi Susie,

I called and reached your voice mail this afternoon. I was calling about payment of invoice # 5021492706 which is now 142 days past due.

Below is the formal response from Rosie Salinas sent to you on 01/20/2012 regarding the concerns you had.

1 - There is no Exhibit A for your specific contract

2. The insurance information is listed on page 3 # 11 of the Maintenance Contract

3. To change the Net terms would require approval from our credit department -if the reason you are requesting this is to avoid late fees, we do not charge late fees on the Maintenance Contract. Ikon Financial charges late fees on the lease of the equipment, but we don't.

Please advise if there is anything else you will need in order to have the invoice approval for payment. We need this resolved immediately.

Thanks and have a great evening.

**Lynne Shelley**

Associate - Accounts Receivable

**RICOH USA, INC.**
Macon, Ga. 31210
Phone: 800-929-3066 X8055
Fax: 478-238-2953
E-mail: Lynn.Shelley@Ricoh-Usa.com
www.ricoh-usa.com

RICOH
imagine change.

----- Forwarded by Lynn Shelley/GA/RCUS on 04/17/2012 04:50 PM -----

From: ROSIE Salinas/TX/RCUS
To: Lynn Shelley/GA/RCUS@RCUS
Date: 04/17/2012 04:18 PM
Subject: STX Hidalgo County

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----- Forwarded by ROSIE Salinas/TX/RCUS on 04/17/2012 03:17 PM -----

From: ROSIE Salinas/TX/RCUS
To: "Maria Medina" <maria.medina@auditor.co.hidalgo.tx.us>
Date: 01/20/2012 01:51 PM
Subject: Re:

---

Hello Maria,
The information listed on the Sales / Service that states Exhibit A is not for your type of machine. Page 3 number 11, the insurance is writing in the agreement. The customers signs and IKON / Ricoh signs saying we agree to the terms. For the Net Payment, I can not approve so I will take it to the area for approval. I will let you know when it's reviewed.

Thank you,

**Rosie Salinas**
Lead Specialist
**RICOH USA**
820 Gears Rd
Houston TX 77067
Toll Free: (888) 456-6457 x-40216
Fax: 832-348-2767
E-mail address: rosie.salinas@ricoh-usa.com

From: "Maria Medina" <maria.medina@auditor.co.hidalgo.tx.us>
To: <rosie.salinas@ricoh-usa.com>
Date: 01/20/2012 01:17 PM
Subject:

## Blanca Mayorga

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Thursday, April 26, 2012 3:43 PM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** 'Blanca Mayorga'; 'Matilde Faz'; 'Tanya.Delira'; 'Darlene Betancourt'
**Subject:** FW: Agenda Item #AI-32098
**Attachments:** LettersOfConcerns2.pdf; agreement.pdf; Email.pdf; LetterOfConcerns1.pdf; Terms and Conditions (1.20 MB)

**Importance:** High

Ms. Josephine:
Need your help to clarify an issue raised by Auditor on a contract for the Auditors Office. They submitted this item on CC agenda of 1-17-2012. The concern letter requests NO ACTION due to several issues. CC agreed to take no action. The issues cited were addressed to vendor. Vendor responds to concerns via e-mail. Please keep in mind that agreement in question was not sent to legal counsel for review and comment as to form due to cited issues. However, now that vendor has responded via e-mail (attached), the Auditor says that the e-mail suffices to comply with "concerns" and no further modification by vendor is necessary. I asked Ms. Fong, that although it appears she (Auditor's Office) are satisfied with response by vendor, shouldn't the e-mail be referenced in the contract as an attachment. In addition, vendor says the 30 days issues can be resolved by using the PO (terms and conditions printed on back) as the "controlling document". But the PO terms and conditions do not address the 30 day issue. So how do we resolve this? Let me know. By the way, I did ask Ms. Fong that (given the same circumstances for another department with IKON) would they (Auditor) agree to the this situation as complete compliance with "concerns" as they are? She did not think they would find it acceptable. I reminder her that I stated (given the exact same circumstances). Ms. Fong was very hesitant to agree. I only bring up the point because week after week we are asking vendors to modify their documents.
Marty

---

**From:** Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]
**Sent:** Thursday, April 26, 2012 2:59 PM
**To:** 'Martha Salazar'
**Subject:** Agenda Item #AI-32098

**Ms. Marty,**

**Please forward for legal review.**

**Thanks,**

**Blanca E. Mayorga, Purchase Order Specialist**
**2802 S. Business Highway 281**
**Edinburg, Texas 78539**
**Phone: (956)318-2626 Ext 4869**
**Fax: (956)292-7612**
**blanca.mayorga@co.hidalgo.tx.us**

**AI-32090** **12. E.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current contract for "Testing System and Related Supplies," under the same rates, terms, and conditions with Stanbio Laboratory.

BACKGROUND

C-10-071-05-03

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-441-00-340-003-0-604

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

BUDGETARY IMPACT:

Funding available as of 4-26-12

## Attachments

Extension Letter

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/26/2012 01:06 PM |
| Budget & Management | Merlen P. Munoz | 04/26/2012 01:52 PM |
| Manuel Chapa | Manuel Chapa | 04/26/2012 03:38 PM |
| Auditor's Office | Angela Garcia | 04/27/2012 04:29 PM |

Form Started By: Rocio Villarreal Started On: 04/25/2012 03:46 PM

Final Approval Date: 04/27/2012

# PURCHASING DEPARTMENT
## County Of Hidalgo

**April 25, 2012**

**Stanbio Laboratory**
**Patricia Breheny, Public Health Manager**
**1261 N. Main Street**
**Boerne, TX 78006**

**Via-Facsimile (830) 249-0851**
**Via-mail: pbreheny@stanbio.com**

**Re:** Extension of Agreement-C-10-071-05-03-Testing System and Related Supplies-Hidalgo CountyHealth and Human Services

Dear Ms. Breheny:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of May 1, 2012, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Friday, April 27,2012,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

In addition, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

Client#: 88136 25STANLAB1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2011

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
BBVA Compass Ins. Agency, Inc.
7550 IH-10 West, Suite 700
San Antonio, TX 78229-5820
210 366-0671

RECEIVED
MAY 24 2011
BY

CONTACT NAME:
PHONE (A/C, No, Ext): 210 366-0671 FAX (A/C, No): 2105242087
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Stanbio Laboratory, LP
1261 N. Main St.
Boerne, TX 78006

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : FEDERAL INSURANCE COMPANY | 20281 |
| INSURER B : Texas Mutual Insurance Company | 22945 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | 35786026 | 05/15/2011 | 05/15/2012 | EACH OCCURRENCE | $1,000,000 |
| A | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | [X] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $10,000 |
| | [X] BI/PD DED: $10,000 | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | 35786027 | 05/15/2011 | 05/15/2012 | PRODUCTS - COMP/OP AGG | $5,000,000 |
| | [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 99486395 | 05/15/2011 | 05/15/2012 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | [X] HIRED AUTOS | | | | | | | $ |
| | [X] NON-OWNED AUTOS | | | | | | | $ |
| A | [X] UMBRELLA LIAB [ ] OCCUR | | | 79812469 | 05/15/2011 | 05/15/2012 | EACH OCCURRENCE | $4,000,000 |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $4,000,000 |
| | [ ] DEDUCTIBLE | | | | | | | $ |
| | [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | TSF0001224217 | 05/15/2011 | 05/15/2012 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L Salazar, CPPB,
Purchasing Agent
2802 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

Jane Carlisle

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**REQUIREMENTS AGREEMENT**
**C-10-071-05-03**

THIS AGREEMENT (the "Agreement") is entered into effective as of the 2nd day of **May, 2010** by and between **Stanbio Laboratory, LP** ("Seller") and **Hidalgo County Health and Human Services in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Testing System and Related Supplies on an "**As Needed Basis**" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of two year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Health and Human Services projects for a period of two year, with the County's option for an additional one (1) year term. This Contract shall be for a period beginning **May 3, 2010** and ending on **May 2, 2012** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" and Exhibit "B-1". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as

to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

| | |
|---|---|
| If to Buyer: | Hidalgo County<br>Attention: County Judge<br>100 E. Cano, 2nd Floor<br>Edinburg, Texas 78539 |
| If to Seller: | Stanbio Laboratory<br>Patricia Breheny, Public Health Manager<br>1261 N. Main Street<br>Boerne, TX 78006 |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites

States mail.

f. **Termination.** This Agreement may be terminated by County without cause on thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

n. **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).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

**COUNTY OF HIDALGO**

By: _____
Rene Ramirez, County Judge

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

**COMPANY:**

Sign Here

By: _____
Printed Name: S. GREGORY FISHER
Title: VICE PRESIDENT, SALES
5/18/2010

APPROVED AS TO FORM:
Atlas & Hall LLP

_____
Steve L Crain

# EXHIBIT "A"

# REQUEST FOR BID (RFB)

# PROCUREMENT PACKET

# PURCHASING DEPARTMENT
County Of Hidalgo

March 22, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY HEALTH AND HUMAN SERVICE S DEPARTMENT**
Request for Bids -**"TESTING SYSTEM AND RELATED SUPPLIES"**
**Bid No: 2010-071-04-07-SGS**

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

# PURCHASING DEPARTMENT
County Of Hidalgo

## REQUEST FOR BIDS (RFB) CHECKLIST

## HIDALGO COUNTY
## HEALTH AND HUMAN SERVICES DEPARTMENT
## "TESTING SYSTEM AND RELATED SUPPLIES"
## RFB NO: 2010-071-04-07-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Draft Service Agreement consisting of 9 pages
9. Certification Regarding Debarment, consisting of 2 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

03/22/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

| Bid No: 2010-071-04-07 | Buyer: Sandy Suarez | Tel. No: (956) 318-2626 x 4860 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

## "TESTING SYSTEM AND RELATED SUPPLIES"
## BID OPENING DATE:
## APRIL 07, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-071-04-07-SGS- HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT - TESTING SYSTEM AND RELATED SUPPLIES "**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, APRIL 07, 2010.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2010-071-04-07-SGS- HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination.(vendor pays all shipping cost an remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Attn: Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health And Human Services
1304 S. 25th Street
Edinburg, TX. 78539
(956)383-6221

17. Schedule of Events:

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **APRIL 07, 2010** |
| Award of Contract | _____, 2010 |
| Commence Work or Deliver Products | _____, 2010 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;
. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**
**"TESTING SYSTEM AND RELATED SUPPLIES"**
**BID NO.: 2010-071-04-07-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

## HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
## "Testing Systems and Related Supplies"
## SPECIFICATIONS/REQUIREMENTS
## Bid No. 2010-071-04-07-SGS

Hidalgo County Health and Human Services Department is accepting bids from vendors selling **original equipment from manufacturers**. All items will be on an "**As Needed Basis**" only. For any interested Bidders, a **Pre-Bid Conference** will take place on **March 26, 2010 at 2:00 P.M.** at 2802 S. Bus. Hwy 281, Edinburg, Texas. (New Administration Building).

**Specifications/Requirements:**
The specifications/requirements goods contract FOB: Edinburg will encompass all testing systems and related supplies to Hidalgo County Health and Human Services Department including, but not limited to, the following:

A.) Analyzers must come with the following: Power adapter
**Optional item**:-one (1) instrument-specific Control Cuvette for daily Q/C.

B.) One (1) full years warranty (excluding replacement of lost Control Cuvette)

C.) Free loaner instrument sent to you, if your instrument is in for service, and staff in- servicing.

D.) All purchases of products will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.

E.) Stock the necessary products, or be able to provide said items within 24 hours.

F.) Vendor must list those items which cannot be supplied to County within 24 hours, usually non-stock items which involve having to charge (if any) shipping costs to deliver within 24 hours during emergency.

G.) Providing original manufacturer items.

H.) Microcuvettes must be delivered within five (5) days maximum from the date order is placed and be compatible with the HemoPoint H2, HemoCue HB 201t-Hemoglobin Test Systems or comparable testing systems, which are utilized in all WIC and County Health clinic sites.

I.) Provide initial training and any on going support at no charge to the County throughout the term of the contract.

**REQUIRED ITEMS:**
The following are the minimum requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected. Approximately 18 meters will be needed and will be replaced if/and when there is an upgrade. Anticipated annual amount of tests needed, will be between 35-40 boxes of 200ct. each.

A.) Hemoglobin Analyzer (photo meter)
Must have a measurement range of: 0 – 23.5 g/dL
Have an internal electronic self-test that automatically verifies the calibration of the analyzer every time the unit is turned on, and every two hours of operation.
Use a sample volume of 10 uL.
Be capable of using capillary, venous or arterial blood.
Have an accuracy of 99% (as determined versus the ICSH reference method).
Use a double-wave length method (I.E., 570 and 880 NM) to correct for interferences due to Lipemia, Leukocytossis and other sources of turbidity.
Have internal batteries, if not, must provide batteries for the term of contract at no additional cost to the County.
Have an operating temperature range of at least 59-86 degrees Fahrenheit.
Be pre-calibrated and not require user calibration when new lots of reagents or microcuvettes are put into use.
Be part of a test system (analyzer, cuvettes, controls, reagents) that has been approved as a waived test by the center for Medicare and Medicaid (CMS) under the Clinical Laboratory Improvement Amendments (CLIA).
The Hemoglobin analyzers must meet CLIA standards for use under a waived certificate. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.
Hemoglobin testing system covered under guarantee performance policy.
**Optional item:** Control cuvette.

B.) Hemoglobin Microcuvettes (tests) 100-200 ct:
Must be a plastic sampling device containing reagents: sodium desoxycholate, sodium azide and sodium nitrate.
Open vials to have a shelf life of approximately 90 days and unopened vials to have a shelf life of approximately two (2) years.
Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)
Must be compatible with the HemoPoint H2, HemoCue HB 201t-Hemoglobin Test Systems or comparable testing machines.

**TERMS AND CONDITIONS:**

1.) The term of the requirements contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) County will seek purchases from state awarded vendors whenever it is, in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight 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 of such item.

5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) 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.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

11.) Have been in business for at least two years.

12.) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

## MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, March 30, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Thursday, April 01, 2010 by 5:00 P.M.**

# EXHIBIT "B"
## HIDALGO COUNTY
## HEALTH AND HUMAN SERVICES DEPARTMENT
## "TESTING SYSTEM AND RELATED SUPPLIES"
## BID NO.: 2010-071-04-07-SGS

## BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for a Testing System and Related Supplies as requested, but not limited to, in the Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions described for the following items: **FOB: Edinburg, TX.**

1.) Hemoglobin Analyzer (photo meter) Price at: $ _____

2.) Hemoglobin Microcuvettes (tests) 100 ct..... Price at: $ _____ Box of: 100 pieces
200 ct..... Price at: $ _____ Box of: 200 pieces

**3.) Optional Item**-Control Cuvette (With-calibrator) Price at: $_____
(Without-calibrator) Price at: $ _____

*(Microcuvettes must be compatible with the HemoPoint H2, HemoCue HB 201t -Hemoglobin Test Systems or comparable testing machines that are utilized in all WIC and County Health clinic sites)*

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

***(Must be submitted with Bid Packet)***

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

**INSURERS AFFORDING COVERAGE**

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT.<br>☐ OWNER'S PROTECTIVE LIABILITY<br>☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE $<br>FIRE DAMAGE (Any one fire) $<br>MED EXP (Any one person) $<br>PERSONAL & ADV INJURY $<br>GENERAL AGGREGATE $<br>PRODUCTS – COMP/OP AGG $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) $<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE (Per accident) $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY: EA ACCIDENT $<br>OTHER THAN AUTO ONLY: EA ACC $<br>AGG $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE $<br>AGGREGATE $<br>$<br>$<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- TORY LIMITS ☐ OTHER<br>E.L. EACH ACCIDENT $<br>E.L. DISEASE - EA EMPLOYEE $<br>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 Commissioner's 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 Commissioner's 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.**<br>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).<br>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.<br>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**<br>Date received |

**1** **Name of person who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

*(Copy of receipt and this form must be submitted with bid)*

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or e-mail: purchasing@co.hidalgo.tx.us**

| |
|---|
| **Company Name:** **Telephone No. ( )** |
| **dba Name:** |
| **Legal Name:** |
| **Mailing Address :** **Fax No. ( )** |
| **Physical Address:** |
| **City, State, Zip** **Tax I.D. No.** |
| **Remit to Address :** **City, State, Zip** |
| **E-Mail Address:** |
| **Representative(s) Name(s) & Title(s)** |
| **Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** |
| **State of Incorporation:** _____ **Date:**_____ **Other:** |
| **Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** |
| **Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:** |
| **Small and/or Disadvantaged Business Information (check application criteria)** **Small Business:**_____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other |
| **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No |
| **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No |
| **What type of product(s) is/are solicited by your company?:** |
| **Would you like to be provided with specifications for procurements of such products?:** Yes No |
| **To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):** |
| **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** |

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
___ ___ ___ - ___ ___ - ___ ___ ___ ___

**or**

**Employer identification number**
___ ___ - ___ ___ ___ ___ ___ ___ ___

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"

# REQUEST FOR BID

# BID PAGE

# EXHIBIT "B"
## HIDALGO COUNTY
## HEALTH AND HUMAN SERVICES DEPARTMENT
## "TESTING SYSTEM AND RELATED SUPPLIES"
## BID NO.: 2010-071-04-07-SGS

## BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for a Testing System and Related Supplies as requested, but not limited to, in the Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions described for the following items: **FOB: Edinburg, TX.**

1.) Hemoglobin Analyzer (photo meter) Price at: $ 400.00

See Attached for Pricing

2.) Hemoglobin Microcuvettes (tests) 100 ct..... Price at: $ _____ Box of: 100 pieces
200 ct..... Price at: $ _____ Box of: 200 pieces

3.) **Optional Item**-Control Cuvette (With-calibrator) Price at: $ 0.00
(Without-calibrator) Price at: $ 0.00

4.) List all warranties for Hemoglobin Analyers See Attached

*(Microcuvettes must be compatible with the HemoPoint H2, HemoCue HB 201t -Hemoglobin Test Systems or comparable testing machines that are utilized in all WIC and County Health clinic sites)*

BIDDER/COMPANY NAME: Stanbio Laboratory
ADDRESS: 1261 N. Main St.
CITY/STATE/ZIP CODE: Boerne, Texas 78006
PHONE & FAX NUMBER: 866-786-6246 / 830-249-0851
E-MAIL ADDRESS: Pbrehery@stanbio.com
CELLULAR NUMBER: 210-601-5252
AUTHORIZED SIGNATURE: Pat Brehery
PRINTED NAME: PAT BREHERY
TITLE: Public Health Manager
DATE: 4-5-10

OPENED
9:52am
APR 07 2010
Witnessed

*(Must be submitted with Bid Packet)*

Hildago County Health and Human Services Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
Stanbio Laboratory is willing to provide the following:

**Year 1 Pricing:**

| Product Number | Description | List Price | Proposed Price | Quantity | Total Price |
|---|---|---|---|---|---|
| 3015-200 | HemoPoint H2 n-x-t Microcuvettes | $295.00/box | $164.00/box for Year 1 | 35 | $5,740.00 |
| 3015-100 | HemoPoint H2 n-x-t Microcuvettes | $153.00/box | $82.00/box | N/A | N/A |
| 1 Year Warranty | Warranty on HemoPoint H2 Analyzer (provides for replacement of meters that are determined to be defective) | $325/year/meter | $0.00/each | 18 | $0.00 |

**Year 2 and Optional 3rd Year Pricing:**

| Product Number | Description | List Price | Proposed Price | Quantity | Total Price |
|---|---|---|---|---|---|
| 3015-200 | HemoPoint H2 n-x-t Microcuvettes | $295.00/box | $160.00/box Year 2 and optional 3rd year | 35 | $5,740.00 $5,600.00 |
| 3015-100 | HemoPoint H2 n-x-t Microcuvettes | $153.00/box | $80.00/box Year 2 and optional 3rd year | N/A | N/A |

**Orders received at orders@stanbio.com or 830.249.0851—Normal Business Hours, 8:00am-5:00pm CST.**

OPENED
9:52am
APR 07 2010
Witnessed

## Rocio Villarreal

**From:** Susan Bagwell [SBagwell@stanbio.com]
**Sent:** Monday, June 07, 2010 11:03 AM
**To:** rocio.villarreal@co.hidalgo.tx.us
**Cc:** Pat Breheny
**Subject:** C-10-071-05-03 - Testing System and Related Supplies for Hidalgo County

Rocio Villarreal
Hidalgo County Purchasing Dept
Contracts Manager

As you requested – we are sending an amendment notice to the attachment sheet of the Bid Page for Exhibit "B", "Section Year 2 and Optional 3rd Year Pricing" to correct Total Price: Should read "$5,600.00".

Please advise if this is sufficient for your needs.

Sincerely,

Susan
**Susan Bagwell**
*Customer Care Specialist*
Tel: 866.782.6246 ext. 133
Email: sbagwell@stanbio.com

Stanbio Laboratory • 1261 North Main Street • Boerne, TX, USA 78006
Tel: 830.249.0772 • Fax: 830.249.0851 • Web: www.stanbio.com

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# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

Client#: 88136 25STANLAB1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/01/2010

PRODUCER
BBVA Compass Ins. Agency, Inc.
7550 IH-10 West, Suite 700
San Antonio, TX 78229-5820
210 366-0671

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Stanbio Laboratory, Inc.
1261 N. Main St.
Boerne, TX 78006

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FEDERAL INSURANCE COMPANY | 20281 |
| INSURER B: HARTFORD INSURANCE GROUP | 00914 |
| INSURER C: HARTFORD UNDERWRITERS INS CO. | 30104 |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | X | GENERAL LIABILITY | 35786026 | 05/15/09 | 05/15/10 | EACH OCCURRENCE | $1,000,000 |
| | | X COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | | X CLAIMS MADE X OCCUR | | | | MED EXP (Any one person) | $10,000 |
| | | X BI/PD Ded:10,000 | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | GENERAL AGGREGATE | $2,000,000 |
| A | | GEN'L AGGREGATE LIMIT APPLIES PER: | 35786027 | 05/15/09 | 05/15/10 | PRODUCTS - COMP/OP AGG | $5,000,000 |
| | | X POLICY PRO-JECT LOC | | | | | |
| B | | AUTOMOBILE LIABILITY | 65UECZQ2443 | 05/23/09 | 05/23/10 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| C | | X ANY AUTO | 65UECZQ2442 | 05/23/09 | 05/23/10 | | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | SCHEDULED AUTOS | | | | | |
| | | X HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | X NON-OWNED AUTOS | | | | | |
| | | X UNINSURED | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| A | | EXCESS/UMBRELLA LIABILITY | 79812469 | 05/15/09 | 05/15/10 | EACH OCCURRENCE | $4,000,000 |
| | | X OCCUR CLAIMS MADE | | | | AGGREGATE | $4,000,000 |
| | | | | | | | $ |
| | | DEDUCTIBLE | | | | | $ |
| | | X RETENTION $ 10,000 | | | | | $ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 65WEJO2234 | 05/15/09 | 05/15/10 | WC STATU-TORY LIMITS OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Hidalgo County is Additional Insured on General Liability as required by contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L Salazar, CPPB,
Purchasing Agent
2802 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
James Carlisle


© ACORD CORPORATION 1988

**AI-32081** **12. F.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Requesting approval of payment for various invoices as submitted by HALFF ASSOCIATES, INC., subject to County Auditor's review and processing procedures with authority for County Treasurer to issue payment in connecton to contract #C-10-340-10-19 for: Building Repairs, Alterations and/or Renovations to County Owned Buildings" (on an as needed basis) for projects within Hidalgo County Precinct Number 4, for project as set forth below:

1. PROJECT: "Courthouse Life Safety-Fire Suppression System"-WA#2-(PO# 662524)
   a. Inv#M159198 - $ 6,817.00- January 2012
   b. Inv#M160122 - $ 9,839.50- February 2012
   c. Inv#M161058 - $ 9.600.00- March 2012

BACKGROUND

Inv#s M159198, M160122 & M161058-Halff Associates (Crthouse Life Safety)
WA#2 - Contract #C-10-340-10-19

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

PO #662524 for Halff Assoc., Inc.

| | |
|---|---|
| Amount available as of 4-27-12 | $105,864.00 |
| Less Inv. #M159198, M160122, & M161058 | ($26,256.50), pending CC approval |
| Amount o/s to be paid | $79,607.50 |

## Attachments

Inv#s M159198, M160122 & M161058-Halff Assoc

WA#2-C-10-340-10-19-Halff Assoc

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/26/2012 01:06 PM |
| Budget & Management | Merlen P. Munoz | 04/26/2012 01:50 PM |
| Ivan Cantu | Ivan Cantu | 04/27/2012 10:04 AM |
| Auditor's Office | Angela Garcia | 04/27/2012 04:29 PM |

Form Started By: Letty Saenz Started On: 04/25/2012 02:34 PM

Final Approval Date: 04/27/2012

2-1100-415-00-115-002-0-334
PO# 662524

INVOICE RECEIVED BY: CB ON 3/2/12
GOODS/SERVICES RECEIVED BY: CB ON thru 1/15/2012

# INVOICE
# HALFF

ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

HIDALGO COUNTY BUDGET OFFICE
2012 FEB 31 AM 10 57
March 2


**REMITTANCE ADDRESS:**
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com


**Hidalgo County Commissioner's Court**
**2818 South Business 281**
**Hidalgo County Budget and Management Division**
**Edinburg, TX 78539**

**Attention: Mr. Sergio Curz**

**Invoice Date:** 1/25/2012
**Invoice #:** M159198
**Project:** 28237
**Invoice Group:** L2
**Client Code** HIDAL5
#1

**Project Name: Hidalgo Co Precinct #4/ Building Repairs**
**For Professional Services Rendered through: 01/15/2012**
**Re: Engineering Services**
**Hidalgo County -Courthouse Life Safety**
**Edinburg, Tx** #2
**Project Name: Courthouse Life Safety**
**Work Authorization #: 2**

**Contract Number: C-10-340-10-19**
**P. O. #: 662524**

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

| | Contracted Rate Total ($) | | Previous Amount | % completed | Current Amount | Total Fee Remaining |
|---|---|---|---|---|---|---|
| Task # | Task / Scope | Budget | | | | |
| A1 | Survey for Design | $5,000.00 | $5,000.00 | 100% | $ - | $0.00 |
| A2 | Civil Engineering | $2,000.00 | $0.00 | 0% | $ - | $2,000.00 |
| A3 | Building Envelop and Interiors | $19,000.00 | $1,900.00 | 20% | $ 1,900.00 | $15,200.00 |
| A4 | Structural Engineering | $2,000.00 | $0.00 | 0% | $ - | $2,000.00 |
| A5 | Electrical Engineering | $15,000.00 | $0.00 | 0% | $ - | $15,000.00 |
| A6 | Life Safety Improvements | $39,840.00 | $9,732.00 | 24% | $ - | $30,108.00 |
| A7 | Asbestos - Site Survey | $16,390.00 | $9,834.00 | 90% | $ 4,917.00 | $1,639.00 |
| A8 | Asbestos - Design and Monitoring | $16,600.00 | $0.00 | 0% | $ - | $16,600.00 |
| A9 | Project Specs and Bid Docs | $4,500.00 | $0.00 | 0% | $ - | $4,500.00 |
| | | $120,330.00 | $26,466.00 | | $6,817.00 | $87,047.00 |
| B1 | Bid Phase Services | | | | | |
| | **Bid Phase Sub-Total (Hours)** | | | | | |
| | **Design Phase Sub-Total ($)** | $3,000.00 | $0.00 | 0% | $ - | $3,000.00 |
| | | | | | | |
| C1 | Construction Phase Services | | | | | |
| | **Construction Phase Sub-Total (Hours)** | | | | | |
| | **Design Phase Sub-Total ($)** | $9,000.00 | $0.00 | 0% | $ - | $9,000.00 |
| | Contracted Rate | | | | | |
| | | | | | | |
| | **TOTAL LABOR COSTS** | $92,490.00 | $16,734.00 | 0% | $6,817.00 | $68,939.00 |
| | **TOTAL EXPENSES** | $39,840.00 | $9,732.00 | 0% | $ - | $ 30,108.00 |
| | **TOTAL LABOR PLUS EXPENSES** | **$132,330.00** | **$26,466.00** | **25%** | **$6,817.00** | **$99,047.00** |

**Total Fee Earned to Date:** $33,283.00
**Less Previous Billings:** $26,466.00
**Amount Due this Invoice:** $6,817.00

TERMS: DUE UPON RECEIPT


(214) 346-6200 (214) 739-0108 Fax


ORIGINAL

2-1100-415-00-115-002-0-334
PO#662524

INVOICE RECEIVED BY: GS ON 3/2/12
GOODS/SERVICES RECEIVED BY: GS ON Thu 2/12/2012

HIDALGO COUNTY BUDGET OFFICE
2012 FEB 31 March 2 AM 10 57

# INVOICE
# HALFF
ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

**REMITTANCE ADDRESS:**
P.O. Box 910259
Dallas, TX 75391-0259
**www.halff.com**

**Hidalgo County Commissioner's Court**
**2818 South Business 281**
**Hidalgo County Budget and Management Division**
**Edinburg, TX 78539**

**Attention: Mr. Sergio Curz**

**Invoice Date:** 2/28/2012
**Invoice #:** M160122
**Project:** 28237
**Invoice Group:** L2
**Client Code** HIDAL5
#1

**Project Name: Hidalgo Co Precinct #4/ Building Repairs**

**For Professional Services Rendered through: 02/12/2012**
**Re: Engineering Services**
**Hidalgo County Courthouse Life Safety**
**Edinburg, Tx** #2
**Project Name: Courthouse Life Safety**
**Work Authorization #: 2**

**Contract Number: C-10-340-10-19**
**P. O. #: 662524**

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

| Task # | Task / Scope | Contracted Rate Total ($) Budget | Previous Amount | % completed | Current Amount | Total Fee Remaining |
|---|---|---|---|---|---|---|
| A1 | Survey for Design | $5,000.00 | $5,000.00 | 100% | $ - | $0.00 |
| A2 | Civil Engineering | $2,000.00 | $0.00 | 0% | $ - | $2,000.00 |
| A3 | Building Envelop and Interiors | $19,000.00 | $3,800.00 | 30% | $ 1,900.00 | $13,300.00 |
| A4 | Structural Engineering | $2,000.00 | $0.00 | 0% | $ - | $2,000.00 |
| A5 | Electrical Engineering | $15,000.00 | $0.00 | 10% | $ 1,500.00 | $13,500.00 |
| A6 | Life Safety Improvements | $39,840.00 | $9,732.00 | 34% | $ 3,900.50 | $26,207.50 |
| A7 | Asbestos - Site Survey | $16,390.00 | $14,751.00 | 100% | $ 1,639.00 | $0.00 |
| A8 | Asbestos - Design and Monitoring | $16,600.00 | $0.00 | 0% | $ - | $16,600.00 |
| A9 | Project Specs and Bid Docs | $4,500.00 | $0.00 | 20% | $ 900.00 | $3,600.00 |
| | | $120,330.00 | $33,283.00 | | $9,839.50 | $77,207.50 |
| B1 | Bid Phase Services | | | | | |
| | **Bid Phase Sub-Total (Hours)** | | | | | |
| | **Design Phase Sub-Total ($)** | $3,000.00 | $0.00 | 0% | $ - | $3,000.00 |
| | | | | | | |
| C1 | Construction Phase Services | | | | | |
| | **Construction Phase Sub-Total (Hours)** | | | | | |
| | **Design Phase Sub-Total ($)** | $9,000.00 | $0.00 | 0% | $ - | $9,000.00 |
| | Contracted Rate | | | | | |
| | | | | | | |
| | **TOTAL LABOR COSTS** | $92,490.00 | $23,551.00 | 32% | $5,939.00 | $63,000.00 |
| | **TOTAL EXPENSES** | $39,840.00 | $9,732.00 | 34% | $ 3,900.50 | $ 26,207.50 |
| | **TOTAL LABOR PLUS EXPENSES** | **$132,330.00** | **$33,283.00** | **33%** | **$9,839.50** | **$89,207.50** |

**Total Fee Earned to Date:** $43,122.50
**Less Previous Billings:** $33,283.00
**Amount Due this Invoice:** $9,839.50

TERMS: DUE UPON RECEIPT

(214) 346-6200

ORIGINAL

(214) 739-0108 Fax

# INVOICE

# HALFF

ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

**REMITTANCE ADDRESS:**
P.O. Box 910259
Dallas, TX 75391-0259
**www.halff.com**

**Hidalgo County Commissioner's Court**
**2818 South Business 281**
**Hidalgo County Budget and Management Division**
**Edinburg, TX 78539**

**Invoice Date:** 3/30/2012
**Invoice #:** M161058
**Project:** 28237
**Invoice Group:** L2
**Client Code** HIDAL5

**Attention: Mr. Sergio Curz**

**Project Name: Hidalgo Co Precinct #4/ Building Repairs**

**For Professional Services Rendered through: 03/11/2012**
**Re: Engineering Services**
**Hidalgo County -Courthouse Life Safety**
**Edinburg, Tx**
**Project Name: Courthouse Life Safety**
**Work Authorization #: 2**

**Contract Number: C-10-340-10-19**
**P. O. #: 662524**

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

| | Contracted Rate Total ($) | | Previous Amount | % completed | Current Amount | Total Fee Remaining |
|---|---|---|---|---|---|---|
| **Task #** | **Task / Scope** | **Budget** | | | | |
| A1 | Survey for Design | $5,000.00 | $5,000.00 | 100% | $ - | $0.00 |
| A2 | Civil Engineering | $2,000.00 | $0.00 | 0% | $ - | $2,000.00 |
| A3 | Building Envelop and Interiors | $19,000.00 | $5,700.00 | 60% | $ 5,700.00 | $7,600.00 |
| A4 | Structural Engineering | $2,000.00 | $0.00 | 0% | $ - | $2,000.00 |
| A5 | Electrical Engineering | $15,000.00 | $1,500.00 | 30% | $ 3,000.00 | $10,500.00 |
| A6 | Life Safety Improvements | $39,840.00 | $13,632.50 | 34% | $ - | $26,207.50 |
| A7 | Asbestos - Site Survey | $16,390.00 | $16,390.00 | 100% | $ - | $0.00 |
| A8 | Asbestos - Design and Monitoring | $16,600.00 | $0.00 | 0% | $ - | $16,600.00 |
| A9 | Project Specs and Bid Docs | $4,500.00 | $900.00 | 40% | $ 900.00 | $2,700.00 |
| | | $120,330.00 | $43,122.50 | | $9,600.00 | $67,607.50 |
| B1 | Bid Phase Services | | | | | |
| | **Bid Phase Sub-Total (Hours)** | | | | | |
| | **Design Phase Sub-Total ($)** | $3,000.00 | $0.00 | 0% | $ - | $3,000.00 |
| | | | | | | |
| C1 | Construction Phase Services | | | | | |
| | **Construction Phase Sub-Total (Hours)** | | | | | |
| | **Design Phase Sub-Total ($)** | $9,000.00 | $0.00 | 0% | $ - | $9,000.00 |
| | Contracted Rate | | | | | |
| | | | | | | |
| | **TOTAL LABOR COSTS** | $92,490.00 | $29,490.00 | 42% | $9,600.00 | $53,400.00 |
| | **TOTAL EXPENSES** | $39,840.00 | $13,632.50 | 34% | $ - | $ 26,207.50 |
| | **TOTAL LABOR PLUS EXPENSES** | **$132,330.00** | **$43,122.50** | **40%** | **$9,600.00** | **$79,607.50** |

**Total Fee Earned to Date:** **$52,722.50**
**Less Previous Billings:** **$43,122.50**
**Amount Due this Invoice:** **$9,600.00**

TERMS: DUE UPON RECEIPT

(214) 346-6200

ORIGINAL

(214) 739-0108 Fax

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-10-340-10-19

## Work Authorization Form

# WORK AUTHORIZATION No. 2

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, HALFF ASSOCIATES, INC., professional engineers of McALLEN, TEXAS, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Various design services to allow for life safety improvements at the Hidalgo County Courthouse.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $132,330.00 This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 1-1342-412-00-930-010-0-452 / 1-1336-412-00-220-010-0-431

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this **Work Authorization.**

HIDALGO COUNTY PRECINCT # 4

By: Joseph Palacios

Joseph Palacios, Commissioner

HIDALGO COUNTY

By: _____

Valde Guerra, Executive Officer (P.O.C)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06/21/2011 as indicated below and effective as of 21 day of June, 2011.

THE ENGINEER:
HALFF ASSOICATES, INC.

By: _____

Menton J. Murray, III, PE, LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____

Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court on 6-21-11 RG

ATTEST: Arturo Guajardo Jr.

By: _____

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Service to be Provided by the Owner
ATTACHMENT "B" – Services to be Provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

# EXHIBIT "A"

## Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

**(6)** Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

# EXHIBIT "B"

## Services to be provided by the Engineer

**Halff Associates** is pleased to submit this task order proposal under our existing Professional Services Agreement (C-10-340-10-19) with Hidalgo County for Building Repairs and/or Renovations to County Owned Buildings for projects located within Precinct 4. Specifically, this proposal is for the A/E design services necessary to produce construction documents for various life safety improvements to the existing Hidalgo County Courthouse facility (including Annex). We have attended two different meetings to discuss the scope of work. We have also toured the site to refine the scope of work and identify field conditions. We have obtained sub-consultant proposals for portions of the work and have included those for your reference. As such, I understand the following scope of work:

**Life Safety Improvements – 1 (Refer to Reed FPE Proposal):**

1. Design and specification of a new automatic sprinkler system.
2. Design and specification of a new fire alarm system.
3. Life safety egress evaluation and proposed solutions

**Life Safety Improvements – 2 (Halff Associates):**

1. Design and specification of an emergency fire egress stairway serving the fourth and fifth levels.

**Building Envelop and Interiors (Halff Associates):**

1. Design of roofing modifications to facilitate fire stair.
2. Design of exterior wall modifications to facilitate fire stair.
3. Design of areas of refuge as required at fire stair.
4. Design of any interior wall systems to accommodate new life safety infrastructure
5. Design of interior finish systems to accommodate new life safety infrastructure.
6. Field measurements and model creation for Annex Building and Sallyport.

**Structural (Halff Associates):**

1. Design of any new structural elements to accommodate installation of fire stair.

HVAC:

1. None

Plumbing

1. None

**Electrical (Halff Associates):**

1. Review and assessment of existing electrical service entrance, specifically the normal and emergency branches that serve existing emergency service equipment.
2. Design of new emergency power system to accommodate new fire sprinkler pump and accommodations to modify existing service modification of current emergency service.

**Survey (Halff Associates):**

1. Topographic survey of the building and adjacent area as defined by Closer Blvd., McIntyre St., 10th St., and Cano St., inclusive of site improvements and utilities.

**Civil (Halff Associates):**

1. Design of utility improvements and reconstruction of site amenities demolished by installation of new utilities.

.

**Bid Phase Service:**

General:

1. Clarification of any items as needed from Proposers during project bidding.
2. Pre-bid Meeting and walk-through.
3. Evaluation of proposals.

.

**Construction Phase Service:**

General:

1. Monthly site observations during construction with observation reports.
2. Evaluation of contractor's pay applications.
3. Response to any contractor RFI's.
4. Review of submittals.
5. Final punch list report.
6. Back punch list.

**Asbestos-Related Services – Site Survey (Halff Associates):**

1. Comprehensive ACM Assessment.

**Asbestos-Related Services – Design and Monitoring (Halff Associates):**

1. Operations and Maintenance Plan.
2. Asbestos Abatement Plan.
3. Asbestos Abatement Oversight (Air Monitoring).

**Exclusions:**

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense.

I look forward to getting this project started. Please let me know if there is anything else needed from me to process a work order for this project. Should you have any questions or concerns, don't' hesitate to contact me.

**Attachments:**

1. Reed FPE Proposal
2. Halff Internal (Asbestos) Proposals (2)

REED FIRE PROTECTION ENGINEERING

THE EXPERTS IN FIRE/LIFE SAFETY SOLUTIONS

June 3, 2011

**Mr. Phillip Applebaum P E**
**Vice President**
**Halff Associates Inc.**
**1201 N Bowser**
**Richardson, Texas 75081**

**RE: Fire Protection System Design Services**
**Hidalgo County Courthouse**
**Edinburg, Texas**

**RFPE #2011224(R1)**

In accordance with a review of the drawings you provided and conversations with Mr. Trey Murray, we are pleased to provide you with our revised proposal to provide fire protection design services.

The proposal outlines the scope of service necessary to provide construction documents for the new automatic sprinkler systems and replacement of the existing fire alarm systems in the subject building. We have included a review of the life safety issues provided in the report and comments on those. We have added the Annex Building to the scope of services outlined in the proposal.

Please review the attached information and if you have any questions, please call. Return one signed copy to our office and retain one signed copy for your files. We will begin work after we receive the signed copy from your office.

We look forward to working with you to complete this project.

Regards,

Albert W Reed P E
President
Reed Fire Protection Engineering, LLC

REED FIRE PROTECTION ENGINEERING

THE EXPERTS IN FIRE/LIFE SAFETY SOLUTIONS

June 3, 2011

**Mr. Phillip Applebaum P E**
**Vice President**
**Halff Associates Inc.**
**1201 N Bowser**
**Richardson, Texas 75081**

**RE: Fire Protection System Design Services**
**Hidalgo County Courthouse**
**Edinburg, Texas**

**RFPE #2011224(R1)**

It is our understanding that your office requires construction documents for the automatic sprinkler system in to the subject building. The existing building has four (4) areas. Area A is three (3) stories with a basement. Area B is five (5) stories. Area C is two (2) stories. Area D is one story. The original building was constructed in 1959. The courthouse includes an adjacent 8,000 $ft^2$ Annex Building which is connected to the main building by a covered walk. The building has an older fire alarm system which should be replaced and will require modifications when the monitoring of the sprinkler system is added.

The building has been evaluated by an architecture firm. It's report identifies code violations with life safety systems and means of egress. Your office desires an evaluation of these items to determine alternative solutions.

Your office desires construction documents for the automatic sprinkler system and fire alarm system which are necessary to supervise the automatic sprinkler system.

## I. BASIC SERVICES

Reed Fire Protection Engineering (RFPE) and HALFF ASSOCIATES (client) have agreed that RFPE will provide the following services to the client:

### AUTOMATIC SPRINKLER SYSTEM

1. Obtain electronic copies in AutoCAD format of the building floor plans,

sections and reflected ceiling plans from your office. Obtain copies of any mechanical, structural, civil, etc. drawings as well.

2. Visit the site in Edinburg, Texas to verify accuracy of existing building floor plans. Gather data and determine locations for sprinklers, pipes, etc. While at the site, obtain water flow data from the City of Edinburg or witness a flow test if necessary.

3. While at the site, observe the condition of the existing fire alarm control panel and verify its capacity to accept the additional supervisory devices for the automatic sprinkler system.

4. Prepare preliminary water supply calculations for the proposed facility. The analysis will determine estimated water supply requirements for the sprinkler systems.

5. Prepare complete construction documents for the automatic sprinkler system. The drawings will include:

   a. Hazard classifications
   b. Water supply information
   c. Riser detail
   d. Pipe routing and sizes
   e. Sprinkler locations and types.
   f. Hydraulic calculations.
   g. Necessary details.
   h. Specifications in CSI format.

6. Meet with the City of Edinburg Fire Department to obtain preliminary approval for our design and obtain their comments. Revise the documents based on comments received.

7. Attend two (2) meetings with your office in McAllen, Texas to review the proposed design and obtain your comments. Revise the drawings based on comments received.

8. Submit one hard copy and one electronic copy of the information to your office for inclusion in the bid package. The drawings will be sealed by a fire protection engineer. **No additional design work will be necessary for a prospective installing contractor to prepare his bid.**

## FIRE ALARM SYSTEM

1. Prepare complete construction documents for the modifications to the fire alarm system. The drawings will include:

a. Control panel location.
b. Additional device locations
c. Necessary details.
d. Sequence of operation.
e. Specifications in CSI format.
f. Interfaces to other building systems.
g. Demolition of any existing devices which are not compatible with the new fire alarm system.

2. Submit one hard copy and one electronic copy of the information to your office for inclusion in the submittal to your client. The drawings will be sealed by a fire protection engineer. No additional design work will be necessary for a prospective installing contractor to prepare his bid.

3. Attend meetings and provide drawings in the same manner as in the AUTOMATIC SPRINKLER SYSTEM section.

**LIFE SAFETY EVALUATION**

1. While conducting the site visit to gather data for the automatic sprinkler and fire alarm system designs, walk through the buildings to identify the life safety items contained in the architect's evaluation report.

2. Prepare a letter and drawings which show the location of the item and any proposed solutions for that item.

3. While attending the meetings for the design of the automatic sprinkler and fire alarm systems, discuss any life safety items which may be included in the project and assist your office with drawing preparation.

**CONSTRUCTION PERIOD SERVICES**

1. Review the contractor's shop drawings for the automatic sprinkler system and the modifications to the fire alarm system. Prepare letters listing items which require correction. Four (4) reviews are included – two (2) each for the fire alarm and sprinkler systems.

2. Answer RFI's from the installing contractor during construction. Maximum of twelve (12) hours are allocated for this item.

4. During construction, visit the site to observe the progress of the installation. Prepare a letter summarizing progress and listing items which must be corrected.

5. When the installation is substantially complete, visit the site to observe the installation of the automatic sprinkler system. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

6. When the installation is substantially complete, visit the site to observe the installation of the modifications to the fire alarm system. Witness a functional test of the devices added to the fire alarm system to verify proper operation. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

## II. PROPOSAL ASSUMPTIONS

1. Preparation of the budgetary cost projections are excluded from this proposal.

2. **Drawings and specifications will bear the seal of a registered fire protection engineer.**

3. **Your office will provide contractual conditions for the bid package.**

4. Your office will furnish RFPE with electronic copies of existing floor plans and reflected ceiling plans and copies of mechanical, electrical, structural and civil drawings for our use in preparing our design.

6. Attendance at meetings other than those outlined are excluded.

7. Services not listed in Basic Services above are specifically excluded from the scope of RFPE services. RFPE assumes no responsibility to perform services not listed in Basic Services above.

## III. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, calculations, specifications, reports, computer programs, operational and design data and all other documents produced by RFPE in connection with this project shall be confidential. They shall remain the property of RFPE whether the project is completed or not. HALFF ASSOCIATES shall not have or acquire any title to or ownership rights in any of the documents prepared by RFPE.

Once payment in full is received by RFPE in accordance with the PAYMENT section of this agreement, HALFF ASSOCIATES shall be permitted to retain printed copies of the documents for information and reference only. HALFF ASSOCIATES shall not use the documents on any other project, for additions to

this project, for completion of this project by others or for any other purpose for which the documents were not specifically prepared.

HALFF ASSOCIATES shall obtain written consent from RFPE for use of these documents, and shall appropriately compensate RFPE for their use.

## IV. CONFIDENTIALITY

Unless compelled by law, including duly issued subpoena or court order, required by government agency or authority, or requested by HALFF ASSOCIATES to do so, RFPE agrees it will not convey to others any proprietary information, knowledge data or property concerning the business or affairs of HALFF ASSOCIATES or its affiliates. RFPE will limit access by its employees to all information referred to above.

Any information, design concept, procedure or material provided by RFPE which RFPE identifies as confidential to HALFF ASSOCIATES shall not be released by HALFF ASSOCIATES or its employees to any other parties under any circumstances.

## V. INDEMNITY

HALFF ASSOCIATES shall indemnify and hold RFPE harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees arising out of or resulting from unauthorized use of the documents.

To the fullest extent permitted by law, Reed Fire Protection Engineering (RFPE) agrees to indemnify and hold HALFF ASSOCIATES harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence caused by RFPE in the performance of services outlined in this agreement.

RFPE services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site, or in the same circumstances or conditions. RFPE makes no warranty, express or implied, with respect to the services outlined in this agreement.

## VI. PROFESSIONAL FEE

**The fee for basic services will be a lump sum as listed below, depending on the scope of service. All fees include reimbursable expenses.** The fee for basic services does not include additional services described in this proposal.

| | |
|---|---|
| (1) AUTOMATIC SPRINKLER SYSTEM – | $23,380.00 |
| (2) FIRE ALARM SYSTEM – | $12,990.00 |
| (3) LIFE SAFETY EVALUATION – | $ 3,470.00 |
| (4) TOTAL FEE - | $39,840.00 |

**All fees include shop drawing review and RFI response.**

**Since the number of site visits is not known at this time, site visits will be provided at a lump sum fee of $1,495.00 per one day site visit.**

## VII. REIMBURSABLE EXPENSES

Reimbursable expenses authorized by your office are included in basic services and are in addition to fees for additional services. The following are examples of additional reimbursable expenses:

Automobile mileage at $0.51 per mile
Express delivery and courier service
Travel Expenses
Reproduction Expenses

## VIII. ADDITIONAL SERVICES

If agreed to in writing by the client and Reed Fire Protection Engineering, RFPE will provide additional services. Additional services are not included as part of the Scope of Basic Services and shall be paid for by the client in addition to payment for basic services. Payment shall be in accordance with the terms listed in Section IX, Compensation and Payment, or as agreed to in writing by the client and RFPE. Additional Services will be billed at the hourly rates listed below. These services could include additional meetings, additional site visits or changes to the scope of this project.

Additional services will be billed at the hourly rates **listed below**. These services could include additional meetings, additional site visits or changes to the scope of this project.

| | |
|---|---|
| President | $150.00 per hour |
| Fire Protection Engineer | $125.00 per hour |
| Senior Designer | $100.00 per hour |
| Designer | $ 85.00 per hour |
| CAD Operator | $ 60.00 per hour |
| Clerical | $ 50.00 per hour |

## IX. COMPENSATION AND PAYMENT

As full consideration of the performance of the Scope of Services described here, HALFF ASSOCIATES shall pay Reed Fire Protection Engineering the compensation provided above in accordance with applicable charges and conditions.

Reed Fire Protection Engineering shall submit progress Invoices to HALFF ASSOCIATES showing the services performed during the Invoice period and the charges incurred in the performance of said services. Invoices are to be submitted monthly, or at the end of the project, whichever occurs sooner to

**HALFF ASSOCIATES**
**1201 N Bowser**
**Richardson, Texas 75081**

HALFF ASSOCIATES shall pay the full amount of the invoice within thirty (30) days of receipt of payment for services from HALFF ASSOCIATES client. Full amount of invoice shall be paid in a maximum of sixty (60) days. If, however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall so notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the Invoice not in dispute within five (5) days of receipt of invoice from client. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

## X. INSURANCE

### A. COVERAGE

During the term of this agreement, RFPE agrees to provide evidence of insurance coverage as shown on the attached Master Insurance Certificate.

RFPE agrees to maintain professional liability insurance for the period of design and construction of this project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the fire protection engineers practicing in Texas are able to obtain such coverage.

### B. WAIVER OF SUBROGATION

RFPE and HALFF ASSOCIATES waive all rights against each other and against the contractors, consultants and employees of the other to the extent that the damages sustained by either party are covered by insurance.

# XI. TERMS

## A. INVOICES

Invoices will be issued monthly based on services performed during that month. Payment is due within thirty (30) days of invoice date.

If however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the invoice not in dispute within thirty (30) days of receipt of invoice to RFPE. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

## B. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits associated with this work, HALFF ASSOCIATES agrees within the extent permitted by law, to limit the liability of RFPE and it's representatives so that total aggregate liability does not exceed **$25,000.00** or the total fee associated with this work, whichever is greater.

## C. TERMINATION

In the event of termination of this agreement by either party, HALFF ASSOCIATES shall within fifteen (15) calendar days of termination, pay RFPE for all services rendered and all reimbursable costs incurred up to the date of termination. Payment shall be in accordance with the PAYMENT section of this agreement.

HALFF ASSOCIATES may terminate this agreement without cause by giving RFPE at least seven (7) calendar days written notice.

Either HALFF ASSOCIATES or RFPE may terminate this agreement for cause by giving the other party at least seven (7) calendar days written notice. The agreement may be terminated for any of the following reasons:

a. Failure by the other party to perform in accordance with the terms of this agreement. The failure to perform shall not be caused by actions of the terminating party.

b. Transfer of the project or assignment of this agreement without prior written consent of the other party.
c. Suspension of the project or RFPE's services by HALFF ASSOCIATES for a period of more than ninety (90) calendar days, either consecutively or total during the length of this agreement.
d. Changes in the conditions of this agreement as outlined. These can include changes to the scope of service, changes to the nature of the project, or failure of the parties to agree on the compensation or schedule adjustments necessitated by such changes.

HALFF ASSOCIATES failure to make payment to RFPE in accordance with payment terms of this proposal shall constitute a material breach of this agreement and shall be cause for termination or suspension of services. When full payment is received by RFPE, RFPE shall resume services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

In the event of any termination that is not requested by RFPE, HALFF ASSOCIATES shall pay RFPE for all expenses incurred by RFPE due to the termination of this agreement. These shall include, but not be limited to, demobilization, reassignment of personnel, associated overhead costs and expenses directly connected to the termination. These payments shall be in addition to payments for services rendered and reimbursable expenses.

## D. SUSPENSION OF SERVICES

If services performed by RFPE are suspended by HALFF ASSOCIATES for more than thirty (30) calendar days total during the term of this agreement, RFPE shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice to suspend services. In addition, upon resumption of services, HALFF ASSOCIATES shall compensate RFPE for the expenses incurred for resumption of services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

Suspension by HALFF ASSOCIATES of the services performed by RFPE for more than ninety (90) days total during the term of this agreement shall allow RFPE to terminate this agreement by giving HALFF ASSOCIATES at least five (5) days written notice. RFPE shall have no liability to HALFF ASSOCIATES, and HALFF ASSOCIATES agrees to make no claim for any delay or damage caused by any breach of this agreement resulting from actions of HALFF ASSOCIATES. Once the reason for the breach which caused services to be suspended is resolved, RFPE shall resume services if full payment for services performed before the suspension has been received. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

## E. DISPUTE RESOLUTION

### 1. MEDIATION

Prior to the initiation of litigation, both parties agree to submit all claims, disputes or controversies resulting from the application, interpretation or enforcement of this agreement to non-binding mediation. Both parties shall agree on the mediator.

The party seeking mediation shall notify the other party in writing. This provision shall survive this agreement, but shall not extend beyond the time allowed for initiation of litigation.

### 2. LITIGATION

In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees and all other related expenses resulting from the litigation. In the event of a settlement of the dispute between the parties by mediation, arbitration or other means, the term prevailing party shall be determined in the same manner as if the dispute resulted in litigation.

Litigation between the parties pertaining to acts or failures to act shall accrue. The applicable statute of limitations shall commence to run not later than the following:

a. Date of substantial completion for acts or failures to act occurring prior to that date.
b. Date of receipt of final payment by RFPE for acts or failures to act occurring after substantial completion.
c. Date of substantial completion of RFPE services, if that date occurs prior to substantial completion of the project.

The earliest of the dates listed above shall take precedence.

**Everything under this contract will be interpreted under the Laws for the State of Texas.**

**3. GENERAL**

RFPE reserves the right to ask for references and perform credit checks on clients with which RFPE has not previously done business. These checks can include provision of references for both the company and its principal owners.

This proposal is valid for sixty (60) days from the issue date shown on the first page.

To indicate acceptance of this proposal and authorize initiation of services, please sign and return a copy of this proposal.

**SUBMITTED BY:**

**REED FIRE PROTECTION ENGINEERING**

**ACCEPTED BY:**

**HALFF ASSOCIATES**

HALFF

June 2, 2011
1008-11-7790

**Leticia H. Saenz, CPPB/Contracts Manager**
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to provide an Operations & Maintenance Plan, asbestos specifications and abatement oversight activities for the Hidalgo County Courthouse Annex Building located at addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit this proposal for asbestos consulting services for the referenced property. The services will include preparation of plans and specifications for asbestos abatement and abatement oversight of the removal of asbestos containing materials (ACM) identified in Terracon Consultants, Inc. February 11, 2009 asbestos survey report for the referenced property. The asbestos abatement will consist of the removal and proper disposal of the ACM that would be impacted by the installation of the proposed fire suppression system. At the time this proposal was prepared, the plans for the proposed fire suppression system were not available for review and all quantities and time have been estimated and could possibly be revised after review of the final installation plans. In addition, an Operations & Maintenance Plan will be developed for the ACM remaining in the facilities. Oversight services include limited asbestos abatement oversight by a licensed asbestos consultant and a project manager/air monitor on-site for the duration of the asbestos abatement activities.

## Operations & Maintenance Plan

An Operations & Maintenance Plan (O&M Plan) will developed by Halff detailing a program of work practices to maintain identified ACM in good condition. The O&M Plan will ensure clean up of asbestos fibers previously released, and prevent further release by minimizing and controlling the disturbance and damage of identified ACM.

## Asbestos Abatement

The asbestos abatement activities will be performed by others in accordance with the site specific plans and specifications prepared by Halff for the project. Asbestos abatement for the referenced

property will include the removal of the following asbestos containing materials (ACM), which were identified in the asbestos survey:

**Hidalgo County Courthouse**

- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material

**Annex Building**

- ±1,000 square feet of finished sheetrock
- ±250 square feet of resilient floor tile and mastic

**Asbestos Abatement Oversight**

The licensed asbestos consultant will coordinate with the licensed asbestos project manager to provide oversight of the abatement activities. The licensed asbestos consultant will also prepare a final report, which will include a description of abatement activities, disposal manifests, and results of on-site air monitoring.

The licensed asbestos project manager will be on-site for the duration of the asbestos abatement activities to perform air monitoring, on-site inspections, and to evaluate the work area for compliance with State and Federal asbestos regulations and the abatement design. The project manager will also perform a final visual inspection after the abatement has been completed and conduct clearance testing in accordance with the current Texas Department of State Health Services (TDSHS) regulations. The air samples will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.

The total costs associated with the above services are estimated not to exceed $31,948.00 and the project will require approximately six weeks (approximately 1 week for abatement activities) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

**TABLE 1**
**COST ESTIMATE**
**Professional Services for Abatement specifications/ Oversight**
**Hidalgo County Courthouse Complex**
**Edinburg, Texas**

| Description | Unit Cost | Unit | Quantity | Total Cost |
|---|---|---|---|---|
| **PREPARATION OF PLANS / SPECIFICATIONS / CLOSURE REPORT AND OPERATIONS & MAINTENANCE PLAN** | | | | |
| **Consulting Fees** | | | | |
| Project Manager | $ 170 | Hour | 4 | $ 680 |
| Asbestos Consultant | $ 109 | Hour | 56 | $6,104 |
| CAD | $ 80 | Hour | 12 | $ 960 |
| Administrative Assistant | $ 70 | Hour | 3 | $ 210 |
| ODCs | $ 300 | Lump | 1 | $ 300 |
| **Subtotal** | | | | **$8,254** |
| **OVERSIGHT SERVICES** | | | | |
| **Consulting Fees** | | | | |
| Asbestos Consultant | $ 109 | Hour | 16 | $1,744 |
| Asbestos Project Manager | $ 65 | Hour | 60 | $3,900 |
| Travel Expenses – On-Site Project Manager/Consultant | $2,700 | Lump | 1 | $2,700 |
| **Subtotal** | | | | **$8,344** |
| **Total** | | | | **$16,598** |

The above proposal is based on the following assumptions:

- The project schedule for abatement is based on six ten hour days.
- Significant changes to the scope of work will not be required.
- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material
- ±1,000 square feet of finished sheetrock
- ± 250 square feet of resilient floor tile and mastic
- The abatement contractor will be hired directly by Hidalgo County.
- Contractor fees are estimated to be $15,000.00
- TDSHS Notification fees are estimated to be $350.00

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.
Thank you for your consideration of Halff.

Sincerely,

HALFF ASSOCIATES

Al Brunson

Al Brunson
Licensed Asbestos Consultant No. 105645

HALFF

June 2, 2011
1008-11-7790

**Leticia H. Saenz, CPPB/Contracts Manager**
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to perform a Comprehensive Assessment for Asbestos-Containing Materials for the Hidalgo County Courthouse Complex addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit the following cost estimate to perform an assessment for Asbestos Containing Materials (ACM) for the above referenced properties. It is understood that the Hidalgo County Courthouse Complex includes the Hidalgo County Courthouse and the Annex Building. This proposal includes the proposed scope of services, project deliverables, and project costs.

**Assessment for Asbestos Containing Materials**

An asbestos inspector, licensed by the TDSHS, will visually assess the subject property to determine areas likely to contain ACM. Field drawings and photographs will be prepared that detail the location, condition, and quantities of the suspected ACM. Bulk samples of suspected ACM will be collected in accordance with TDSHS sampling protocol. The suspected materials will be analyzed by an asbestos bulk laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), using Polarized Light Microscopy (PLM), in accordance with Environmental Protection Agency (EPA) methodology. The laboratory report will be combined with field notes and observations to determine approximate quantities of ACM present.

Halff's sampling will not include materials such as concrete flooring, wooden or metal doors, and/or hidden inaccessible components. Halff will perform destructive sampling to a certain degree in a reasonable effort to identify suspect ACM. However, hidden materials or materials beyond reasonable access to the inspectors during the site visit (materials beneath carpet, above ceilings, within walls/crawl spaces, etc.) may not be evaluated as part of the survey. Halff will conduct a visual and physical assessment of each identified homogeneous area of suspect ACM to assess the friability and condition of the materials. Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM and, therefore, will not be sampled. Based on results of the visual observations, bulk samples of suspect materials will be collected from each homogeneous area by a State of Texas Licensed Asbestos Inspector in general conformance with protocols established by EPA regulation 40 CFR 763 (AHERA) and the Texas Asbestos Health Protection Rules.

**Asbestos Survey Report**

A detailed survey/letter report will be prepared for the structure included in this project, describing the area(s) and condition of the building materials that will be affected. The report will explain the inspection and sampling procedures and discuss the results. The report will include photographs, drawings showing material sample locations, areas, and approximate quantities of materials.

The total costs associated with the above services are estimated not to exceed $16,392.00 and the project will require approximately 30 days (approximately 2 weeks for a verbal report and 2 weeks for a written report) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. It has been assumed that no more than 250 building material samples will be collected for the analysis of asbestos content. It has also been assumed that an electronic version of the building plans are available and will be provided and that the structures will be accessible for sampling activities and during normal business hours. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

**TABLE 1 - PROJECT COSTS**

| Hidalgo County Courthouse Complex<br>Edinburg, Texas | | | | |
|---|---|---|---|---|
| **Project Detail** | **Project Cost Description** | **Unit Cost** | **Qty** | **Cost** |
| Asbestos Consultant | Labor, Licensed Consultant to perform asbestos assessment and survey | $109.00/hour | 32 | $ 3,488 |
| Asbestos Inspector | Labor, Licensed Inspector to perform asbestos assessment and survey | $75.00/hour | 32 | $ 2,400 |
| Laboratory Analysis | Asbestos – Laboratory analysis of bulk samples for asbestos content by PLM (24hr TAT) | $11.00/Sample | 250 | $ 2,750 |
| Asbestos Report | Licensed Asbestos Consultant<br>CAD<br>Administrative Assistant | $109/hour<br>$80/hour<br>$50/hour | 24<br>24<br>4 | $ 2,616<br>$ 1,920<br>$ 200 |
| Travel Expense | Airfare, Lodging, Transportation | Lump | | $ 2,178 |
| | | | | |
| ODCs | | Lump | 1 | $ 500 |
| Project Manager | | $170/hour | 2 | $ 340 |
| | | | **TOTAL** | **$ 16,392** |

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services

provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you.

Halff is a multi-disciplinary engineering firm providing a wide range of services including civil and environmental engineering, planning, and surveying. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.

Thank you for your consideration of Halff.

Sincerely,

**HALFF ASSOCIATES, INC.**

Al Brunson
Environmental Scientist
Asbestos Consultant No. 105645

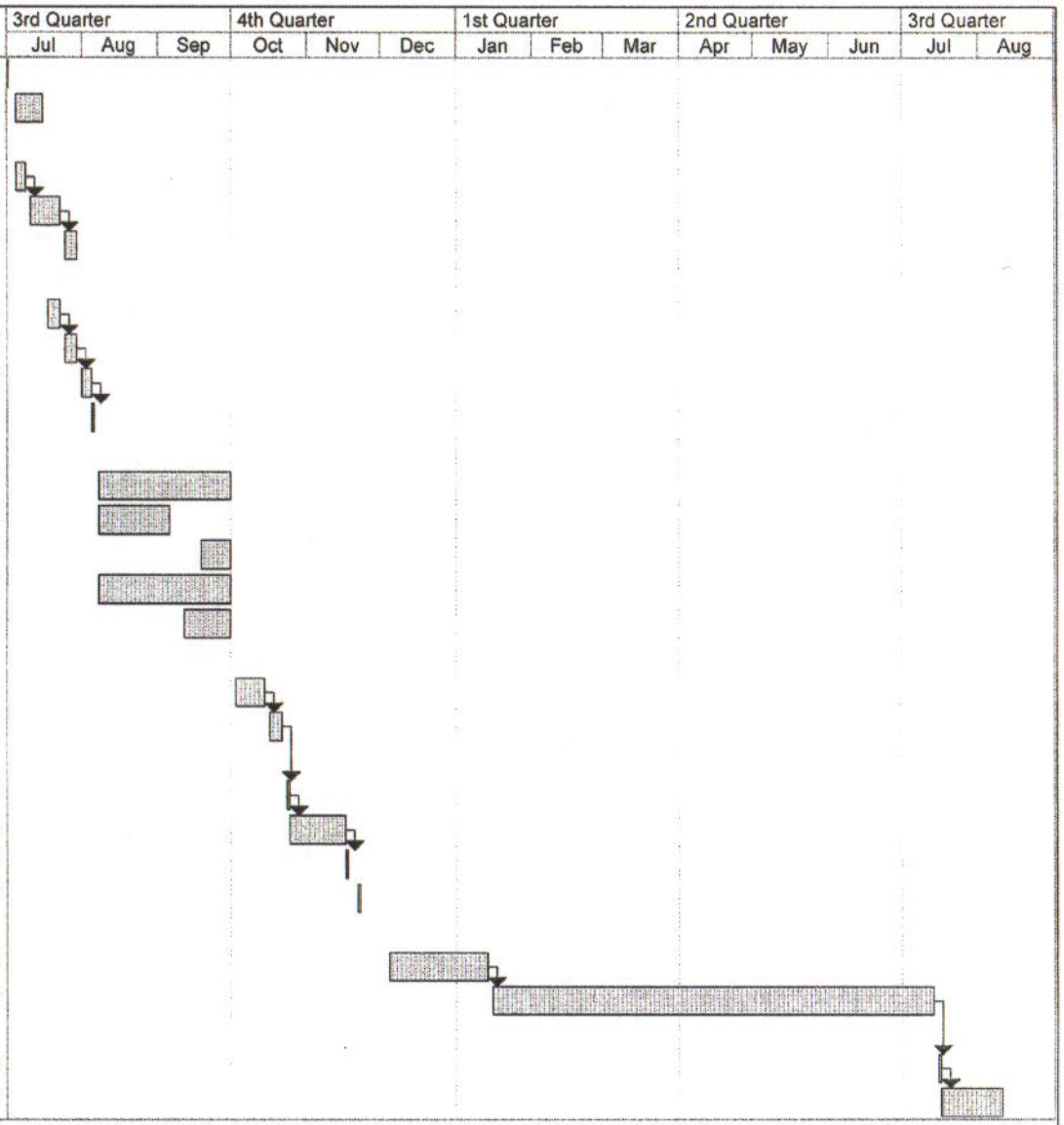
**Authorized by:** _____ **Date:**_____

# EXHIBIT "C"

## Work Schedule

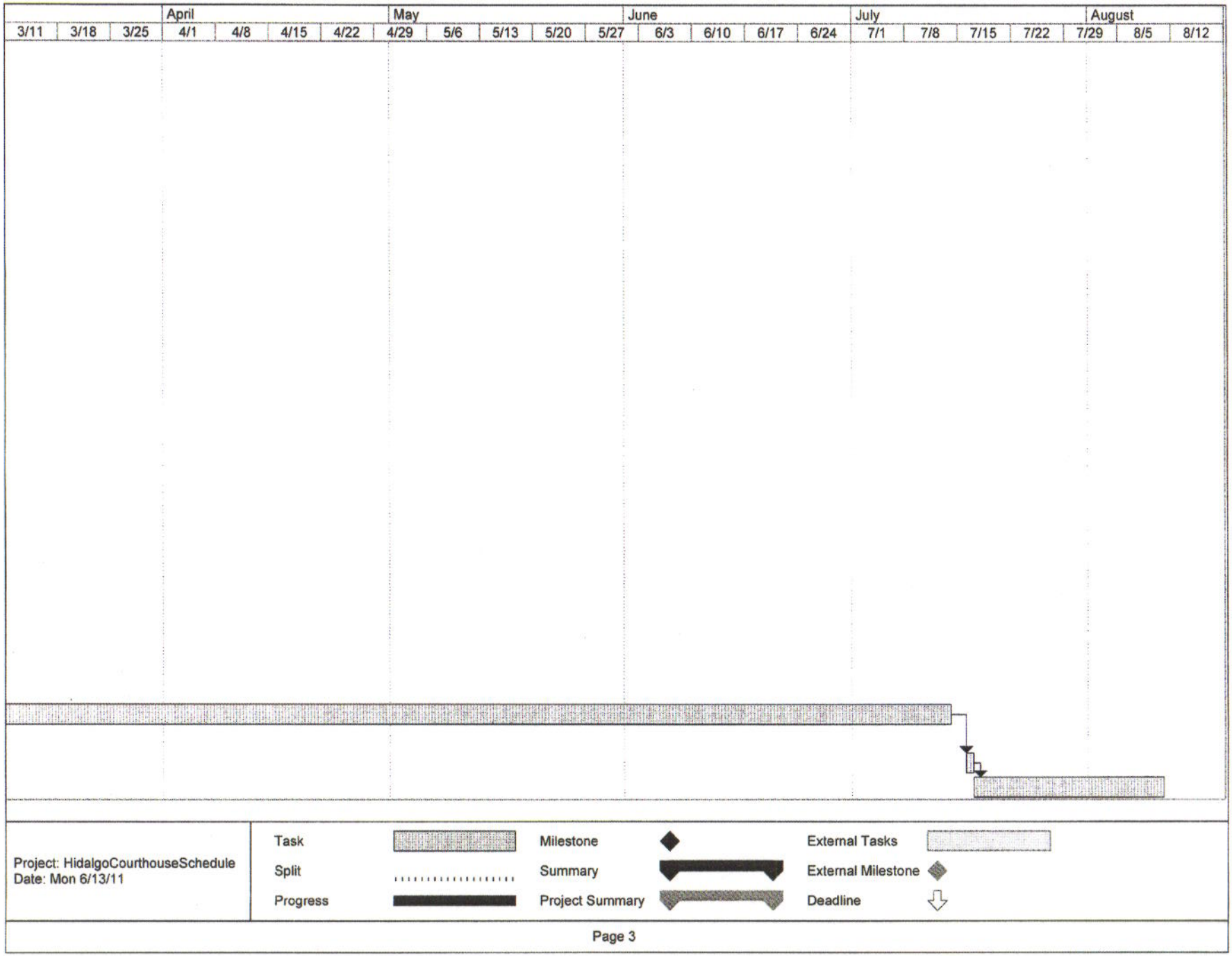
See attached

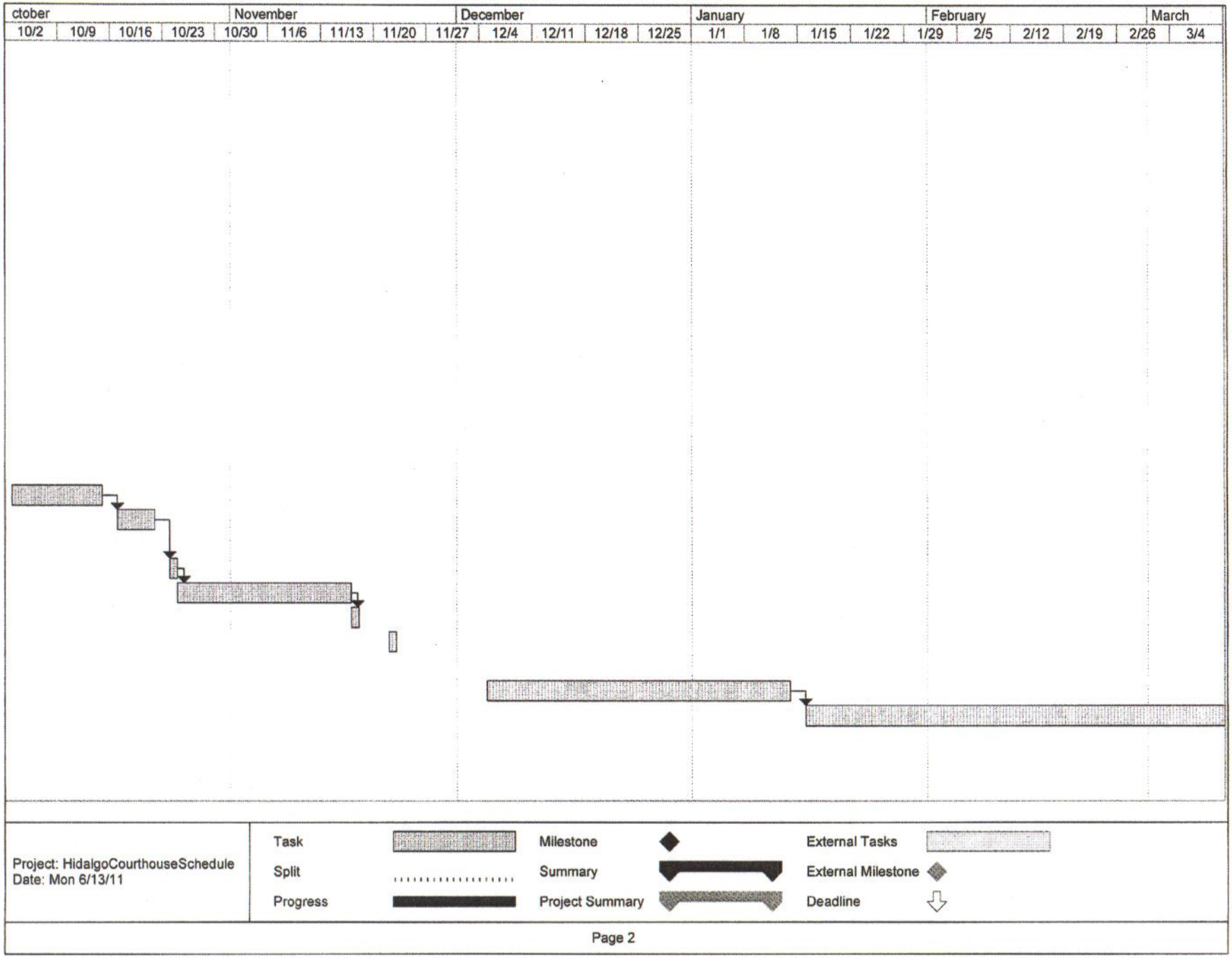
| ID | Task Name | Start | Finish |
|---|---|---|---|
| 1 | NTP | Fri 7/1/11 | Fri 7/1/11 |
| 2 | Site Survey | Tue 7/5/11 | Fri 7/15/11 |
| 3 | | | |
| 4 | Asbestos Fieldwork | Tue 7/5/11 | Fri 7/8/11 |
| 5 | Asbestos Sample Analysis | Mon 7/11/11 | Fri 7/22/11 |
| 6 | Asbestos Survey Report | Mon 7/25/11 | Fri 7/29/11 |
| 7 | | | |
| 8 | Floor Plan Measurements | Mon 7/18/11 | Fri 7/22/11 |
| 9 | Existing Conditions CAD | Mon 7/25/11 | Fri 7/29/11 |
| 10 | Life Safety Inspection | Mon 8/1/11 | Thu 8/4/11 |
| 11 | Owner Progress Review | Fri 8/5/11 | Fri 8/5/11 |
| 12 | | | |
| 13 | Fire SprinklerAlarm Design | Mon 8/8/11 | Fri 9/30/11 |
| 14 | Egress Improvements | Mon 8/8/11 | Mon 9/5/11 |
| 15 | Civil Engineering | Mon 9/19/11 | Fri 9/30/11 |
| 16 | Building Interiors/Fire Stair | Mon 8/8/11 | Fri 9/30/11 |
| 17 | Electrical Engineering | Mon 9/12/11 | Fri 9/30/11 |
| 18 | | | |
| 19 | Asb. Abatement Plans/Specs | Mon 10/3/11 | Fri 10/14/11 |
| 20 | Owner Review/Approval | Mon 10/17/11 | Fri 10/21/11 |
| 21 | | | |
| 22 | Issuance of Plans for Bid | Mon 10/24/11 | Mon 10/24/11 |
| 23 | Proposal Phase | Tue 10/25/11 | Wed 11/16/11 |
| 24 | Receipt of Proposals | Thu 11/17/11 | Thu 11/17/11 |
| 25 | Construction Award | Tue 11/22/11 | Tue 11/22/11 |
| 26 | | | |
| 27 | Abatement and Monitoring | Mon 12/5/11 | Fri 1/13/12 |
| 28 | Construction | Mon 1/16/12 | Fri 7/13/12 |
| 29 | | | |
| 30 | Substantial Completion | Mon 7/16/12 | Mon 7/16/12 |
| 31 | Final Completion | Tue 7/17/12 | Fri 8/10/12 |



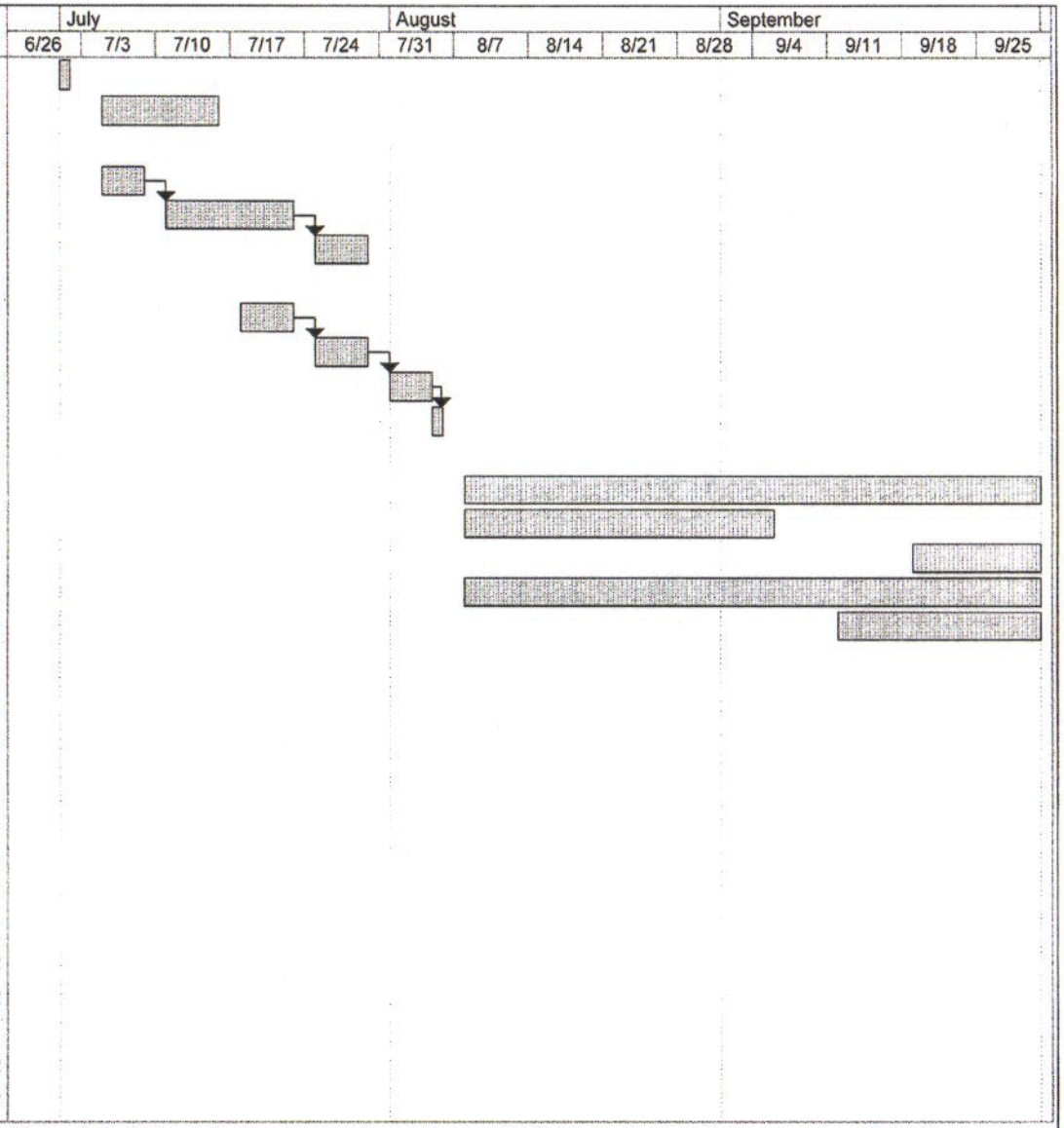

Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline


April
May
June
July
August
3/11
3/18
3/25
4/1
4/8
4/15
4/22
4/29
5/6
5/13
5/20
5/27
6/3
6/10
6/17
6/24
7/1
7/8
7/15
7/22
7/29
8/5
8/12
Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline


ctober
November
December
January
February
March
10/2
10/9
10/16
10/23
10/30
11/6
11/13
11/20
11/27
12/4
12/11
12/18
12/25
1/1
1/8
1/15
1/22
1/29
2/5
2/12
2/19
2/26
3/4
Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline
Page 2

| ID | Task Name | Start | Finish |
|---|---|---|---|
| 1 | NTP | Fri 7/1/11 | Fri 7/1/11 |
| 2 | Site Survey | Tue 7/5/11 | Fri 7/15/11 |
| 3 | | | |
| 4 | Asbestos Fieldwork | Tue 7/5/11 | Fri 7/8/11 |
| 5 | Asbestos Sample Analysis | Mon 7/11/11 | Fri 7/22/11 |
| 6 | Asbestos Survey Report | Mon 7/25/11 | Fri 7/29/11 |
| 7 | | | |
| 8 | Floor Plan Measurements | Mon 7/18/11 | Fri 7/22/11 |
| 9 | Existing Conditions CAD | Mon 7/25/11 | Fri 7/29/11 |
| 10 | Life Safety Inspection | Mon 8/1/11 | Thu 8/4/11 |
| 11 | Owner Progress Review | Fri 8/5/11 | Fri 8/5/11 |
| 12 | | | |
| 13 | Fire SprinklerAlarm Design | Mon 8/8/11 | Fri 9/30/11 |
| 14 | Egress Improvements | Mon 8/8/11 | Mon 9/5/11 |
| 15 | Civil Engineering | Mon 9/19/11 | Fri 9/30/11 |
| 16 | Building Interiors/Fire Stair | Mon 8/8/11 | Fri 9/30/11 |
| 17 | Electrical Engineering | Mon 9/12/11 | Fri 9/30/11 |
| 18 | | | |
| 19 | Asb. Abatement Plans/Specs | Mon 10/3/11 | Fri 10/14/11 |
| 20 | Owner Review/Approval | Mon 10/17/11 | Fri 10/21/11 |
| 21 | | | |
| 22 | Issuance of Plans for Bid | Mon 10/24/11 | Mon 10/24/11 |
| 23 | Proposal Phase | Tue 10/25/11 | Wed 11/16/11 |
| 24 | Receipt of Proposals | Thu 11/17/11 | Thu 11/17/11 |
| 25 | Construction Award | Tue 11/22/11 | Tue 11/22/11 |
| 26 | | | |
| 27 | Abatement and Monitoring | Mon 12/5/11 | Fri 1/13/12 |
| 28 | Construction | Mon 1/16/12 | Fri 7/13/12 |
| 29 | | | |
| 30 | Substantial Completion | Mon 7/16/12 | Mon 7/16/12 |
| 31 | Final Completion | Tue 7/17/12 | Fri 8/10/12 |




Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

# EXHIBIT "D"
## COST PROPOSAL

**Various Design Services Life Safety Improvements Hidalgo County Courthouses**

**Professional Fee:**

| | |
|---|---|
| Survey for Design (with Topo) | $5,000 |
| Civil Engineering | $2,000 |
| Building Env/Inter + Life Safety Improvements -2 | $19,000 |
| Structural Engineering: | $2,000 |
| Electrical Engineering | $15,000 |
| Life Safety Improvements – 1 | $39,840 |
| Asbestos – Site Survey | $16,392 |
| Asbestos – Design and Monitoring | $16,598 |
| Project Specifications and Bid Documents | $4,500 |
| Bid Phase Service | $3,000 |
| Construction Phase Service | $9,000 |
| **Total Fee (as listed):** | **$132,330** |

**Exclusions:**

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier, this is estimated at $4,700.00.

CC Approved on June 21, 2011



# AGENDA

**CC REGULAR**
**HIDALGO COUNTY**
**COMMISSIONERS' COURT MEETING**
**June 21, 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** All

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **Executive Officer - Valde Guerra:**

**A.**

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."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

(1) c/mgn

**B.** **AI-27125**

approved

Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Pct. 3 Meeting Hall & Pavilion.

(2) c/mgn

**C.** **AI-27121**

approved

Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Sunset Park.

**D.** **AI-27128** Approval to accept a settlement check from TCLC Enterprises, Inc. in the amount of $235.00 to settle property damages to County vehicle. (Sheriff Office)

approved

**E.** **AI-27122** Approval to accept a settlement check from GEICO Insurance Company in the amount of $566.75 to settle auto accident with County vehicle. (Sheriff Office)

approved

(3)

**F.** **AI-27154**

all approved

Environmental Compliance:
1. Presentation and Discussion on the 2005 Raba-Kistner Petroleum Storage Tank Compliance Assessment ( Pct. 1, 2, 3, 4, and Sheriff's Department Complex)
2. Discussion, Consideration and Approval on establishing an Environmental Committee with representatives from each Precinct, Executive Officer and appropriate departments to implement EPA/TCEQ required regulatory mechanisms. Martha Mena, Raul Silguero, Norma Ceballos, Marcos Lopez, Yolanda Chapa
3. Discussion, Consideration and Approval to:
   a. compile a county-wide database of above-ground storage tanks (AST) and under-ground storage tanks (UST) through visual inspections and data from Fixed-Assets
   b. Initiate TCEQ compliance permits for all county ASTs, USTs and air burners



CC Approved on June 21, 2011

CC Approved on June 21, 2011



A. AI-27069 Approval of clarification of salary for one (1) Technician II positon, slot # 200-001-0030 Grade 6 approved by Comm. Court on 07/13/10.

no action

B. **Budget Appropriations:**

1. AI-27078 Pct. #1 R & B (1200):
Approval of 2011 appropriation of funds for Pct. 1 Administration, program #004, & Road Maintenance, program #005, in the amount of $200,500.00 to fund various operating expenditures.

approved

21. **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**

nothing to report

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

nothing to report

4. AI-27034 a. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extensions with NORMA HERNANDEZ d/b/a CV SERVICES as provided in the current contract for: "Vending Machine Services" for Hidalgo County, under the same rates, terms and conditions (effective: 06/22/11-06/21/12).

no action a-d

b.Discussion and applicable action for Commissioners' Court to entertain the option to offer vendor a payment plan (i.e. promissory note) to collect past due energy reimbursements

c. Other options.

d. Authority to advertise for Vending Machine Services.

approved

e. Option to exercise a 60 day grace period extension as provided under current agreement, with Norma Hernandez d/b/a CV Services.

5. AI-27097

approved

a. Pursuant to Article 14 of the current agreement-C-10-340-10-19, Halff Associates is requesting approval to engage the services of a consultant/sub-contractor (REED Fire Protection Engineering, L.L.C.) with adherence to insurance provisions required by said article;

approved

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $135,280.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.



CC Approved on June 21, 2011

**AI-32057** **12. G.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

**Texas Cooperative Extension Services:**
Requesting authority to enter into a 36-month new copier (capital) lease for a WC5755P copier through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Extension Services Department through Requisition #213913 in the amount of $219.78/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-461-00-380-001-0-780

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

BUDGETARY IMPACT:

Req #213913 for Xerox Corp. Funds available as of 4-27-12.

Attachments

Xerox

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/25/2012 02:42 PM |
| Budget & Management | Merlen P. Munoz | 04/25/2012 02:45 PM |
| Ivan Cantu | Ivan Cantu | 04/27/2012 09:37 AM |
| Auditor's Office | Angela Garcia | 04/27/2012 04:29 PM |

Form Started By: Tanya Delira Started On: 04/25/2012 09:01 AM

Final Approval Date: 04/27/2012

# Requisition

**Req # 00213913**

**PO #**

**Date: 04/02/12**

**Bill To:** x
x

**Vendor :** 42129
XEROX CORPORATION
P. O. BOX 7405
PASADENA CA 91109-7405

**Ship To:** TEXAS COOPERATIVE EXTENSION
410 N. 13TH AVE
EDINBURG TX 78541

**Contact:** **Barbara Storz**
**956-383-1026**

**Contract No:**

**Special Instructions:**

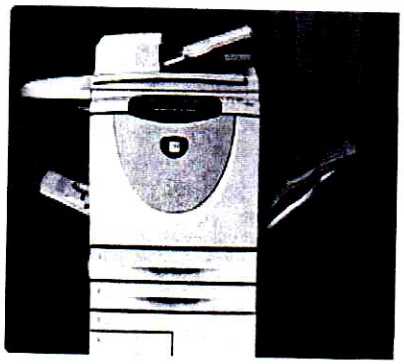
| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 8.00 | MONTH | Xerox WorkCentre 5755T (Mid Range1) - 55 ppm digital copier | 219.78 | 1,758.24 |
| | | Digital copier with 4 Trays, Bypass Tray and DADF, Documentation Kit, and Office Finisher, Print Controller, Color Scanning, Internet Fax $ Network Server Fax Enablement. (Required market codes: W5755T, OFC50FIN) | | |
| | | Price includes 50,000 monthly impressions all excess prints at $.0066 each. 36 month term | | |
| | | Account No | Encumbrance | |
| | | 2-1100-461-00-380-001-0-780 | 1,758.24 | |
| | | | Freight | .00 |
| | | | Total | 1,758.24 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

# XEROX 985-L2 LEASE

# PRICING

## XEROX WORKCENTRE 5755P



Mid Range I WorkCentre 5755APT & OFC FIN: Base Unit Up to 55 PPM, Includes 4 Trays, Bypass Tray, DADF & Office Finisher, Print Controller, Color Scanning, Internet Fax & Network Server Fax Enablement

Price includes

**Price includes 50,000 monthly impressions**

**all excess prints at $.0066 each**

| | Monthly Base | Commodity Codes: |
|---|---|---|
| Equip Description/Qty | $ 0.00 | 985-13-29001-9 |
| 36 month term | $ 219.78 | 985-13-29002-7 |

Contract Includes

- Delivery & Installation
- All supplies, except paper & specialty items

Cash Price Option $7,912.08

xerox

# Xerox 985-L2 Lease Pricing

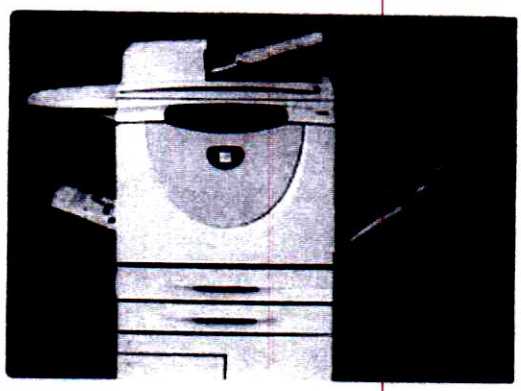
4/3913

## Xerox WorkCentre 5755T (Mid Range I)

**55 ppm digital copier**

Digital Copier with 4 Trays, Bypass Tray and DADF, Documentation Kit, and Office Finisher, Print Controller, Color Scanning, Internet Fax $ Network Server Fax Enablement.

(Required market codes: W5755T, OFC50FIN)



Price includes 50,000 monthly impressions
all excess prints at $.0066 each

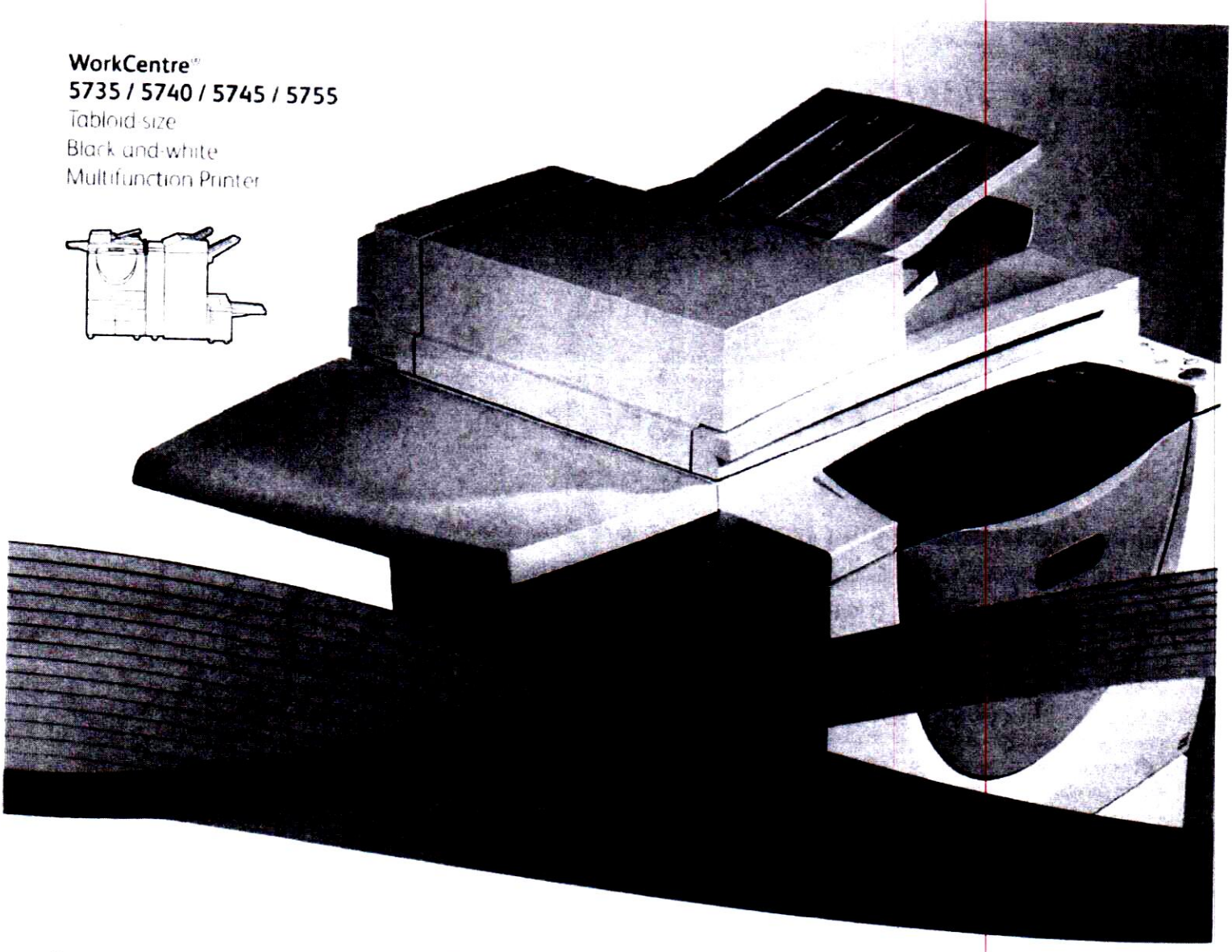
| | Monthly Base | Commodity Codes: |
|---|---|---|
| Equip Description/Qty | $ 0.00 | 985-13-29001-9 |
| 36 month term | $ 219.82 28 | 985-13-29002-7 |
| Cash Purchase | $ 7,913.52 | |

Contract includes:

- delivery & installation
- all supplies, except paper & specialty items – cardstock/transparencies not included

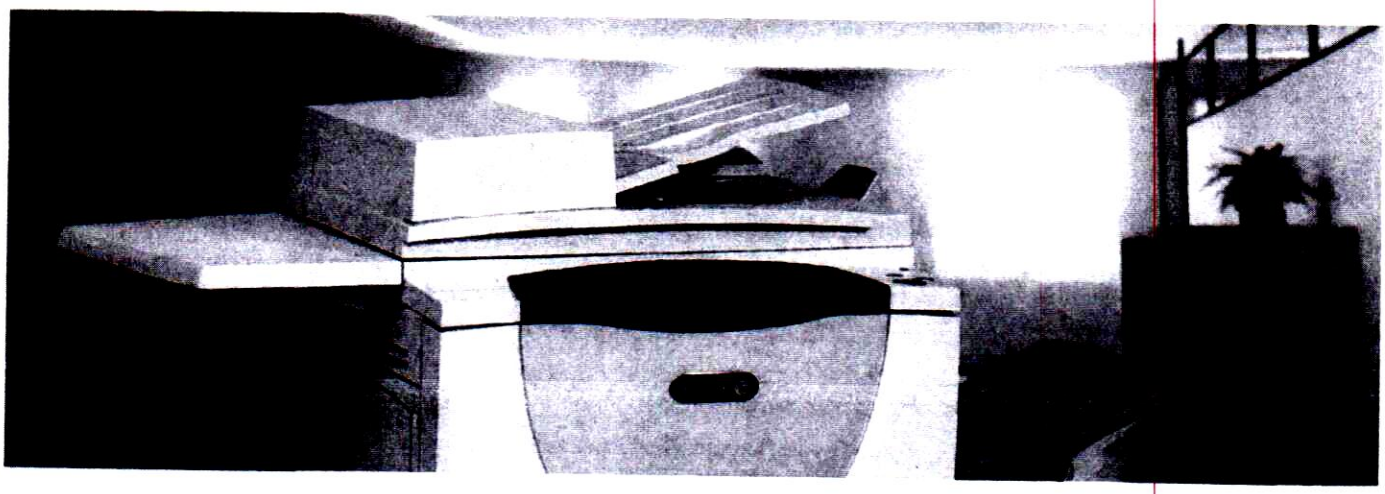
**WorkCentre®**
**5735 / 5740 / 5745 / 5755**
Tabloid size
Black-and-white
Multifunction Printer





# Xerox® WorkCentre®
# 5735 / 5740 / 5745 / 5755
# Multifunction Printer

## Raise your productivity, reduce costs, stay secure.



**Xerox Workflow Solutions** take your WorkCentre 5700 series multifunction printer to a higher level of office optimization.

## Your key to a simplified office.

Xerox Workflow Solutions connect users to the tools they need to make their information workflows faster, more efficient and more effective. Control access to information. Reduce the costs of information workflow and your organization's environmental impact. Enable new ways of working that streamline and accelerate business cycles and give you a competitive advantage.

Xerox Workflow Solutions give you measurably better ways of working with information no matter what industry, no matter how big or small your organization, and no matter where you operate.

Following are just a few examples of the many possible Xerox Workflow Solutions.

### Xerox® Scan to PC Desktop®

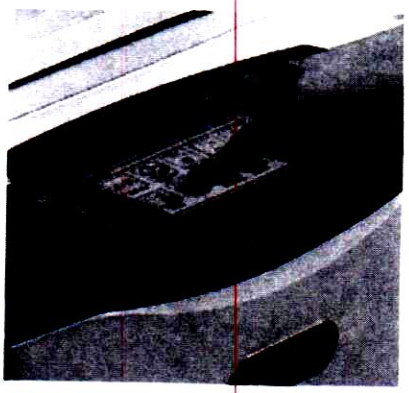
Developed by Nuance and Xerox, Scan to PC Desktop software bridges the gap between Microsoft Office documents, PDFs and paper. It allows you to customize the scanning menus on your WorkCentre 5700 series multifunction printer directly from your desktop. This makes it easy to securely scan to specific folders on your desktop, turning a shared multifunction printer into your own personal multifunction printer.

### Xerox® Secure Access Unified ID System®

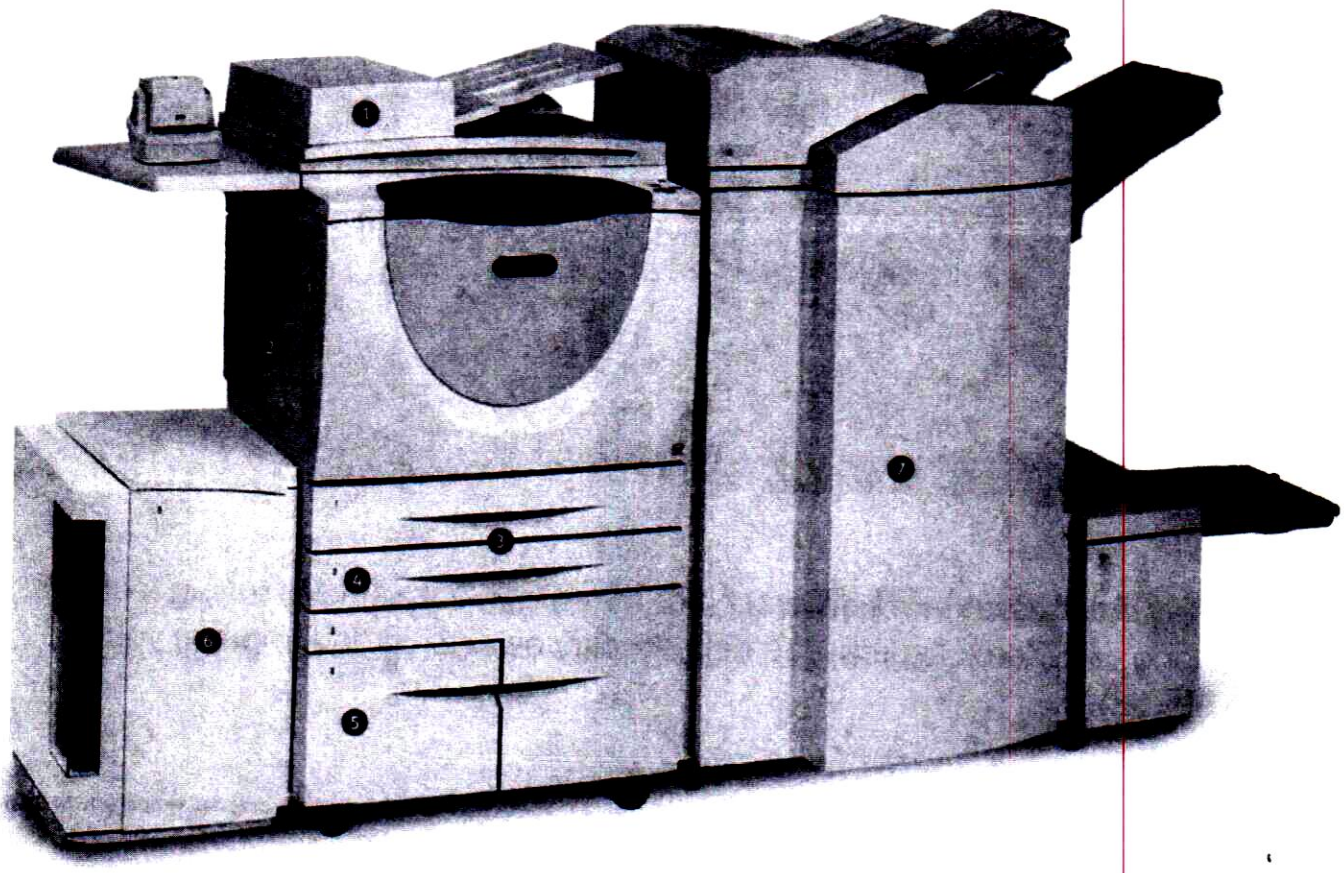
Secure Access integrates with your existing employee ID badge solution, allowing users to simply swipe their badge at the WorkCentre 5700 series multifunction printer to unlock access to features. Usage data can then be made available to other solutions for tracking, accounting and regulatory purposes. Follow-You™ print, a feature of Secure Access, allows you to send a document to a secure print queue, walk up to any printer on the network equipped with Secure Access, swipe your ID card and access the document for printing.

### ScanFlowStore®

ScanFlowStore software by Nuance® greatly reduces document processing time with its powerful Optical Character Recognition technology. Using template-based scanning, a user simply selects specific "zones" on a document from which data specific to industries such as healthcare, legal or financial, is captured and used for file naming, creating network folders, populating PDF properties, searching and retrieving, and routing scanned documents to their correct repositories.



Personalized solutions you access right from the touch screen interface.



**Paper Input**

1. Duplex Automatic Document Feeder automatically scans documents as fast as 80 spm.
2. 100-sheet Bypass Tray handles heavy paper up to 80 lb. cover.
3. Two 500-sheet universal trays are adjustable up to 11 x 17 in.
4. Optional Envelope Kit (replaces Tray 2) provides trouble-free feeding of 50 envelopes.
5. High-Capacity Tandem Tray holds a total of 3,600 sheets of letter-size paper.
6. 4,000-sheet letter-size High-Capacity Feeder (optional) can increase total capacity to 8,700 sheets. Or add the 2,000-sheet Short-Edge Kit in either letter/legal size or 11 x 17 in. size.

**Finishing Options**

7. Multiple finishing options let you add the capabilities that are right for individual workgroups. Choose basic features like staple and hole punch, or advanced capabilities to produce paginated, saddle-stitched and folded booklets and Z and C-folded brochures.



## WorkCentre® 5735 / 5740 / 5745 / 5755
### Quick Facts

- Print and copy up to 35 / 40 / 45 / 55 ppm
- Powerful scan features, including scan to email
- Fax solutions available, including walkup and Internet fax
- Maximum paper capacity: 8,700 sheets
- Xerox Extensible Interface Platform® (EIP)

Print / Copy / Scan / Fax / Email

11 x 17 in. / A3

55 ppm

**WxDxH:**
(configuration with OCT and DADF)
38 x 26 x 45 in.
955 x 650 x 1140 mm



# Take control of your costs.



**Xerox helps businesses work smarter, for less.** Get plenty of cost-saving features built-in, along with Xerox expertise to help simplify ownership and improve your printing efficiency.

## Boost your bottom line

Let our industry-leading technologies help you minimize time and money spent on device administration and upkeep.

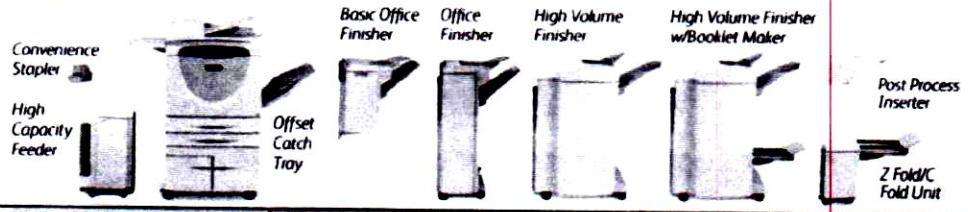
- **Control costs.** Xerox Standard Accounting monitors not only the pages your office produces, but also who produced them. Administrators can allocate user access and generate usage reports, providing the information you need to optimize device deployment and reduce costs.
- **Color scanning one of many value-packed features.** Scan your color documents as originally created and retain visually critical information. Then, use color scan to PDF to immediately distribute your color documents via email.
- **Finish documents in-house.** A host of advanced finishing options help you save on outsourcing costs by creating your finished documents right in the office.
- **Reduce service calls with Smart Kit® components.** Xerox Smart Kit technology predicts and prevents downtime by letting you know ahead of time when easy-to-change components need replacement.
- **Use less paper.** Two-sided printing, junk fax rejection, and efficient scanning workflows help you print less paper, and save more money.
- **Automated billing.** Job Based Accounting ensures accurate billing of device output to the correct department using one of several third-party billing solutions.
- **Streamline costs and simplify ownership.** The Smart eSolution suite of offerings manages time-consuming maintenance chores for you:

  **MeterAssistant®** collects and submits usage meter reads automatically.

  **SuppliesAssistant®** monitors consumables such as toner and ensures that you have the right amount on hand.

  **Maintenance Assistant™** offers a fast, free way to troubleshoot, report and resolve potential repair issues.

# WorkCentre® 5735 / 5740 / 5745 / 5755




| | WorkCentre 5735 / 5740 / 5745 / 5755 Copier | WorkCentre 5735 / 5740 / 5745 / 5755 Printer / Copier |
|---|---|---|
| **Speed** | Up to 35 / 40 / 45 / 55 ppm | |
| **System Memory** | 1 GB (includes 384 MB EPC and 640 MB ESS) | 1 GB (includes 384 MB EPC and 640 MB ESS), expandable to 2 GB (includes 1 GB EPC and 1 GB ESS) |
| **Paper Handling** Paper input Standard | **Duplex Automatic Document Handler (DADH):** 5735: 75 sheets (a Platen version is also available for the 5735); 5740 / 5745 / 5755: 100 sheets | |
| | **Bypass Tray:** 100 sheets; Custom sizes: 4.25 x 5.5 to 11 x 17 in. / A6 to A3; 16-58 lb. bond / 60-216 gsm | |
| | **Trays 1-2:** 500 sheets each; Custom sizes: 5.5 x 8.5 to 11 x 17 in. / A5 to A3; 16-53 lb. bond / 60-200 gsm | |
| Optional | **High Capacity Tandem Tray:** 3,600-sheet total (1,600 and 2,000 sheets); Size 8.5 x 11 in. / A4 | |
| | **High Capacity Feeder (HCF): 4,000-sheets; Size 8.5 x 11 in. / A4 long edge feed** | |
| | **HCF Kits (HCF required): 2,000-sheet 11 x 17 in. Short Edge Kit or 2,000-sheet Letter/Legal Short Edge Kit** | |
| | **Envelope Tray: Up to 50 envelopes: #10 commercial, monarch, DL, C5, custom, Large U.S., Postcard, A6** | |
| Finishing options | **Offset Catch Tray (available with 5735 / 5740 / 5745 / 5755): 300 sheets** | |
| | **Basic Office Finisher (available with 5735 / 5740 / 5745): 1,000 + 250-sheet trays, 30-sheet single-position stapling** | |
| | **Office Finisher (available with 5735 / 5740 / 5745 / 5755): 2,000 + 250-sheet trays, 50-sheet multiposition stapling, optional hole punch** | |
| | **High Volume Finisher (HVF) (available with 5740 / 5745 / 5755): 3,000 + 250-sheet trays, 100-sheet multiposition stapling, optional hole punch** | |
| | **High Volume Finisher with Booklet Maker (available with 5740 / 5745 / 5755): adds saddle-stitch booklet-making** | |
| | **Z Fold / C Fold Unit (with HVF with Booklet Maker): adds letter-size Z- and C-folding** | |
| | **Post Process Inserter (with HVF and with HVF with Booklet Maker): adds preprinted inserts** | |
| | **Convenience Stapler: 50-sheet stapling** | |
| **Copy** First-page-out-time | 5735: As fast as 4.7 seconds. 5740 / 5745 / 5755: As fast as 3.4 seconds | |
| Resolution (max) | 600 x 600 x 8 dpi input / 4800 x 600 dpi interpolated output | |
| Copy features | Automatic two-sided, Collation, Auto reduction / enlargement, Auto paper select, Auto tray switching, Image quality enhancement, Transparencies, Booklet creation, Multi-up, Invert image, Covers, ID Card Copy, Annotation and Bates Stamping, Build Job, Inserts and tab copying, Sample set, Job storage and reprint | |
| **Print** Resolution (max) | **Optional** | Up to 1200 x 1200 dpi |
| Processor | | 1.2 GHz Freescale dedicated / 80 GB Hard Drive shared |
| Connectivity | | Ethernet 10/100/1000 Base T, IEEE802.5 (Token Ring) [via third party adapter], Wireless Ethernet (IEEE802.11a/b/g) [via third party adapter], USB print |
| Page description languages | | PCL® 6, PCL® 5e emulation, PostScript® 3™ emulation, LCDS, SCS, XES and IPDS via third party transforms, Direct print TIFF, PDF, A/400 support via WorkStation Customization Objects |
| Print features | | Delay-, Sample-, Secure-, and Store-Print; Simultaneous rip, receive, program-ahead, queue-process and transmit; Bidirectional print drivers; Exception page programming; Tab printing; Embedded Web Server for remote control/monitor/setup; Job monitoring at device and at desktop |
| **Fax** | **Optional: Walkup Fax (33.6 Kbps, one-line and two-line [256 MB] options) with JBIG compression** | Internet Fax enablement, Network Server Fax enablement, Optional: Walkup Fax (33.6 Kbps, one-line and two-line [256 MB] options) with LAN Fax and Fax Forward to Email or File |
| **Scan** | **Optional** | **Optional: Black-and-white Network Scanning with Scan to Email (Authentication and LDAP), Scan to Mailbox, Scan to Home, Scan to searchable PDF, PDF/A, XPS, Additional options: Scan to PC Desktop®, SMARTsend®** / Standard: Color Network Scanning with Scan to Email (Authentication and LDAP), Scan to Mailbox, Scan to Home, Scan to searchable PDF, PDF/A, XPS, Additional options: Scan to PC Desktop®, SMARTsend® |
| **Security** | Fax Security (with Fax option) | Fax Security, Secure Print, 802.1x, HTTPS (SSL), SNMP V3, IPv6, IPsec, Network Authentication, Device Access Password Protection, IP Filtering, Audit Log, Disk Encryption, Disk Image Overwrite |
| **Accounting** | NA | Xerox Standard Accounting – Copy, Print, Fax; Optional: Network Accounting enablement (via 3rd Party) |
| **Other Options** | **Upgrade Kit to Copier/Printer, Foreign Device Interface*, Xerox Copier Assistant** | **Foreign Device Interface*, Xerox Copier Assistant, Fax / Scan / Accounting Partner Solutions, Xerox Unicode International Printing, Xerox Secure Access Unified ID System® with Follow You Print™, Common Access Card enablement (US only)** |

* The optional Foreign Device Interface enables external access and accounting via third-party magnetic card readers and coin devices.

EcoLogo. Multifunction Device CCD-035

Does not include 5735

For 5700 Series Printer/Copier and Printer/Copier/Scanner configurations. Includes Copier-Only configuration if fax is installed.

For more information, call **1-800-ASK-XEROX** or visit us at **www.xerox.com/office**

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**WorkCentre® 5735 / 5740 / 5745 / 5755**
Multifunction Printer

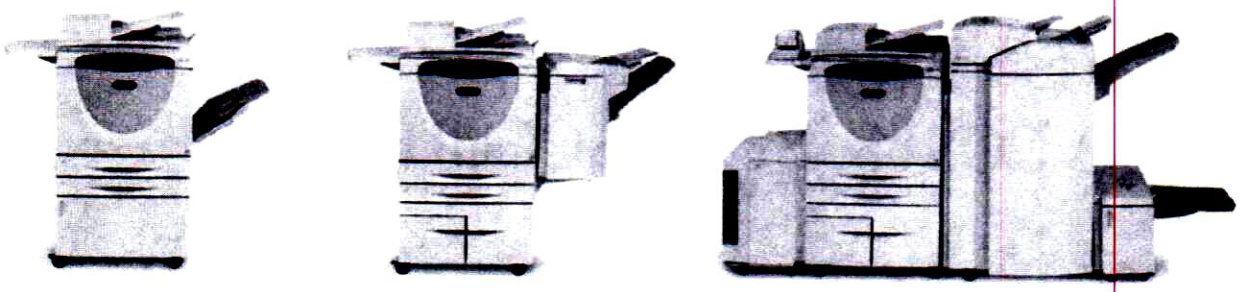
# A better way to get work done.

**Engineered to make your workgroup more productive.** WorkCentre 5700 series multifunction printers provide the right tools for the work you do every day, plus advanced capabilities that help you work smarter, cost-effectively and more securely.

## Office work optimized

Streamline your critical business processes and make your daily tasks faster and more efficient. From easy walk-up copying to powerful scan and fax capabilities — even full color scan to email — these multifunction printer works as hard as you do.

- **Dramatically increase your workflow efficiency.** Cutting-edge scanning functionality opens the door to better ways of getting work done. Scan to Email quickly distributes documents to multiple email addresses. Store files on the device, or in a personal directory. You can also scan documents to network folders, FTP sites and fax servers right from the device.
- **Scan to Mailbox** feature allows you to scan to a folder on the printer's hard drive to reprint on demand or retrieve via a web browser.
- **Easy archiving, organizing and searching.** With scan to searchable PDF or XPS files, you can create a fully text-searchable file and integrate it into your workflow process in one easy step.
- **Automatic file distribution.** The exclusive Xerox SMARTsend® scan, capture and distribution software option lets you route documents to multiple destinations — email, folders, document management systems or remote devices — from a single scan, using a pre-set workflow. LDAP capability can even integrate your network address book.
- **Quick access to frequently printed documents.** The Capture/Print, Save & Reprint feature lets you store scanned documents on the device for exact reprint later, while also retaining the flexibility to change document parameters before reprinting.
- **Extensive fax capabilities.** Network Server Fax enablement, Internet Fax enablement (to avoid long distance charges) and Walkup Fax with LAN Fax. With fax forward to email feature, incoming faxes can be automatically routed to any valid email address, device folder or network folder to save paper and speed retrieval.



**Increase office efficiency.** WorkCentre 5700 series multifunction printers have the power you need along with the work-saving features to help you get more done, in less time and with less effort.

## The power you need for more productivity

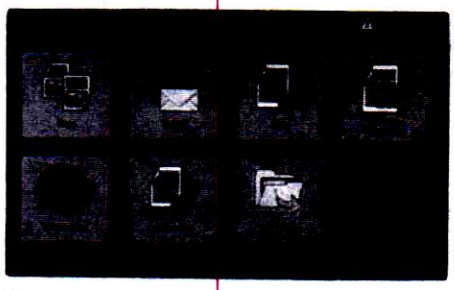
WorkCentre 5700 series multifunction printers stay on task and deliver optimum results no matter how demanding the workload.

- **The speed you need.** With ultra-fast copying and printing — choose from 35 ppm up to 55 ppm — there's more than enough speed to meet the needs of any busy department or workgroup.
- **Lab-tested performance.** According to laboratory testing, the advanced Xerox WorkCentre controller outperforms the competition when printing the documents business professionals work on every day.
- **Multitasking mastery.** Scan a job while another job prints. Send a fax while making copies. The powerful 1.2 GHz Freescale processor concurrently processes all jobs received, and performs multiple tasks simultaneously.
- **Your print job, your priority.** The Print Around feature eliminates extended printing delays by holding a job in need of resources (such as a different paper size) and printing the next job in the queue. If you need your work first, you can manage the job queue at the device by promoting or deleting jobs accordingly.
- **Significantly smaller scan files.** The latest scan-export compression technologies reduce traffic on the network and accelerate document delivery.

## Easy operation

Office life's a lot less complicated thanks to innovative Xerox features.

- **New color touch screen interface.** Provides the comfortable look and feel Xerox is known for and features bright, intuitive icons and easy access to all major functions directly from the home screen.
- **Less user intervention means less downtime.** More efficient toner lasts longer and can be replaced quickly by any user.
- **A help desk at your fingertips.** Get a wealth of helpful information — like tips for sending a scan via email — right from the touch screen interface.
- **A truly universal print driver.** Xerox Global Print Driver® (X-GPD) lets IT administrators install, upgrade and manage Xerox and non-Xerox devices from a single driver. It provides a consistent, easy-to-use interface for end-users, reducing the number of support calls, and simplifying print services management.
- **Advanced copy and print features.** Plenty of support for specialized print applications, such as Annotation, Bates Stamping, ID Card Copy, tab print capability and page-level programming.



Get instant access to all functions with the easy-to-follow touch screen interface.

## Conservation built-in

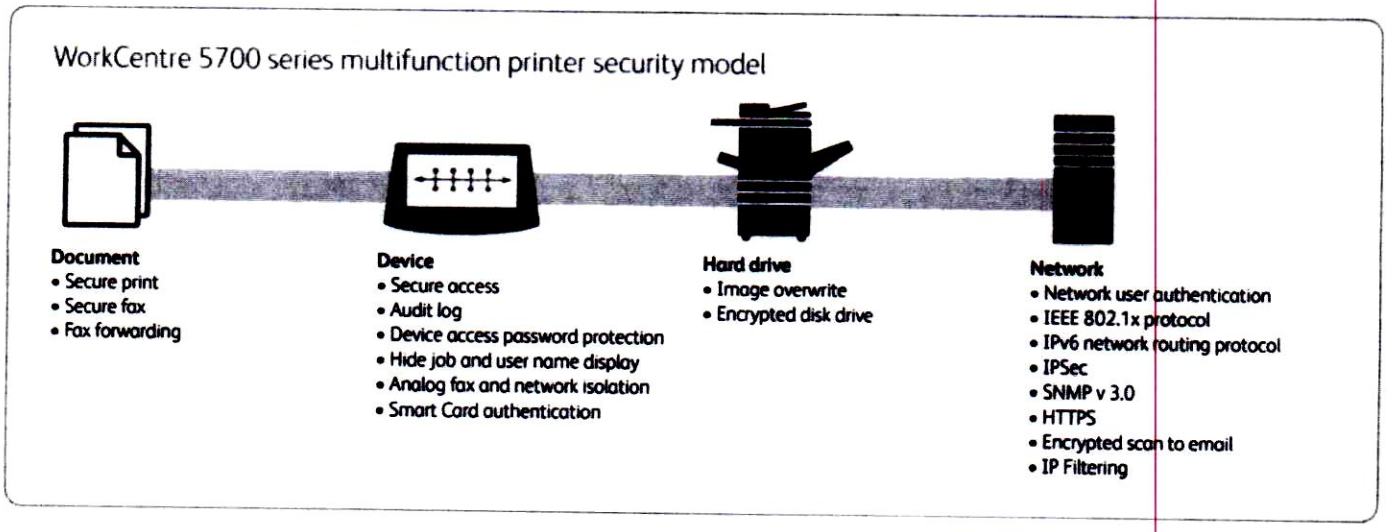
Get a powerful multifunction printer that is environmentally preferable.

- Power save with quick start-up conserves electricity during downtime while keeping the device ready for action.
- Full compliance with the EU Restriction of Hazardous Substances (RoHS) Directive* and the stringent 2009 ENERGY STAR® standards.
- Automatic paper-saving print settings allow for reduced impact on the environment. Options include default two-sided printing, proof print, recycled paper and draft mode.
- Stay earth-friendly. Our innovative new EarthSmart feature automatically chooses the most environmentally sensitive options for your job.

* All newly manufactured WorkCentre 5700 MFPs are fully RoHS compliant. There may be occasions when we will provide some equipment or spare parts which will not be fully RoHS compliant. This is necessary in order to minimize the detrimental environmental impacts that would occur if we prematurely dispose of those existing parts that fully comply with existing North American legal requirements. Fully RoHS compliant equipment and parts are available upon request for select customers.

# Security at every level.

**How much would it cost your business if the security of critical, sensitive information became compromised?** You can put your mind at ease. We have you covered with the industry's most advanced security technologies at all points of vulnerability.




## Secure your information

WorkCentre 5700 series multifunction printers boast numerous security features and options that employ the latest advancements in data protection technologies, ensuring that sensitive information stays confidential.

- **Submitted for full system Common Criteria (ISO 15480) Certification** ensures that the entire device, not just individual components, conforms to the most stringent security standards and regulations.
- **Secure Print** prevents unauthorized viewers from seeing documents by holding jobs in the print queue until the user is authenticated.
- **Xerox Secure Access Unified ID System®** uses card-based identification to authenticate authorized users when they insert an ID card.
- **Follow-You Print** lets you submit print jobs to a secure print queue and print them at the device of your choice, after ID authentication.
- **Smart Card technology.** WorkCentre 5700 series multifunction printers support the Smart Card technology used by the U.S. Department of Defense for its Common Access Card (CAC)* system, which protects against unauthorized access.

## Secure administration

Access device information and control enterprise-wide systems with an exceptional range of reporting and management tools.

- **Fast deployment and consistent uptime.** CentreWare® IS Embedded Web Server automates installation, troubleshooting, cloning and upgrading, providing virtually effortless device management. Plus, CentreWare® Web software manages an entire enterprise-wide print environment — regardless of manufacturer mix — and helps ensure all devices run smoothly and reliably.
- **Remote software upgrades.** Easily update your devices with the latest software and security patches and customize functionality to meet your business needs.
- **Third-party certification.** The WorkCentre 5700 series multifunction printers have received certified approval for use with software solutions from such industry leaders as Citrix Systems and MEDITECH.
- **Network authentication** restricts access to scan, email and network fax features by validating user names and passwords before use. Audit Log capabilities let you know who sent what, when.

*Available in the U.S. in certain configurations

98513290019 N/A 11604680204 XEROX CORPORATION
AUSTIN Mid Range I WorkCentre 5755APT & OFC50FIN: Base Unit Up to 55 PPM. Includes 4 Trays, Bypass Tray, DADF & Office Finisher, Print Controller, Color Scanning, Internet Fax & Network Server Fax Enablement.
TX ea 0.00 E3
First Choice XEROX
98513290027 N/A 11604680204 XEROX CORPORATION
AUSTIN Mid Range I W5755 & OFC50FIN: 36 Month Lease. Includes 50,000 Copies. Overage Charge Per Copy: $.0066
Each
TX mo 219.78 E3
First Choice XEROX

# Capital Lease Versus Operating Lease Test
# 2012

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

| | | | | | | | | | | 1 | 2 | 3a | 3b | 4a | 4b | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CC Date | Dept. No. | Installation Date | Serial Number | Lease / Property Schedule No. | Req. Number | Asset Module Asset ID No. | Lease Term Start Date | Model Description | Monthly Pymt Amount | Title Xfer at End of Lease? (Y/N) | Bargain Purchase Option? (Y/N) | Lease Term in Months | Est. Economic Useful Life in Months | Total Principal Pmts Over Lease Term | FMV of Leased Equip. at Lease Inception | Capital or Operating Lease? (Calculated Field) |
| 2/14/2012 | 160 | | XKP065112 | Purchasing | 209835 | 985-L2 | 2/14/2012 | WC7545P | $447.92 | N | N | 48 | 60 | $21,500.16 | $21,500.16 | Capital Lease |
| 3/20/2012 | | | | Human Services | 212267 | 985-L2 | 3/20/2012 | WC5765T | $366.80 | N | N | 36 | 60 | $13,204.80 | $13,204.80 | Capital Lease |
| 3/20/2012 | 340 | | | Health Dept | 208760 | 985-L2 | 3/20/2012 | WC7775P | $863.45 | N | N | 48 | 60 | $41,445.60 | $41,445.60 | Capital Lease |
| 5/8/2012 | 380 | | | Extention Service | 213913 | 958-L2 | 5/8/2012 | W5755T | $219.78 | N | N | 36 | 60 | $7,912.08 | $7,912.78 | Capital Lease |
| | | | | | | | | | | | | | | $0.00 | | |

**AI-32039** **12. H.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Elections Dept:
Requesting authority to enter into a 12-month software, maintenance/support agreement with Election Systems & Software, Inc. (ES&S) for the Elections Department through requisition # 211275 for the following services:

Coverages: 05/01/2012-04/30/2012
Firmware Usage Agrmt-iVotronic $33.60
GOLD-HDW Maint/support-IVOTR $98.40

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-414-00-130-001-0336

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

BUDGETARY IMPACT:

Attachments

Election & Systems & Software

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Tanya Delira Started On: 04/24/2012 09:40 AM

Final Approval Date: 04/25/2012

# Requisition

**Req # 00211275**

**PO #**

**Date: 02/13/12**

**Bill To:** x
x

**Vendor :** 219541
ELECTION SYSTEMS & SOFTWARE, INC.
6055 PAYSPHERE CIRCLE
CHICAGO IL 60674

**Ship To:** ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

**Contact:** Vero Lopez
956-318-2570

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 70.00 | | Firmware Usage Agrmt-iVotronic Coverage Date 05/01/12 - 04/30/13 | 33.60 | 2,352.00 |
| 70.00 | | GOLD- HDW Maint/Support iVotronic Coverage Date 05/01/12 - 04/30/13 | 98.40 | 6,888.00 |
| | | Account No | Encumbrance | |
| | | 2-1100-414-00-130-001-0-336 | 9,240.00 | |
| | | | Freight | .00 |
| | | | Total | 9,240.00 |
| | | DO NOT DUPLICATE ORDER | | |

**Authorized By:** _____

**Election Systems & Software**
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

2-10-12

| INVOICE NO | PAGE |
|---|---|
| 796148 | 1 |
| INVOICE DATE | |
| 02/02/12 | |

BILL TO:
HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO:
HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

| ACCOUNT NO. | CUSTOMER P.O. NUMBER | TERMS | ORDER NO. | SALES REP. | SHIP VIA |
|---|---|---|---|---|---|
| H31042 | HMA/FMA 2012-2013 | NET 90 DA | 869481 | 2861 | ES&S DEL |

| QTY. ORDERED | DESCRIPTION | UNIT PRICE | UOM / DISC. % | EXTENDED PRICE |
|---|---|---|---|---|
| | Coverage Date 05/01/12-04/30/13 | | | |
| | Election Ref: NA | | | |
| 70 | Firmware Usage Agrmt-iVotronic | 33.600000 | EA | 2,352.00 |
| 70 | GOLD-HDW MAINT/SUPPORT-IVOTR | 98.400000 | EA | 6,888.00 |

| | | |
|---|---|---|
| 0 | USD | .00 |
| | | .00 |
| | | .00 |
| FREIGHT DISCOUNT | | .00 |
| SHIPPING & HANDLING | | .00 |
| TOTAL | | 9,240.00 USD |

| INVOICE NO. | ACCOUNT NO. | AMOUNT |
|---|---|---|
| 796148 | H31042 | 9,240.00 USD |

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!

Election Systems & Software
(877) 377-8683

**AI-32043** **12. I.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Elections Department:
Requesting authority to enter into a 12-month sotware, maintenance/support agreement with Elections Systems & Software, Inc. (ES&S) for the Elections Department through requisition #214972 for the following services:

Sftwr Main Agrmt-Unity BIM Ballot Image Manager $2,431.01
Sftwr Main Agrmt-Unity EDM Election Data Manager $3,038.76
Sftwr Maint Agrmt-Unity HPM Hardware Programming Manager $12,155.06
Sftwr Maint Agrmt-Unity BOD Ballot on Demand $1,215.51
Sftwr Maint Agrmt-Unity IVIM Ivotronic Image Manager
In the total amount of $21,879.10/yr

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-414-00-130-001-0-336

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

BUDGETARY IMPACT:

Attachments

Elections Systems & Software 214972

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Tanya Delira Started On: 04/24/2012 02:51 PM

Final Approval Date: 04/25/2012

# Requisition

**Req # 00214972**

**PO #**

**Date: 04/24/12**

**Bill To:** x
x

**Vendor :** 219541
ELECTION SYSTEMS & SOFTWARE, INC.
6055 PAYSPHERE CIRCLE
CHICAGO IL 60674

**Ship To:** ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

**Contact:** **Mel Esparza**
**956-318-2570**

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 1.00 | | Coverage Date 07/01/12-06/30/13; Election Ref: NA | | .00 |
| 1.00 | | Sftwr Maint Agrmt-Unity BIM Ballot Image Manager | 2,431.01 | 2,431.01 |
| 1.00 | | Sftw Maint Agrmt-Unity EDM Election Data Manager | 3,038.76 | 3,038.76 |
| 1.00 | | Sftwr Maint Agrmt-Unity HPM Hardware Programming Manager | 12,155.06 | 12,155.06 |
| 1.00 | | Sftwr Maint Agrmt-BOD Ballot on Demand | 1,215.51 | 1,215.51 |
| 1.00 | | Sftwr Maint Agrmt-Unity IVIM Ivotronic Image Manager | 3,038.76 | 3,038.76 |
| | | Account No | Encumbrance | |
| | | 2-1100-414-00-130-001-0-336 | 21,879.10 | |
| | | | Freight | .00 |
| | | | Total | 21,879.10 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

REC'D APR 1 0 2012

Election Systems & Software
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

| INVOICE NO. | PAGE |
|---|---|
| 804449 | 1 |

| INVOICE DATE |
|---|
| 04/03/12 |

BILL TO:

Hidalgo County, Texas
Elections Administration Bldg
101 S 10th St

Edinburg, TX 78539-4340

SHIP TO:

Hidalgo County, Texas
Elections Administration Bldg
101 S 10th St

Edinburg, TX 78539-4340

| ACCOUNT NO. | CUSTOMER P.O. NUMBER | TERMS | ORDER NO. | SALES REP. | SHIP VIA |
|---|---|---|---|---|---|
| | | | | | |

| QTY. ORDERED | DESCRIPTION | UNIT PRICE | UOM / DISC. % | EXTENDED PRICE |
|---|---|---|---|---|
| | Coverage Date 07/01/12-06/30/13<br>Election Ref: NA | | | |
| 1 | Sftwr Maint Agrmt-Unity BIM<br>Ballot Image Manager | 2431.010000 | EA | 2,431.01 |
| 1 | Sftw Maint Agrmt-Unity EDM<br>Election Data Manager | 3038.760000 | EA | 3,038.76 |
| 1 | Sftwr Maint Agrmt-Unity HPM<br>Hardware Programming Manager | 12155.060000 | EA | 12,155.06 |
| 1 | Sftwr Maint Agrmt-BOD<br>Ballot on Demand | 1215.510000 | EA | 1,215.51 |
| 1 | Sftwr Maint Agrmt-Unity IVIM<br>Ivotronic Image Manager | 3038.760000 | EA | 3,038.76 |

| | |
|---|---|
| TX USD | .00 |
| | .00 |
| | .00 |
| FREIGHT DISCOUNT | .00 |
| SHIPPING & HANDLING | .00 |
| TOTAL | 21,879.10 USD |

| 804449 | H31042 | 21,879.10 USD |
|---|---|---|

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!

Election Systems & Software
(877) 377-8683

**AI-31971** **12. J.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Approval of Request for Payment-Application No. 2 in the amount of $244,374.20 from D. Wilson Construction Co. awarded contractor for the, "Construction of the Sheriff's Office Substation in the Pct 1 Area", and as certified for payment by project architect, Gignac & Associates-C-11-032-01-20.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-13XX-423-00-280-036-0-7XX

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

BUDGETARY IMPACT:

PO# 670920 available balance as of 4-19-12 $3,197,004.00 for D. Wilson Construction Co.

Available by Object Code:

2-1336-423-00-280-036-0-720 $2,313,692.91
2-1342-423-00-280-036-0-720 $ 366,436.24
2-1342-423-00-280-036-0-739 $ 516,874.85

## Attachments

Payment Application No. 2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/19/2012 01:43 PM |
| Budget & Management | Merlen P. Munoz | 04/19/2012 02:02 PM |
| Manuel Chapa | Manuel Chapa | 04/20/2012 10:30 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Rocio Villarreal Started On: 04/18/2012 03:15 PM

Final Approval Date: 04/25/2012

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 12-523

TO OWNER: Hidalgo County Sheriff's Department
Attn.: Juan Tapia, Procurement Specialist
711 El Cibolo Road
Edinburg TX 78540

PROJECT: New Sherrif's substation

APPLICATION NO.: Two R1
PERIOD TO: 3/31/2012
Contract No:
Job Order No.:
CONTRACT DATE: 1/24/2012

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

VIA: Gignac & Associates
Attn: Juan Mujica, PM
222 East Van Buren, Suite 102
Harlingen, TX 78550

CONTRACT FOR: General Construction

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | $ 3,390,000.00 |
| 2. Net Change by Change Orders | | — |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | | 3,390,000.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on ) | | 450,232.00 |
| 5. RETAINAGE: | | |
| a. 5% of Completed Work (Columns D + E on Continuation Sheet) | $ 19,934.80 | |
| b. 5% of Stored Material (Column F on Continuation Sheet) | 2,576.80 | |
| Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet) | | 22,511.60 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | | 427,720.40 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | 183,346.20 |
| 8. CURRENT PAYMENT DUE | | $ 244,374.20 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | $ 2,962,279.60 | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $ — | $ — |
| Total approved this Month | — | — |
| TOTALS | — | — |
| NET CHANGES by Change Order | | $ — |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: _____ Date: April 3, 2012

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 3rd day of April, 2012

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public Norma Irene Espinoza
My Commission expires 06/08/15

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** $ 244,374.20

*(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)*

ARCHITECT:

By: _____ Date: 4.4.12

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| | | |
|---|---|---|
| 12-52Two R1 | Total Billed this period | 257,236.00 |
| | Retainage this period | (12,861.80) |
| | Net billing this period | 244,374.20 |

4/12/12

Sherriff's Office Substation
Job # .12-523
Retainage 5%

Application No.: Two R1
Application Date: 3/31/2012
Period From: 3/1/2012
To: 3/31/2012

| Item No. | Description Of The Work | Scheduled Value | Work Completed Previous | Work Completed This Period | Stored Materials | Total Amount | Percent Complete | Balance To Finish | Retainage |
|---|---|---|---|---|---|---|---|---|---|
| | **720 Building** | | | | | | | | |
| 01-010 | General Conditions | 164,700.00 | 10,000.00 | 9,900 | — | 19,900.00 | 12% | 144,800.00 | 995.00 |
| 01-011 | Mobilization | 10,000.00 | 10,000.00 | — | — | 10,000.00 | 100% | — | 500.00 |
| 01-870 | Bond | 37,300.00 | 37,300.00 | — | — | 37,300.00 | 100% | — | 1,865.00 |
| 01-871 | Builder's Risk Policy | 5,000.00 | 5,000.00 | — | — | 5,000.00 | 100% | — | 250.00 |
| 01-874 | Liability insurance | 18,050.00 | 18,050.00 | — | — | 18,050.00 | 100% | — | 902.50 |
| 02-000 | **Site Work** | | | | | | | | |
| 02-101 | Site clearing & stripping | 16,326.00 | 16,326.00 | — | — | 16,326.00 | 100% | — | 816.30 |
| 02-102 | Excavation & backfill, labor | 7,000.00 | 7,000.00 | — | — | 7,000.00 | 100% | — | 350.00 |
| 02-103 | Excavation & backfill, material | 7,000.00 | 7,000.00 | — | — | 7,000.00 | 100% | — | 350.00 |
| 02-104 | Embankment, labor | 7,000.00 | — | 7,000 | — | 7,000.00 | 100% | — | 350.00 |
| 02-105 | Embankment, material | 674.00 | — | 674 | — | 674.00 | 100% | — | 33.70 |
| 02-106 | Select material, material | 6,000.00 | 6,000.00 | — | — | 6,000.00 | 100% | — | 300.00 |
| 02-107 | Earthwork, labor | 8,000.00 | 8,000.00 | — | — | 8,000.00 | 100% | — | 400.00 |
| 02-280 | Termite Control | 1,426.00 | — | 1,426 | — | 1,426.00 | 100% | — | 71.30 |
| 02-530 | Splashblocks | 775.00 | — | — | — | — | | 775.00 | |
| | **Concrete** | | | | | | | | |
| 03-070 | Concrete Material | 64,598.00 | — | 25,839 | — | 25,839.00 | 40% | 38,759.00 | 1,291.95 |
| 03-100 | Concrete Labor | 42,350.00 | — | 16,940 | — | 16,940.00 | 40% | 25,410.00 | 847.00 |
| 03-100 | Concrete Labor, form work | 2,000.00 | — | 800 | — | 800.00 | 40% | 1,200.00 | 40.00 |
| 03-110 | Concrete Pump | 5,776.00 | — | 5,776 | — | 5,776.00 | 100% | — | 288.80 |
| 03-200 | Rebar | 66,000.00 | 26,096.00 | — | 12,080 | 38,176.00 | 58% | 27,824.00 | 1,908.80 |
| 03-250 | Concrete Accessories (Building slab) | 5,000.00 | — | 5,000 | — | 5,000.00 | 100% | — | 250.00 |
| | **Masonry** | | | | | | | | |
| 04-101 | Masonry, mobilization | 7,488.00 | — | 7,488 | — | 7,488.00 | 100% | — | 374.40 |
| 04-102 | Masonry, CMU, labor | 51,622.00 | — | — | — | — | | 51,622.00 | |
| 04-103 | Masonry, CMU, material | 65,239.00 | — | — | 39,456 | 39,456.00 | 60% | 25,783.00 | 1,972.80 |
| 04-104 | Exterior veneer, labor | 16,044.00 | — | — | — | — | | 16,044.00 | |
| 04-105 | Exterior veneer, material | 17,437.00 | — | — | — | — | | 17,437.00 | |
| 04-106 | Sculpt stone Capstone Custom Medallion | 12,450.00 | — | — | — | — | | 12,450.00 | |
| 04-107 | Plaster | 3,640.00 | — | — | — | — | | 3,640.00 | |
| 04-108 | Damproofing & ridgid board insulation, labor | 7,469.00 | — | — | — | — | | 7,469.00 | |
| 04-109 | Damproofing & ridgid board insulation, materia | 13,119.00 | — | — | — | — | | 13,119.00 | |

Sherriff's Office Substation
Job # 12-523
Retainage 5%

Application No.: Two R1
Application Date: 3/31/2012
Period From: 3/1/2012
To: 3/31/2012

| Item No. | Description Of The Work | Scheduled Value | Work Completed Previous | Work Completed This Period | Stored Materials | Total Amount | Percent Complete | Balance To Finish | Retainage |
|---|---|---|---|---|---|---|---|---|---|
| | **720 Building** | | | | | | | | |
| 04-109 | Masonry Rebar | 14,000.00 | — | — | — | — | | 14,000.00 | |
| 04-110 | Masonry Weldon Labor | 3,250.00 | — | — | — | — | | 3,250.00 | |
| 04-112 | Epoxy Rebar | 4,200.00 | — | — | — | — | | 4,200.00 | |
| | **Steel** | | | | | | | | |
| 05-101 | Detailing / Engineering | 10,941.00 | 10,941.00 | — | — | 10,941.00 | 100% | — | 547.05 |
| 05-102 | Structural / Misc. Steel | 114,157.00 | — | 8,200 | — | 8,200.00 | 7% | 105,957.00 | 410.00 |
| 05-103 | Joist/ deck | 35,129.00 | — | — | — | — | | 35,129.00 | |
| 05-104 | Erection - Structural / Misc.Steel | 29,441.00 | — | — | — | — | | 29,441.00 | |
| 05-105 | Erection - Joist | 6,945.00 | — | — | — | — | | 6,945.00 | |
| 05-106 | Erection - Deck | 5,466.00 | — | — | — | — | | 5,466.00 | |
| 05-107 | Pipe Bollards | 3,432.00 | — | 700 | — | 700.00 | 20% | 2,732.00 | 35.00 |
| 05-108 | Roof Hatch / Ladder | 854.00 | — | — | — | — | | 854.00 | |
| | **Architectural woodwork** | | | | | | | | |
| 06-400 | Shop Drawing Submittals | 1,000.00 | — | — | — | — | | 1,000.00 | |
| 06-400 | Base Cabinets | 6,630.00 | — | — | — | — | | 6,630.00 | |
| 06-400 | Upper Cabinets | 3,034.00 | — | — | — | — | | 3,034.00 | |
| 06-400 | Tall Open Shelving | 15,136.00 | — | — | — | — | | 15,136.00 | |
| 06-400 | Support Panels/Skirts/Sink Panels | 880.00 | — | — | — | — | | 880.00 | |
| 06-400 | Plastic Laminate Counter Tops | 2,320.00 | — | — | — | — | | 2,320.00 | |
| 06-400 | Delviery & Installation | 3,000.00 | — | — | — | — | | 3,000.00 | |
| 07-000 | **Moisture Protection** | | | | | | | | |
| 07-150 | Bituminous Dampproofing | 82,359.00 | — | — | — | — | | 82,359.00 | |
| 07-180 | Water Repellants | 2,000.00 | — | — | — | — | | 2,000.00 | |
| 07-900 | Exterior caulking | 3,500.00 | — | — | — | — | | 3,500.00 | |
| | **Soffit and Aluminum Panel** | | | | | | | | |
| 07-410 | Soffits, labor | 27,813.00 | — | — | — | — | | 27,813.00 | |
| 07-432 | Soffits, material | 48,296.00 | — | — | — | — | | 48,296.00 | |
| 07-410 | Aluminum Composite Metal Panel System, lab | 23,127.00 | — | — | — | — | | 23,127.00 | |
| 07-432 | Aluminum Composite Metal Panel System mat | 41,114.00 | — | — | — | — | | 41,114.00 | |

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: Two R1
Application Date: 3/31/2012
Period From: 3/1/2012
To: 3/31/2012

| Item No. | Description Of The Work | Scheduled Value | Work Completed Previous | Work Completed This Period | Stored Materials | Total Amount | Percent Complete | Balance To Finish | Retainage |
|---|---|---|---|---|---|---|---|---|---|
| | **720 Building** | | | | | | | | |
| | **Roofing** | | | | | | | | |
| 07-500 | Modified Bitumen Membrane Roofing, labor | 57,211.00 | — | — | — | — | | 57,211.00 | |
| 07-500 | Modified Bitumen Membrane Roofing, mat. | 142,418.00 | — | — | — | — | | 142,418.00 | |
| 07-500 | Sheet metal installation | 2,724.00 | — | — | — | — | | 2,724.00 | |
| 07-500 | Sheet metal shop fabrication | 5,647.00 | — | — | — | — | | 5,647.00 | |
| 07-720 | Security Series Roof Hatch | 2,800.00 | — | — | — | — | | 2,800.00 | |
| | **Doors and Windows** | | | | | | | | |
| 08-100 | Hollow Metal Frames | 6,500.00 | — | — | — | — | | 6,500.00 | |
| 08-100 | Hollow Metal Doors | 5,500.00 | — | — | — | — | | 5,500.00 | |
| 08-101 | Frame/Door/Hdware Labor | 6,520.00 | — | — | — | — | | 6,520.00 | |
| 08-200 | Flush Wood Doors | 11,000.00 | — | — | — | — | | 11,000.00 | |
| 08-700 | Finish Hardware | 25,000.00 | — | — | — | — | | 25,000.00 | |
| | **Detention doors** | | | | | | | | |
| 08-322 | Detention Doors and Frames | 100,000.00 | — | — | — | — | | 100,000.00 | |
| | **Overhead doors** | | | | | | | | |
| 08-360 | Overhead Coiling Doors, labor | 1,500.00 | — | — | — | — | | 1,500.00 | |
| 08-360 | Overhead Coiling Doors, material | 9,500.00 | — | — | — | — | | 9,500.00 | |
| 08-625 | Solatubes | 2,882.00 | — | — | — | — | | 2,882.00 | |
| | **Glass & glazing** | | | | | | | | |
| 08-800 | Aluminum Framed Storefronts, labor | 12,190.00 | — | — | — | — | | 12,190.00 | |
| 08-800 | Aluminum Framed Storefronts, materials | 35,462.00 | — | — | — | — | | 35,462.00 | |
| 08-800 | Glass & glazing, labor | 9,974.00 | — | — | — | — | | 9,974.00 | |
| 08-800 | Glass & glazing, materials | 31,029.00 | — | — | — | — | | 31,029.00 | |
| 08-800 | Bullet resistant barriers, labor | 28,000.00 | — | — | — | — | | 28,000.00 | |
| 08-800 | Bullet resistant barriers, materials | 51,345.00 | — | — | — | — | | 51,345.00 | |
| 09-000 | **Finishes** | | | | | | | | |
| 09-100 | **Drywall, ceiling and insulation** | | | | | | | | |
| 09-101 | Metal Stud (Material) | 14,565.00 | — | — | — | — | | 14,565.00 | |
| 09-102 | Metal Stud (Labor) | 12,187.00 | — | — | — | — | | 12,187.00 | |
| 09-103 | Rigid Board Insulation (Material) | 8,366.00 | — | — | — | — | | 8,366.00 | |
| 09-104 | Ragad Board Insulation (Labor) | 2,071.00 | — | — | — | — | | 2,071.00 | |
| 09-105 | Sheathing(Material) | 3,062.00 | — | — | — | — | | 3,062.00 | |
| 09-106 | Sheathing (labor) | 1,987.00 | — | — | — | — | | 1,987.00 | |

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: Two R1
Application Date: 3/31/2012
Period From: 3/1/2012
To: 3/31/2012

| Item No. | Description Of The Work | Scheduled Value | Work Completed Previous | Work Completed This Period | Stored Materials | Total Amount | Percent Complete | Balance To Finish | Retainage |
|---|---|---|---|---|---|---|---|---|---|
| | **720 Building** | | | | | | | | |
| 09-107 | Wall Insulation (Material) | 1,870.00 | — | — | — | — | | 1,870.00 | |
| 09-108 | Wall Insulation (Labor) | 799.00 | — | — | — | — | | 799.00 | |
| 09-109 | Drywall (Material) | 8,872.00 | — | — | — | — | | 8,872.00 | |
| 09-110 | Drywall (Labor) | 9,629.00 | — | — | — | — | | 9,629.00 | |
| 09-111 | Suspended gypboard. Ceiling (Material) | 4,207.00 | — | — | — | — | | 4,207.00 | |
| 09-112 | Suspended gypboard. Ceiling (Labor) | 2,232.00 | — | — | — | — | | 2,232.00 | |
| 09-113 | Suspended acoustical ceiling (Material) | 7,424.00 | — | — | — | — | | 7,424.00 | |
| 09-114 | Suspended acoustical ceiling (Labor) | 2,394.00 | — | — | — | — | | 2,394.00 | |
| 09-115 | Rough Carpentry (Material) | 11,125.00 | — | — | — | — | | 11,125.00 | |
| 09-116 | Rough Carpentry (labor) | 9,060.00 | — | — | — | — | | 9,060.00 | |
| 09-117 | General Labor | 6,000.00 | — | — | — | — | | 6,000.00 | |
| | **Ceramic Tile & Flooring** | | | | | | | | |
| 02-510 | Commercial tile VCT, labor | 2,385.00 | — | — | — | — | | 2,385.00 | |
| 02-510 | Commercial tile VCT, material | 6,558.00 | — | — | — | — | | 6,558.00 | |
| 02-510 | Carpet, labor | 540.00 | — | — | — | — | | 540.00 | |
| 02-510 | Carpet, material | 3,240.00 | — | — | — | — | | 3,240.00 | |
| 02-510 | Ceramic porcelain, labor | 1,750.00 | — | — | — | — | | 1,750.00 | |
| 02-510 | Ceramic porcelain, material | 3,750.00 | — | — | — | — | | 3,750.00 | |
| 09-300 | Restroom ceramic, labor | 4,416.00 | — | — | — | — | | 4,416.00 | |
| 09-600 | Restroom ceramic, material | 10,100.00 | — | — | — | — | | 10,100.00 | |
| 02-510 | Vinyl cove base, labor | 893.00 | — | — | — | — | | 893.00 | |
| 02-510 | Vinyl cove base, material | 1,805.00 | — | — | — | — | | 1,805.00 | |
| | **Painting** | | | | | | | | |
| 09-900 | Painting, material | 21,550.00 | — | — | — | — | | 21,550.00 | |
| 09-900 | Painting, labor | 13,450.00 | — | — | — | — | | 13,450.00 | |
| 10-000 | **Specialties** | | | | | | | | |
| 10-100 | Visual Display Boards | 2,000.00 | — | — | — | — | | 2,000.00 | |
| 10-101 | Visual Display Boards, Labor | 275.00 | — | — | — | — | | 275.00 | |
| 10-200 | Horizontal Louvers | 3,820.00 | — | — | — | — | | 3,820.00 | |
| 10-431 | Defibrillator | 1,785.00 | — | — | — | — | | 1,785.00 | |

Sherriff's Office Substation
Job # 12-523
Retainage 5%

Application No.: Two R1
Application Date: 3/31/2012
Period From: 3/1/2012
To: 3/31/2012

| Item No. | Description Of The Work | Scheduled Value | Work Completed Previous | Work Completed This Period | Stored Materials | Total Amount | Percent Complete | Balance To Finish | Retainage |
|---|---|---|---|---|---|---|---|---|---|
| | **720 Building** | | | | | | | | |
| 10-437 | Signage | 4,144.00 | — | — | — | — | | 4,144.00 | |
| 10-438 | Signage Labor | 1,050.00 | — | — | — | — | | 1,050.00 | |
| 10-500 | Metal Lockers, labor | 2,500.00 | — | — | — | — | | 2,500.00 | |
| 10-500 | Metal Lockers, material | 10,000.00 | — | — | — | — | | 10,000.00 | |
| 10-520 | Fire extinguishers | 679.00 | — | — | — | — | | 679.00 | |
| 10-520 | Fire extinguishers, labor | 250.00 | — | — | — | — | | 250.00 | |
| 10-600 | Toilet Compartments | 2,700.00 | — | — | — | — | | 2,700.00 | |
| 10-600 | Toilet Compartments Labor | 470.00 | — | — | — | — | | 470.00 | |
| 10-800 | Toilet and Bath Accessories | 2,400.00 | — | — | — | — | | 2,400.00 | |
| 10-800 | Toilet and Bath Accessories Labor | 1,350.00 | — | — | — | — | | 1,350.00 | |
| 10-812 | Detention Toilet Accessories | 1,315.00 | — | — | — | — | | 1,315.00 | |
| 10-812 | Detention Toilet Accessories Labor | 450.00 | — | — | — | — | | 450.00 | |
| 15-000 | **MEP** | | | | | | | | |
| | **Plumbing** | | | | | | | | |
| 15-101 | Plumbing Mobilization | 2,500.00 | — | 2,500 | — | 2,500.00 | 100% | — | 125.00 |
| 15-102 | Plumbing Fixtures & Equipment, Material | 36,000.00 | — | — | — | — | | 36,000.00 | |
| 15-103 | Plumbing Fixtures & Equipment, Labor | 15,000.00 | — | — | — | — | | 15,000.00 | |
| 15-104 | Plumbing Drains And Carriers, Material | 2,000.00 | — | 2,000 | — | 2,000.00 | 100% | — | 100.00 |
| 15-105 | Plumbing Drains And Carriers, Labor | 1,000.00 | — | 1,000 | — | 1,000.00 | 100% | — | 50.00 |
| 15-106 | Plumbing Sanitary Underground, Material | 5,000.00 | — | 5,000 | — | 5,000.00 | 100% | — | 250.00 |
| 15-107 | Plumbing Sanitary Underground, Labor | 6,000.00 | — | 6,000 | — | 6,000.00 | 100% | — | 300.00 |
| 15-108 | Plumbing Sanitary Top Out, Material | 1,750.00 | — | — | — | — | | 1,750.00 | |
| 15-109 | Plumbing Sanitary Top Out, Labor | 750.00 | — | — | — | — | | 750.00 | |
| 15-110 | Plumbing Storm Sewer Underground, Material | 2,000.00 | — | — | — | — | | 2,000.00 | |
| 15-111 | Plumbing Storm Sewer, Labor | 1,000.00 | — | — | — | — | | 1,000.00 | |
| 15-112 | Plumbing Domestic Water, Material | 16,000.00 | — | — | — | — | | 16,000.00 | |
| 15-113 | Plumbing Domestic Water, Labor | 11,000.00 | — | — | — | — | | 11,000.00 | |
| 15-114 | Sand-Oil Interceptor Equipment, Material | 5,000.00 | — | 5,000 | — | 5,000.00 | 100% | — | 250.00 |
| | **Fire Sprinkler** | | | | | | | | |
| 15-301 | Engineering | 2,800.00 | — | — | — | — | | 2,800.00 | |
| 15-302 | Shop labor | 3,500.00 | — | — | — | — | | 3,500.00 | |

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: Two R1
Application Date: 3/31/2012
Period From: 3/1/2012
To: 3/31/2012

| Item No. | Description Of The Work | Scheduled Value | Work Completed Previous | Work Completed This Period | Stored Materials | Total Amount | Percent Complete | Balance To Finish | Retainage |
|---|---|---|---|---|---|---|---|---|---|
| | **720 Building** | | | | | | | | |
| 15-303 | Inside material | 12,544.00 | — | — | — | — | | 12,544.00 | |
| 15-304 | Inside labor | 6,000.00 | — | — | — | — | | 6,000.00 | |
| | **HVAC** | | | | | | | | |
| 15-501 | Mobilization: | 10,000.00 | — | — | — | — | | 10,000.00 | |
| | **Project Management:** | | | | | | | | |
| 15-503 | Project Management | 4,000.00 | — | — | — | — | | 4,000.00 | |
| 15-504 | Material - Submittals | 2,500.00 | — | 1,750 | — | 1,750.00 | 70% | 750.00 | 87.50 |
| 15-505 | Permit | 2,000.00 | — | 2,000 | — | 2,000.00 | 100% | — | 100.00 |
| 15-506 | Equipment Rental | 3,000.00 | — | — | — | — | | 3,000.00 | |
| 15-507 | Overhead & Profit | 4,000.00 | — | — | — | — | | 4,000.00 | |
| 15-508 | Bond | — | — | — | — | — | | — | |
| 15-509 | Allowance | — | — | — | — | — | | — | |
| 15-510 | Project Meetings | 1,000.00 | — | — | — | — | | 1,000.00 | |
| 15-511 | **Sheetmetal Duct:** | | | | | | | | |
| 15-512 | Material - Prefab Sheet Metal | 9,000.00 | — | 7,000 | — | 7,000.00 | 78% | 2,000.00 | 350.00 |
| 15-513 | Labor for Prefab Sheet Metal | 9,000.00 | — | 7,000 | — | 7,000.00 | 78% | 2,000.00 | 350.00 |
| 15-514 | Material - For Installation | 1,000.00 | — | — | — | — | | 1,000.00 | |
| 15-515 | Labor | 17,000.00 | — | — | — | — | | 17,000.00 | |
| 15-516 | Material - Duct Insulation | 6,500.00 | — | — | — | — | | 6,500.00 | |
| 15-517 | **Labor** | 10,000.00 | — | — | — | — | | 10,000.00 | |
| 15-518 | Air Devices: | | — | — | — | — | | — | |
| 15-519 | Material - Air Grilles (Mech Reps) | 5,500.00 | — | — | — | — | | 5,500.00 | |
| 15-520 | Labor | 1,050.00 | — | — | — | — | | 1,050.00 | |
| 15-521 | Material - Exhaust Fans w/ curb (Mech Reps) | 2,500.00 | — | — | — | — | | 2,500.00 | |
| 15-522 | Labor | 1,475.00 | — | — | — | — | | 1,475.00 | |
| 15-523 | **Refrigerant piping** | | — | — | — | — | | — | |
| 15-524 | Refrigerant Material | 1,575.00 | — | — | — | — | | 1,575.00 | |
| 15-525 | Refrigerant - Labor | 1,450.00 | — | — | — | — | | 1,450.00 | |
| 15-526 | Condensate Materials | 1,850.00 | — | — | — | — | | 1,850.00 | |
| 15-527 | Condensate - Labor | 1,550.00 | — | — | — | — | | 1,550.00 | |
| 15-528 | Insulation Material | 950.00 | — | — | — | — | | 950.00 | |
| 15-529 | Insulation - Labor | 850.00 | — | — | — | — | | 850.00 | |
| 15-530 | **Air Conditioning Equipment:** | | — | — | — | — | | — | |
| 15-531 | Roof Tops and Ductless Splits (Johnson Cont | 57,750.00 | — | — | — | — | | 57,750.00 | |
| 15-532 | Roof Tops and Ductless Splits - Labor | 3,000.00 | — | — | — | — | | 3,000.00 | |

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: Two R1
Application Date: 3/31/2012
Period From: 3/1/2012
To: 3/31/2012

| Item No. | Description Of The Work | Scheduled Value | Work Completed Previous | Work Completed This Period | Stored Materials | Total Amount | Percent Complete | Balance To Finish | Retainage |
|---|---|---|---|---|---|---|---|---|---|
| | **720 Building** | | | | | | | | |
| 15-533 | **Controls:** | | — | — | — | — | | — | |
| 15-534 | Controls Subcontractor - (Automatic Logic)US | 35,000.00 | — | — | — | — | | 35,000.00 | |
| 15-535 | Commissing and Testing: | | — | — | — | — | | — | |
| 15-536 | Test and Balance Subcontractor (P.H.I.) | 6,500.00 | — | — | — | — | | 6,500.00 | |
| 16-000 | **Electrical** | | | | | | | | |
| 16-101 | Gear, Material | 32,000.00 | — | — | — | — | | 32,000.00 | |
| 16-102 | Gear, Labor | 10,000.00 | — | — | — | — | | 10,000.00 | |
| 16-103 | Lighitng, Material | 162,000.00 | — | — | — | — | | 162,000.00 | |
| 16-104 | Lighitng, Labor | 10,000.00 | — | — | — | — | | 10,000.00 | |
| 16-105 | Underground, Material | 28,000.00 | 3,500.00 | 17,500 | — | 21,000.00 | 75% | 7,000.00 | 1,050.00 |
| 16-106 | Underground, Labor | 9,100.00 | 1,500.00 | 5,350 | — | 6,850.00 | 75% | 2,250.00 | 342.50 |
| 16-107 | Rough-In, Material | 57,970.00 | — | — | — | — | | 57,970.00 | |
| 16-108 | Rough-In, Labor | 39,500.00 | — | — | — | — | | 39,500.00 | |
| 16-109 | Wire, Material | 49,600.00 | — | — | — | — | | 49,600.00 | |
| 16-110 | Wire, Labor | 11,400.00 | — | — | — | — | | 11,400.00 | |
| 16-111 | Finish-Out, Material | 9,600.00 | — | — | — | — | | 9,600.00 | |
| 16-112 | Finish-Out, Labor | 6,600.00 | — | — | — | — | | 6,600.00 | |
| 16-113 | Special Systems, | 23,560.00 | — | — | — | — | | 23,560.00 | |
| 16-114 | Generator, | 76,670.00 | — | — | — | — | | 76,670.00 | |
| | **Allowances** | | | | | | | | |
| BF-001 | Betterment Allowance | 60,000.00 | — | — | — | — | | 60,000.00 | |
| BF-002 | 2 ton structural steel allowance | 8,000.00 | — | — | — | — | | 8,000.00 | |
| BF-003 | 3 ton reinforcing steel allowance | 5,500.00 | — | — | — | — | | 5,500.00 | |
| | **720 Building** | **2,845,528.00** | **166,713.00** | **151,843.00** | **51,536.00** | **370,092.00** | **13%** | **2,475,436.00** | **18,504.60** |

Sherriff's Office Substation
Job # - 12-523
Retainage 5%

Application No.: Two R1
Application Date: 3/31/2012
Period From: 3/1/2012
To: 3/31/2012

| Item No. | Description Of The Work | Scheduled Value | Work Completed | | Stored Materials | Total Amount | Percent Complete | Balance To Finish | Retainage |
|---|---|---|---|---|---|---|---|---|---|
| | | | Previous | This Period | | | | | |
| | **720 Building** | | | | | | | | |
| | **739 Parking Lot** | | | | | | | | |
| 01-010 | General Conditions | 3,500.00 | 180.00 | 250 | — | 430.00 | 12% | 3,070.00 | 21.50 |
| 02-001 | File NOI | 750.00 | 750.00 | — | — | 750.00 | 100% | — | 37.50 |
| 02-002 | SWPP - Inspections | 2,300.00 | — | 300 | — | 300.00 | 13% | 2,000.00 | 15.00 |
| 02-006 | SWPP - Silt fence w/ Const. Entrance | 5,800.00 | 5,800.00 | — | — | 5,800.00 | 100% | — | 290.00 |
| | **Site Work** | | | | | | | | |
| 02-101 | Traffic control, labor | 672.00 | 672.00 | — | — | 672.00 | 100% | — | 33.60 |
| 02-102 | Traffic control, material | 2,015.00 | 2,015.00 | — | — | 2,015.00 | 100% | — | 100.75 |
| 02-103 | Hydrostatic testing, labor | 672.00 | — | — | — | — | | 672.00 | |
| 02-104 | Hydrostatic testing, material | 1,343.00 | — | — | — | — | | 1,343.00 | |
| 02-105 | Ductile iron, labor | 2,687.00 | — | — | — | — | | 2,687.00 | |
| 02-106 | Ductile iron, material | 4,030.00 | — | — | — | — | | 4,030.00 | |
| 02-107 | PVC Pressure pipe, labor | 9,404.00 | — | — | — | — | | 9,404.00 | |
| 02-108 | PVC Pressure pipe, material | 8,060.00 | — | — | — | — | | 8,060.00 | |
| 02-109 | Street parking lot excavation, labor | 18,807.00 | — | 18,807 | — | 18,807.00 | 100% | — | 940.35 |
| 02-110 | Sand bedding / backfill, labor | 5,373.00 | — | — | — | — | | 5,373.00 | |
| 02-111 | Sand bedding / backfill, material | 2,687.00 | — | — | — | — | | 2,687.00 | |
| 02-112 | Trench safety, labor | 8,060.00 | — | — | — | — | | 8,060.00 | |
| 02-113 | Trench safety, material | 4,030.00 | — | — | — | — | | 4,030.00 | |
| 02-114 | Site grading, labor | 16,866.00 | 16,866.00 | — | — | 16,866.00 | 100% | — | 843.30 |
| 02-115 | Lime stabilization, labor | 10,747.00 | — | 4,200 | — | 4,200.00 | 39% | 6,547.00 | 210.00 |
| 02-116 | Lime stabilization, material | 40,301.00 | — | 14,100 | — | 14,100.00 | 35% | 26,201.00 | 705.00 |
| 02-117 | Flexible base, caliche, material | 10,747.00 | — | — | — | — | | 10,747.00 | |
| 02-118 | Utility backfill , material | 8,060.00 | — | — | — | — | | 8,060.00 | |
| 02-119 | Water pipe with bore, labor | 9,404.00 | — | — | — | — | | 9,404.00 | |
| 02-120 | Water pipe with bore, material | 4,030.00 | — | — | — | — | | 4,030.00 | |
| 02-121 | Water service lines, labor | 10,747.00 | — | — | — | — | | 10,747.00 | |
| 02-122 | Tapping sleeves / tapping valves, labor | 4,030.00 | — | — | — | — | | 4,030.00 | |
| 02-123 | Tapping sleeves / tapping valves, material | 6,717.00 | — | — | — | — | | 6,717.00 | |

Sherriff's Office Substation

Job # 12-523

Retainage 5%

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| Item No. | Description Of The Work | Scheduled Value | Work Completed Previous | Work Completed This Period | Stored Materials | Total Amount | Percent Complete | Balance To Finish | Retainage |
|---|---|---|---|---|---|---|---|---|---|
| | **720 Building** | | | | | | | | |
| 02-124 | Gate valves for water, labor | 6,717.00 | — | — | — | — | | 6,717.00 | |
| 02-125 | Fire hydrants, material | 4,299.00 | — | — | — | — | | 4,299.00 | |
| 02-126 | Vacuum testing, labor | 2,687.00 | — | — | — | — | | 2,687.00 | |
| 02-127 | Gravity sanitary sewers, labor | 9,404.00 | — | — | — | — | | 9,404.00 | |
| 02-128 | Gravity sanitary sewers, material | 9,404.00 | — | — | — | — | | 9,404.00 | |
| 02-129 | Concrete curb & gutter, labor | 5,000.00 | — | — | — | — | | 5,000.00 | |
| 02-130 | Concrete curb & gutter, material | 5,000.00 | — | — | — | — | | 5,000.00 | |
| 02-289 | Sidewalk Concrete Material | 3,196.00 | — | — | — | — | | 3,196.00 | |
| 02-290 | Sidewalk Concrete Labor | 2,975.00 | — | — | — | — | | 2,975.00 | |
| 02-500 | Concrete Paving Material | 41,099.00 | — | — | — | — | | 41,099.00 | |
| 02-501 | Concrete Paving Labor | 19,368.00 | — | — | — | — | | 19,368.00 | |
| 02-520 | Carstops | 3,500.00 | — | — | — | — | | 3,500.00 | |
| 02-525 | Site signage | 2,500.00 | — | — | — | — | | 2,500.00 | |
| 02-830 | High Security Chain Link Fencing | 70,000.00 | — | — | — | — | | 70,000.00 | |
| 03-000 | **Concrete** | | | | | | | | |
| 03-075 | Light Poles - Concrete/XFMR Material | 9,724.00 | — | — | — | — | | 9,724.00 | |
| 03-076 | Light Pole/ XFMR Labor | 8,400.00 | — | — | — | — | | 8,400.00 | |
| 03-114 | Drilled Shaft Piers | 7,650.00 | — | — | — | — | | 7,650.00 | |
| 03-250 | Concrete Accessories (Poly, Brick, Curing) | 10,000.00 | — | — | — | — | | 10,000.00 | |
| 10-000 | **Specialties** | | | | | | | | |
| 10-350 | Flag Pole | 4,310.00 | — | — | — | — | | 4,310.00 | |
| 10-351 | Flag Pole Labor | 1,200.00 | — | — | — | — | | 1,200.00 | |
| 10-000 | **Electrical** | | | | | | | | |
| 16-100 | Electric Contractor | 34,000.00 | — | 16,200.00 | — | 16,200.00 | 48% | 17,800.00 | 810.00 |
| | **Fuel Tank System** | | | | | | | | |
| 13-201 | Fuel Dispensers & Hardware | 5,975.25 | — | — | — | — | | 5,975.25 | |
| 13-202 | Fuel Management System | 5,885.97 | — | — | — | — | | 5,885.97 | |
| 13-203 | Fuel Tank Gauge System | 4,658.72 | — | — | — | — | | 4,658.72 | |
| 13-204 | Aboveground Fuel Storage Tank | 27,093.00 | — | — | — | — | | 27,093.00 | |
| 13-205 | Storage Tank Hardware & Piping | 14,175.54 | — | — | — | — | | 14,175.54 | |
| 13-206 | Installation Equipment Rentals | 1,065.00 | — | — | — | — | | 1,065.00 | |
| 13-207 | Crane Service and Operator | 2,167.00 | — | — | — | — | | 2,167.00 | |

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: Two R1
Application Date: 3/31/2012
Period From: 3/1/2012
To: 3/31/2012

| Item No. | Description Of The Work | Scheduled Value | Work Completed Previous | Work Completed This Period | Stored Materials | Total Amount | Percent Complete | Balance To Finish | Retainage |
|---|---|---|---|---|---|---|---|---|---|
| | **720 Building** | | | | | | | | |
| 13-208 | Equipment & Materials Freight | 1,404.20 | — | — | — | — | | 1,404.20 | |
| 13-209 | Electrical Service Termination | 2,112.00 | — | — | — | — | | 2,112.00 | |
| 13-210 | Equipment Start-up & Training | 3,300.00 | — | — | — | — | | 3,300.00 | |
| 13-211 | Fuel Storage Tank & Piping Installation | 14,363.32 | — | — | — | — | | 14,363.32 | |
| | **739 Parking Lot** | **544,472.00** | **26,283.00** | **53,857.00** | — | **80,140.00** | **15%** | **464,332.00** | **4,007.00** |
| | | | | | | | | | |
| | **Contract sum** | **3,390,000.00** | **192,996.00** | **205,700.00** | **51,536.00** | **450,232.00** | **13%** | **2,939,768.00** | **22,511.60** |

213 E Owassa Rd.
Edinburg, TX 78539
(956) 702-4434

1980 E Bus 77
San Benito, TX 78586
(956) 361-4443

1206 W US 83
Penitas, TX 78576
(956) 581-4432

**Please remit payment to:**
**Rio Grande Steel LTD.**
**P O Box 5178**
**Mcallen, TX 78502**

Invoice Number: R142100-TN

Invoice Date: 3/13/2012

Page: 1

Sold To: Wilson/Hid Co Sheriff Substati
P.O. BOX 5178
Mcallen, TX 78502

Ship To: Wilson/Hid Co Sheriff
Substati
303 E. Mile 11 N.
Weslaco, TX 78596

Ship

Salesperson ..... 20HC
Ship Date ..... 3/13/2012
Due Date ..... 4/12/2012
Terms ..... 30 Days

Customer ID..... 1W2600
P.O. Number ..... 12-523-007
P.O. Date .....
Clerk ..... ..... LX
Sales Code .....

| Item I.D. | Description | Ordered | Shipped | Unit | Price | Net | WH |
|---|---|---|---|---|---|---|---|
| 82035 | # 3 Domestic Spiral | 349.000 | 349.000 | LB | 0.4200 | 146.58 | 001 |
| 8105 | # 5 (16MM) GR 60 REBAR/LB | 14,444.000 | 14,444.000 | LB | 0.4200 | 6,066.48 | 001 |
| 8106 | # 6(19MM) GR 60 REBAR | 13,432.000 | 13,432.000 | LB | 0.4200 | 5,641.44 | 001 |
| 8107 | # 7 (22MM) GR 60 REBAR | 370.000 | 370.000 | LB | 0.4200 | 155.40 | 001 |
| 1S12 | 1/2" RD SMOOTH BAR | 108.000 | 108.000 | LBS | 0.6500 | 70.20 | 001 |

JOB #2600-02 MASONRY REINFORCING

***TOTAL 28,703***

03 2012

LSL CONSTRUCTION CO

| | |
|---|---|
| Subtotal: | 12,080.10 |
| Sales Tax: | 0.00 |
| Less Deposit: | 0.00 |
| Net Invoice: | 12,080.10 |



03-20-12 10:10 CORE Fax sent by : 9566319393

HOHMANN AND BARNARD
30 RASONS CT
P.O. BOX 5270
HAUPPAUGE, NY 11788
Telephone: 631-234-0600

OFFICE COPY

| Sales Order No. | 223860 |
|---|---|
| Customer No. | 510400 |

| Bill To | Ship To |
|---|---|
| L & H MASONRY CONSTRUCTION<br>18209 WASHINGTON PALM DR<br>PENITAS, TX 78576 | L & H MASONRY CONSTRUCTION<br>18209 WASHINGTON PALM DR<br>PENITAS, TX 78576 |
| Fax: (956) 424-7484<br>Telephone: (956) 583-2469 | Telephone: (956) 583-2469 |

| Ship Via | F.O.B. | Terms | Salesperson |
|---|---|---|---|
| PPD + ADD | ORIGIN | NET 30 | BOB HOHMANN |

| Order Date | Ordered By | Customer Phone # | PO # | Resale Number |
|---|---|---|---|---|
| 3/19/2012 | ELIAS | (956) 583-2469 | SHERRIFF SUBSTATION | |

| Order Quantity | Open Order Quantity | UOM | Item Number<br>Description | Unit Price | Extended Price |
|---|---|---|---|---|---|
| 2,500 | 2,500 | FT | Warehouse: TX<br>120S TRUSS 9GA MILL GALV 4" WALL | 0.1130 | 282.50 |
| 18,500 | 18,500 | FT | Warehouse: TX<br>120S TRUSS 9GA MILL GALV 6" WALL | 0.1140 | 2,109.00 |
| 16,500 | 16,500 | FT | Warehouse: TX<br>120S TRUSS 9GA MILL GALV 8" WALL | 0.1180 | 1,947.00 |
| 18,500 | 18,500 | FT | Warehouse: TX<br>170S TRUSS EYE 9GA HG 8" 2.75" EYE | 0.2560 | 4,736.00 |
| 1,000 | 1,000 | FT | Warehouse: TX<br>170S TRUSS EYE 9GA HG 12" 2.75" EYE | 0.2710 | 271.00 |
| 12,950 | 12,950 | EA | Warehouse: TX<br>300-H FINTLE HOT GALV | 0.0000 | 0.00 |
| 1,800 | 1,800 | FT | Warehouse: TX<br>VS-678 PVC CONTROL JOINT | 1.2900 | 2,322.00 |
| 840 | 840 | FT | Warehouse: TX<br>VS-STD PVC CONTROL JOINT | 0.6500 | 546.00 |

Div 4

| | |
|---|---|
| Print Date | 03/19/12 |
| Print Time | 05:07:42 PM |
| Page No. | 1 |

Printed By: Bob Hohmann

Continued on Next Page

OUTHERN STEEL FABRICATORS

P.O. BOX 130
LA BLANCA, TX 78558
PH: 956-464-7766 Fx: 956-464-8046

# Invoice

| DATE | INVOICE # |
|---|---|
| 3/20/2012 | 1331-B |

| BILL TO |
|---|
| WILSON CONSTRUCTION<br>1209 E. PECAN<br>P O BOX 3455<br>McALLEN, TX 78502-3455 |

| P.O. NO. | TERMS | DUE DATE | PROJECT |
|---|---|---|---|
| | NET 30 DAYS | 4/19/2012 | 1331 |

| DESCRIPTION | QTY | U/M | AMOUNT |
|---|---|---|---|
| HIDALGO COUNTY SHERIFF'S SUB-STATION - WESLACO, TX | | | |
| STRUCTURAL / MISC. STEEL | | | 8,200.00 |

05-102

FAXED
MAR 20 2012
BY:

**Total** $8,200.00

# CURTIS STEEL COMPANY, LLC

P.O.BOX 7469, HOUSTON, TEXAS 77248-7469

HOUSTON (800) 749-4621
HARLINGEN (800) 940-9661
DALLAS (800) 749 1761
NASHVILLE (866) 938-4343

## DELIVERY TICKET

CUSTOMER COPY

436304

TERMS OF PAYMENT: ALL ACCOUNTS ...
COUNTY, TEXAS. IF ANY ARE NOT ...
CHARGE AT THE HIGHEST LEGAL ...
ACCOUNTS AND REASONABLE ATTORNEY ...

SOLD TO: 792430
SOUTHERN MECHANICAL

SHIP TO: 792430
SOUTHERN MECHANICAL A/C
1820 EAST SUGARCANE RD
INDUSTRIAL PARK IN WESLACO
WESLACO, TX 78596-1073

| CONTACT | TELEPHONE PHONE | LOCATION | SHIP? |
|---|---|---|---|
| TIL | 956 447-7955 956-447-79 | INDUSTRIAL PARK IN WESLACO | |

| MAX SHIP WT | MAX LOAD WT | UNLOADING METHOD | RECEIVING HOURS |
|---|---|---|---|
| | | | |

| CUSTOMER PO | ORDER DATE | SALESPERSON | DELIVERY DATE | SHIP VIA | PU / CO |
|---|---|---|---|---|---|
| 16741 | 03/05/12 | Eli Cortez | 03/07/12 | CSC | ☐ PU ☐ CO |

| ITEM NO. | QUANTITY ORDERED | QUANTITY SHIPPED | STOCK NUMBER | DESCRIPTION | WEIGHT |
|---|---|---|---|---|---|
| 1 | 1 | 1 | 127139-02/1 | 24GA 60" X COIL GALV - ( 9436#) | 9436 |
| 2 | 1 | 1 | 126567-01/1 | 26GA 5.394" X COIL GALV - ( 1149#) | 1149 |
| 3 | 9 | 9 | C7478 /1 | 24GA 48" X 120" STAINLESS - ( 363#) t304 2b | 363 |
| | | | | project: Hidalgo Co. Sheriff's Substation | |

15512

ALWAYS PROTECT FROM WEATHER

TOTAL WEIGHT 1094

CERTIFICATE OF SATISFACTION OF BILLS

THE STATE OF TEXAS δ
δ
COUNTY OF HIDALGO δ

The undersigned executive officer, general partner or proprietor of
D. WILSON CONSTRUCTION COMPANY, P.O. Box 3455, McAllen, TX 78502

Contractor to the HIDALGO COUNTY SHERIFFS DEPARMENT SUB-STATION PROJECT for the following-described Work of construction, alteration or repair:

upon his oath does state:

All bills and claims for labor, material, equipment and otherwise for the above Work have been paid or otherwise satisfied, except as follows: NONE

The undersigned makes this statement with the intent that it be believed and that, in reliance hereon, COUNTY OF HIDALGO will make PROGRESS payment TO THE General contractor for the above Work.

TIMOTHY J. MICKUNAS, Secretary/Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, this

3rd day of April, 20 12

Notary Public in and
for HIDALGO County, Texas

06/11/05

**AI-31973** **12. K.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Requesting acceptance and approval of Invoice No. 10-R in the amount of $5,650.00, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-11-032B-06-14 Construction Management Services for Sheriff's Office Substation in the Precinct No. 1 Area.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO# 659617 available balance as of 4-20-12 $69,150.00

Reference:

Pmt# 9-R2 3,600 AI#31683 4-3-12

## Attachments

Invoice

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/19/2012 01:48 PM |
| Budget & Management | Merlen P. Munoz | 04/19/2012 02:02 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Rocio Villarreal Started On: 04/18/2012 03:37 PM

Final Approval Date: 04/25/2012

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
Office: (956)800-1122 Fax: (956)800-4618
**apalacios@prodigycompany**.com

# Invoice

| Period Billed | Invoice # |
|---|---|
| 03-17-2012 to 04-16-2012 | 10-R |

Bill To:

Hidalgo County Sheriff's Office
Attn: Juan Tapia
701 El Cibolo RD
Edinburg, TX 78539

Project Name: **Contract NO: C-11-032B-06-14** **REQ: 00197759**

**County of Hidalgo Sheriff's Office Substation/Hidalgo County Jail**

1-1336-423-00-280-036-0-720

| P.O. No. | Vendor | Project |
|---|---|---|
| 659617 | 388459 | PCM-03-011 |

As of 1/24/2012 - Project Total Cost: $3,390,000.00 @ 3% = $101,700.00 fee

| Period Billed | Monthly Draw | Credit Adjustment | Paid to Date | Amount Balance | Invoice Amount DUE |
|---|---|---|---|---|---|
| 1 | $7875.00 | | $7875.00 | $120,000.00 | $7875.00 |
| 2 | $7875.00 | | $15,750.00 | $104,250.00 | $7875.00 |
| 3 | $7875.00 | | $23,625.00 | $96,375.00 | $7875.00 |
| 4 | $7875.00 | | $31,500.00 | $88,500.00 | $7875.00 |
| 5 | $7875.00 | | $39,375.00 | $80,625.00 | $7875.00 |
| 6 Paid | $7875.00 | | $47,250.00 | | $7875.00 |
| 7 Adj. Fee | $5650.00 | -$5650.00 | | | $0.00 |
| 8 | $5650.00 | -$5650.00 | | | $0.00 |
| 9 | $5650.00 | -$2050.00 | | | $3,600.00 |
| 10 | $5650.00 | | | | $5,650.00 |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |

P.O. #: 659617

Invoice Received By:

On:

Good/Services Received By:

On:

2-1336-423-00-280-036-0-720 ~~1100-421-00-280-001-0-~~

Prodigy **Construction Management LLC**
P.O. Box 6592
McAllen, Texas 78502-6592

Office Phone: (956) 800-1122 Fax: (956) 800-4618

# OBSERVATION REPORT

**Project Name:** New Sheriff Sub Station Precinct 1

**Date:** March30, 2012

**Project Location:** Weslaco, Texas

**Observer's Name:** Roger Perez

**Contractor:** D. Wilson Construction
**Project Super:** Sabas Lopez

**Work Area Locations:** Clear

**Weather Conditions:** Partly Cloudy
**Area Description:** Wet and Muddy
**Winds:** 5 mph

**In Attendance:**

- ☐
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

## Comments:

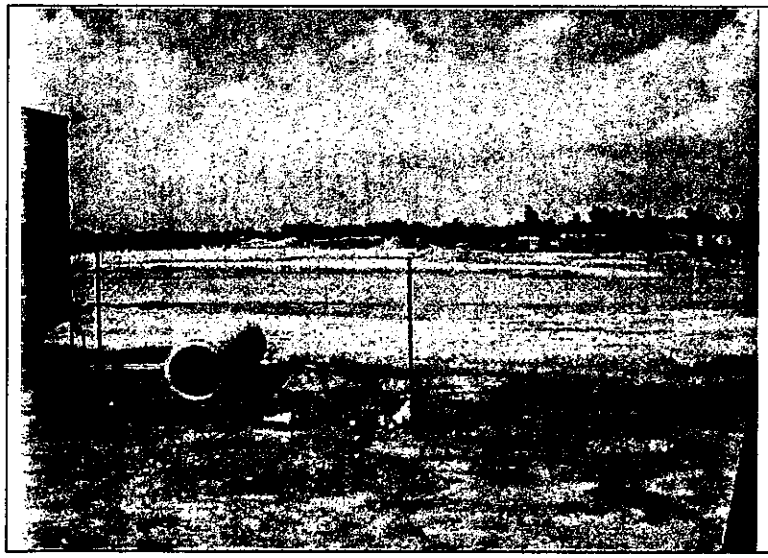
- Jobsite closed down due to bad weather conditions.
-
-
-
-
-
-
-

Photo: 1



Job Site Closed Down due to rain and muddy conditions.
West parking lot holding water.

Photo: 2



Picture was taken facing North towards South Parking lot, Parking lot holding water.

Photo: 3



Main entrance drive water ponding.



Picture was taken from the South West side of the jobsite.

Photo: 4

Photo: 5



Picture was taken from the South West side of job site.

Photo: 6



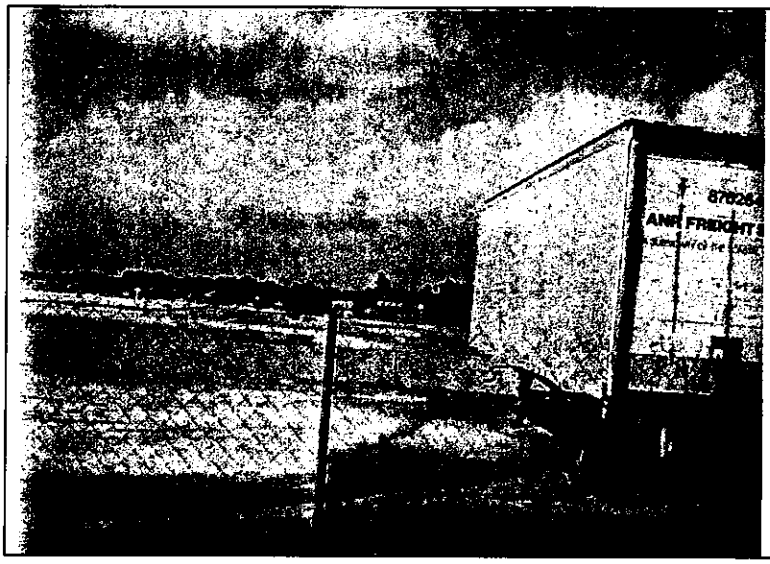
Picture was taken from South West side of jobsite.

Photo: 7



South side of jobsite wet and muddy conditions.

Photo: 8



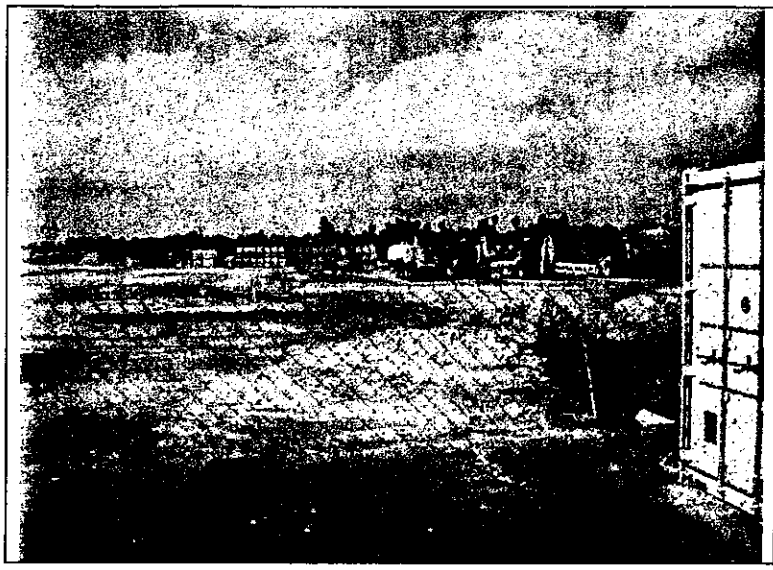
South Parking lot water ponding.

Photo: 9



Underground rough-in for the transformer area, also extended runs for lighting and infrastructure

**Photo: 10**



Picture taken from South side of jobsite.

**Photo: 11**

**Photo: 12**

Prodigy **Construction Management LLC**
P.O. Box 6592
McAllen, Texas 78502-6592

Office Phone: (956) 800-1122 Fax: (956) 800-4618

# OBSERVATION REPORT

Project Name: New Sheriff Sub Station Precinct 1

Date: March 26, 2012

Project Location: Weslaco, Texas

Observer's Name: Jerry Garcia

Contractor: D. Wilson Construction
Project Super: Sabas Lopez

Work Area Locations: Clear

Weather Conditions: Favorable
Area Description: ground moist, workable
Winds: 5 mph

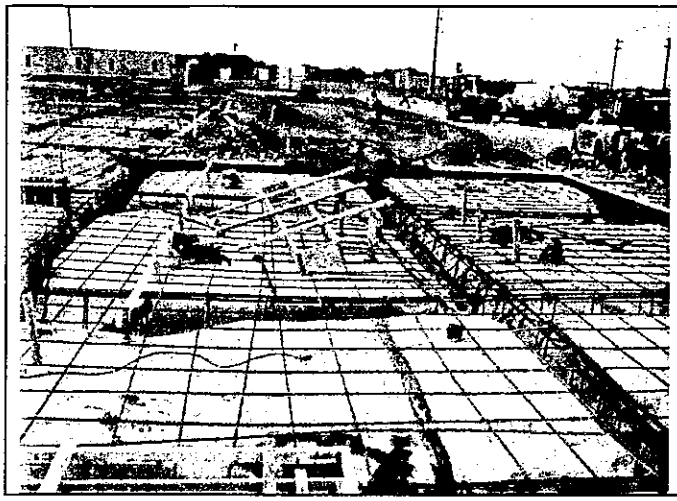
In Attendance:

- ☐ Sabas Lopez
- ☐ Jerry Garcia
- ☐ D&D Site Work
- ☐ Hammer Head Concrete
- ☐ Cantu Plumbing
- ☐ Zitro Electric
- ☐ Southern Steel
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

## Comments:

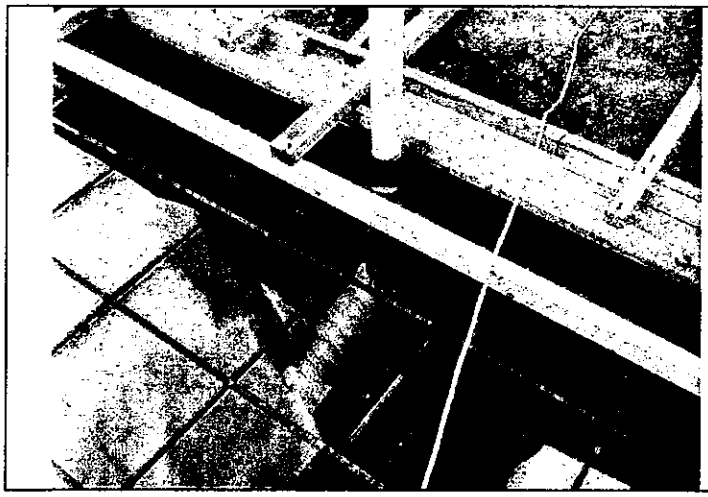
- Inspection for Pre-Pour of concrete
- Electrical rough-in verification
- Plumbing rough-in verification
- Reinforcement verification
- Weld plates verification
-
-
-
-

Photo: 1



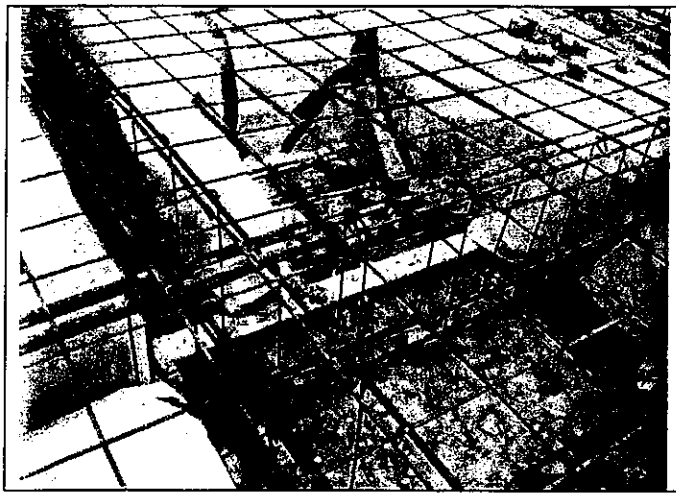
Sally-Port trough rough-in on drive encasement

Photo: 2



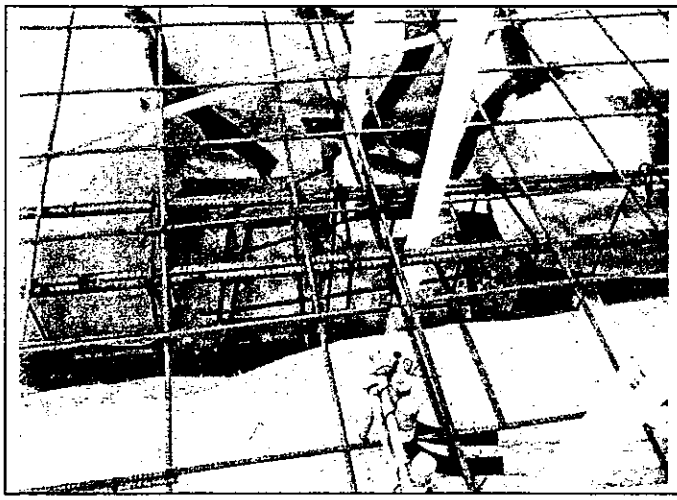
Typical rough-in wrap on plumbing pipe

Photo: 3



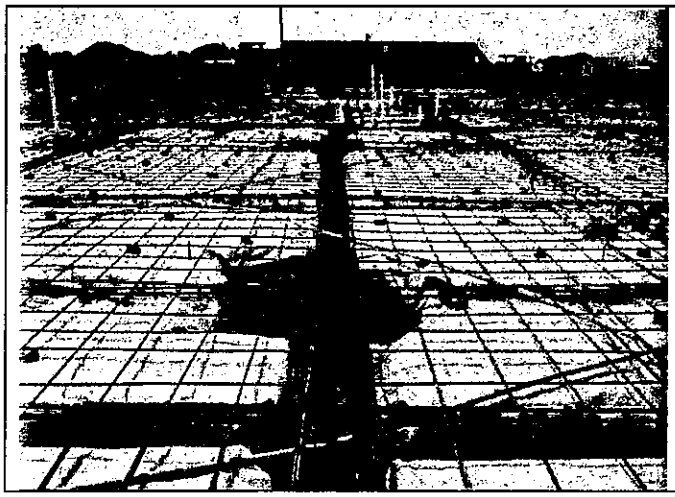
Exposed sewer piping at the footing location at the north area

Photo: 4



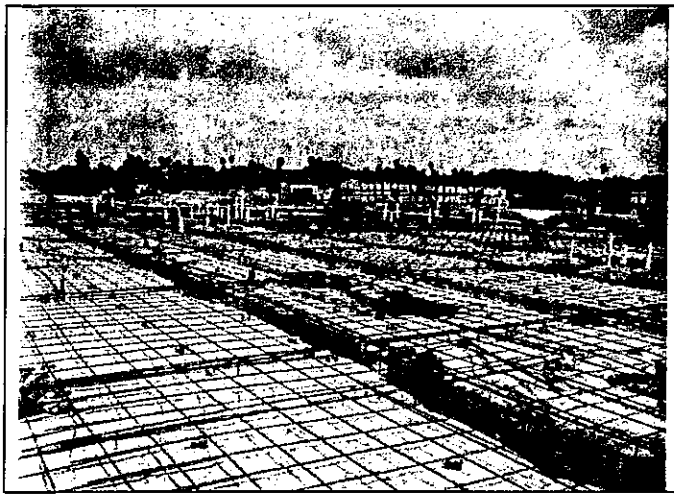
Plumbing piping at the base footing area, will be wrapped as well

Photo: 5



Grade beam with the weld on plates already prepared for concrete placement

Photo: 6



Pre-pour inspection on slab and grade beams

Photo: 7



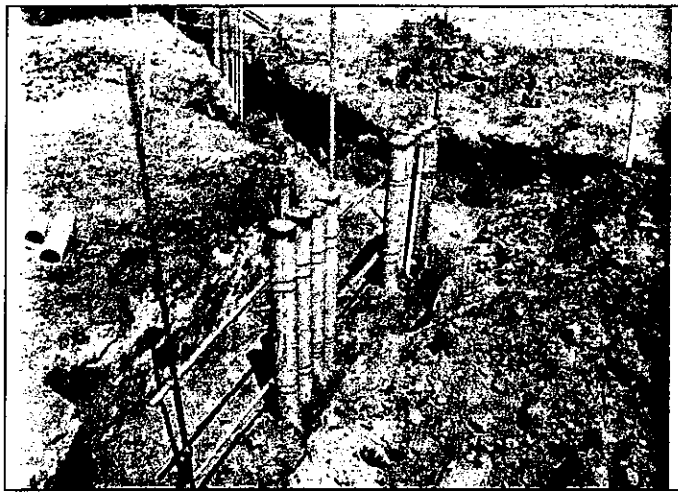
Parking lot on the South side location being prepared with lime installation

Photo: 8



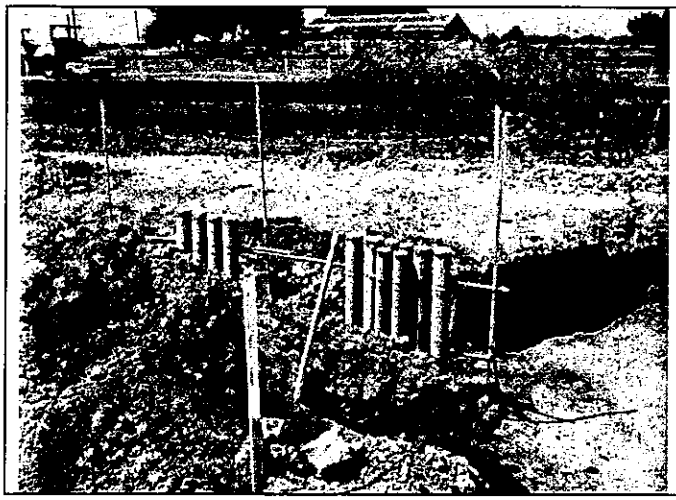
Lime base installation on the west area of the parking

Photo: 9



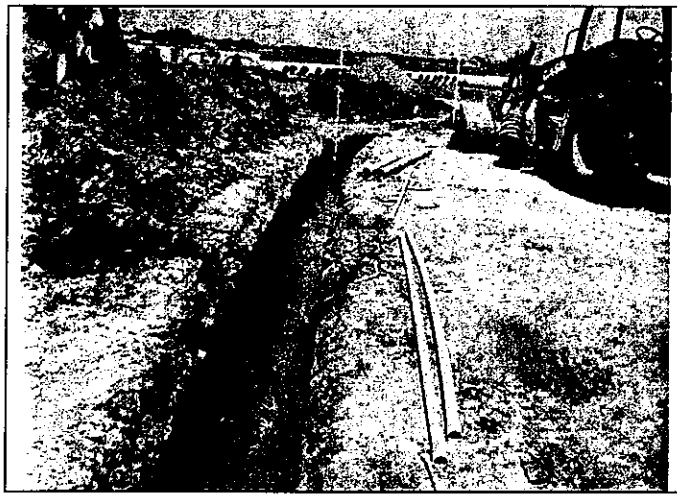
Underground rough-in for the transformer area, also extended runs for lighting and infrastructure

**Photo: 10**



Revised transformer location at west side parking lot area

**Photo: 11**



Trench for the power to the fuel area lines

**Photo: 12**



West side parking with lime base being worked on by the D & D site work

# MEETING MINUTES

## NEW SHERIFF SUB-STATION PCT-1

Version #: 1.0 Issue Date:

| Minutes of Meeting | | |
|---|---|---|
| **Customer:** Hidalgo County Sheriff Department | | |
| **Project:** Sheriff sub-station | | |
| **Location:** .3 miles West of 1015 on mile 11 road Weslaco, Texas | **Date:** 03/15/2012 | **Time: 9:00 am** |
| **Purpose:** Coordination Meeting | | |
| **Attendees:** Jerry Garcia, Roger Perez, Prodigy C.M.; Robert Gonzalez, Rich Shinsky, Sabas Lopez, Tommy King, D. Wilson Construction; Juan Tapia, Capt. R. Gonzales, HC Sheriff dept.; Luis Nava, Hector Cantu, DosLogistics; Elizabeth Elizondo, Gignac Arch; Eduardo Puente, DBR; Danny Reyna, D&D Utilities; Jose Pena, H.C. Right of Way; | | |
| Discussions were as the following: | | |
| • In regards to the Pay Applications, DWC is to copy Jerry Garcia for Prodigy to conduct an observation and input to the proposed schedule of values | | |
| • On the submittal status, the design team is to properly evaluate the intended Structural Steel submittal and continue process | | |
| • The RFI for the back flow, going from a Febco to a Watts brand.<br>The contractor is to verify that all the "Bells and Whistles" are in accordance with the Fire System installer prior to acknowledging the attempt of accepting an alternate to the scope of work as per plans. Also, will there be a credit back to the owner for the difference in cost from a Febco to Watts brand | | |
| • As per the intended water line installation for said project, the "Meets and Bound" are being prepared by the on record Civil Engineer and he will then provide the necessary information to the "Right of Way" director Jose Pena so that he may review prior to submitting the documents for Commissioners approval and then submitting the approved information back to the interested parties being (NAWSC & MVEC) | | |
| • Prodigy C.M. is to set up a meeting with NAWSC "Richard Garcia" to discuss additional items requested by NAWSC.....item in question 2 "In vault detector check mechanism" a meeting will be set up for Monday at 9:30 am | | |
| • Prodigy C.M. gave the go ahead to submit the revised intended civil document to D. Wilson for pricing of all changes to the domestic and non-potable water lines, DosLogistics to send all necessary information | | |

# MEETING MINUTES

## NEW SHERIFF SUB-STATION PCT-1

Version #: 1.0 Issue Date:

| Minutes of Meeting |
| --- |
| • Prodigy C.M. with accordance of Jose Pena, Right of Way for Hidalgo County authorized the contractor to commence on the installation of the intended revised primary line, also DWC is to coordinate the elevation of the Primary installation with Pct. 1 storm drain installers to avoid impact at the intersection point of installation |
| • D. Wilson is to submit the intended pricing of the "Pilot Channel" to the Pct. 1 administration facilities for them to review |
| • D. Wilson is to submit intended Credit of the Primary electrical relocation in a breakdown format |

# MEETING MINUTES

## NEW SHERIFF SUB-STATION PCT-1

Version #: 1.0 Issue Date:

| Minutes of Meeting | | |
|---|---|---|
| **Customer:** Hidalgo County Sheriff Department | | |
| **Project:** Sheriff sub-station | | |
| **Location:** .3 miles West of 1015 on mile 11 road Weslaco, Texas | **Date:** 03/19/2012 | **Time: 9:30 am** |
| **Purpose:** Coordination Meeting | | |
| **Attendees:** Jerry Garcia, Roger Perez, Prodigy C.M.; Robert Gonzalez, Rich Shinsky, Sabas Lopez, D. Wilson Construction; Juan Tapia, Capt. R. Gonzales, HC Sheriff dept.; Luis Nava, Hector Cantu, DosLogistics; Santiago Cuellar, Weslaco Fire Chief; Richard Garcia, NAWSC; | | |
| Discussions were as the following: | | |
| • Re-routing of the intended main waterline to the main building, as per the contractor of record, the intent is to eliminate the run towards the east side of the property and as per the intended water line loop, bring in underground through the drive before the operable gate location and island and do all the connections at that point and distribute all sources from there on (Fire Systems, Back Flow, FDC, Fire Hydrant) to continue to the main water line at the road area as intended per revised civil sheets | | |
| • DosLogistics is to submit a revised drawing on what was talked about in the meeting and prepare when the NAWSC has acknowledged the change | | |
| • NAWSC, Richard Garcia is to refer to the specification to the installation of the "Back Check" valves in vault instilled on the revised documents submitted for approval. As per our meeting today we are to wait on word from Mr. Garcia, and then we are to revise documents and submit a revision for approval | | |
| • As per the Weslaco Fire Marshall, the FDC will be allowed to be installed at the Back Flow preventer intended for the Fire sprinkler system of the building | | |
| • As per the Richard Garcia, NAWSC the need for steel casing at all water crossing will not be needed, instead he will allow PVC piping schedule 40 material in lieu of steel casing at all "Potable & Non-Potable locations, again at all road crossings | | |
| • As per the Weslaco Fire Marshall, the contractor is to submit the intended document showing the exact installation of the Fire Systems for approval and ISO report from the state showing acknowledgment as well | | |
| • Luis Nava, DosLogistics is to prepare all necessary changes to the meets and bounds document prior to submitting to the H.C. Right of Way, also the changes are to reflect on a new document and submit to the contractor as an approved document for construction as well | | |

**AI-31952** **12. L.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

**Cooperative Agreements:**

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

BACKGROUND

New vendors added to the coop-vendors list are Allied Fire Protection & Facilities USA LLC

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

TXMAS-Allied Fire Protection

TCPN-Facilities USA LLC

Revised COOP Vendor's List

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/19/2012 02:10 PM |
| Budget & Management | Merlen P. Munoz | 04/19/2012 03:12 PM |
| Ivan Cantu | Ivan Cantu | 04/19/2012 04:15 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Matilde Faz Started On: 04/18/2012 09:53 AM

Final Approval Date: 04/25/2012

Consent #31952
5/1/2012

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

## ALLIED FIRE PROTECTION-SA LP
## Contract TXMAS-10-03FAC0100

**On-Line Catalog/Order Processing**

**FIRE PROTECTION SERVICES**

Corporate Office:
ALLIED FIRE PROTECTION SA, LP
9703 BALL STREET
SAN ANTONIO TX 78217-3704
USA

Send PO to:
ALLIED FIRE PROTECTION-SA LP
9703 BALL STREET
SAN ANTONIO TX 78217-3704
USA
Vendor ID: 12019815732

Invoice From:
ALLIED FIRE PROTECTION-SA LP
9703 BALL STREET
SAN ANTONIO TX 78217-3704
USA
Vendor ID:

| | |
|---|---|
| Delivery: | 30 DAYS ARO<br>EXPEDITED: 7 DAYS ARO |
| FOB Point: | ORIGIN |
| Terms: | NET 30 DAYS |
| Remit To: | ALLIED FIRE PROTECTION-SA LP<br>9703 BALL STREET<br>SAN ANTONIO TX 78217-3704<br>USA<br>Vendor ID: |
| Vendor ID: | 12019815732 |
| Business Type: | Large |
| DUNS #: | 830558628 |
| Effective: | 8/11/2010 |
| Expires: | 12/10/2014 |

**CONTACT:** ODETTE CASTILLO
Phone 210-646-6716
ODETTE@ALLIEDFIREPROTECTION.COM

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 8/11/2010 through 12/10/2014 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-21F-0041W.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

**Order Limitation:**
Minimum Order: $100
Maximum Order: $1,000,000

**Approved Products/Services:** Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

**State Contracts:** All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

**Payment Due Date:** Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

**Special Note:** The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

**Keywords:** Fire, Construction, Fire Protection, Water Based Fire Suppression System, Preventative Maintenance, Repair Services, Fire Protection Equipment and Supplies, Risk, Fire Codes, Field Supervisors, Fire Sprinkler Construction, Safety, Service, Backflow, Inspections, Design, Installation,

Class 340, 34008, Fire Extinguishers, Fire Hose, Racks, Valves, 34010, Chemicals, Fire Retardant, 34012, Couplings, Fire Hose, 34014, Ejectors, Smoke, 34016, Fire Alarm Systems, Power Sirens, Controls, 34018, Fire Blankets, 34020, Fire Detecting Equipment, 34024, Fire Escapes, Fire Exit Devices, 34028, Fire Extinguishers, Rechargers, 34029, Fire Extinguisher Systems, 34032, Fire Hose Carts, Dryers, Racks, Reels, Rollers, Winders, 34036, Fire Pump, Back Carrying Type, 34038, Fire-Stop Equipment, Materials, 34041, Fire Suppression Foam, Suppression Compounds, 34044, Fire Finder, 34049, Foam Dispensing Equipment, Compressed Air, 34050, Foam Generators, 34052, Fusible Links, 34054, Gas Detection, Monitoring Equipment, 34064, Nozzles, 34072, Rescue, 34080, Smoke Detecting Equipment, Smoke Alarms, 34084, Sprinkler Heads, Sprinkler Systems, Safety, 34088, Valves, Fire Hose, 34092, Vise, Fire Extinguisher,34094, Washing Equipment, 34095, Water Clean-up Vacuums, Flow, inspection, nozzle, panel, pipe, protection, pump, repair, riser, service, standpipe, switch, systems, valve, grooved, kitchen, heat, covers, plates, underground, water, air, fire department connection, caps, hydrant, head, hangers, gauges, fittings, CAD, Reliable, Tyco, Grinnell, Viking, Victaulic, jockey pump, air compressor, coupling, backflow, preaction, deluge, hood, suppression, fabrication, fire line, cpvc

## Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

Texas.gov | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

**Susan Combs**, Texas Comptroller • Window on State Government • Contact Us

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# Allied Fire Protection

Government

TXMAS

ALLIED FIRE PROTECTION-SA LP
Contract TXMAS-10-03FAC0100
FIRE PROTECTION

Corporate Office:
ALLIED FIRE PROTECTION SA LP
9703 BALL STREET
SAN ANTONIO, TX 78217
USA

Send PO to:
ALLIED FIRE PROTECTION SA LP
9703 BALL STREET
SAN ANTONIO, TX 78217
USA

Invoice From:
ALLIED FIRE PROTECTION SA LP
9703 BALL STREET
SAN ANTONIO, TX 78217
USA

VENDOR ID: 12019815732
NORMAL DELIVERY: 30 DAYS ARO
EXPEDITED DELIVERY: 7 DAYS ARO

FOB Point: ORIGIN
TERMS: NET 30 DAYS

PRICING:

| | |
|---|---|
| REGULAR PER HOUR | |
| DESIGN LABOR | $62.97 |
| FOREMAN | $62.97 |
| HELPER/LABORER | $62.97 |
| OVERTIME PER HOUR | |
| DESIGN LABOR | $94.45 |
| FOREMAN | $94.45 |
| HELPER/LABORER | $94.45 |

CONTACT:
ODETTE CASTILLO
(210) 646-6716 Phone
(210) 559-8528 Cell
odette@alliedfireprotection.com

Remit To:
ALLIED FIRE PROTECTION SA LP
ATTN: ACCOUNTS RECEIVABLE
9703 BALL STREET
SAN ANTONIO, TX 78217
USA
BUSINESS TYPE: SMALL
DUNS #: 830558628
EFFECTIVE: 9/10/2010
EXPIRES: 12/9/2014

GSA Contract Holder
Contract GS-21F-0041W

View the Catalog Directly

Consent
#3952 5/1/12



**FOCUS**
on Facilities
We cover your building, inside and out with innovative partners that streamline your performance. Find operational solutions that originate with a TCPN contract.



**Company:**
Facilities -- USA, LLC

**Contract(s):**
Job Order Contract (JOC)

**Contract Number:**
R5085 (All PO's must reference "Per TCPN Contract")

**Contract Term:**
November 1, 2011 through October 31, 2012 (with the option to renew annually for six (6) additional years)

**Products and Services:**

**Documents:**
Click Here for Due Diligence Documents

**Order Placement:**
Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."

**Pricing:**
Contact Vendor for Pricing

**Vendor Contacts:**

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

**Purchasing Department**

"EXHIBIT A"

**TASB Buy Board;**

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | Audio Visual Aids | Audio Visual Equipment & Supplies | 313-09 | 5/01/2009 - 4/30/2012 |
| 10/11/2011 | Automated Logic | Trade Services & Labor for Electrical, Plumbing & HVAC | 375-11 | 6/1/2011-5/31/2014 |
| | B&H Photo-Video Pro Audio Inc. | Stage Curtains , Lighting & Stage / Stadium Sound Systems | 331-09 | 11/01/2009 - 10/31/2012 |
| | BSN Sports | Athletic & PE Supplies & Heavy Duty Exercise Equipment | 336-10 | 4/1/2010 - 3/31/2013 |
| 11/9/2010 | Barcelona Sporting Goods | Athletic, PE, Gym & Exercise Equipment and Supplies | 336-10 | 4/1/2010 - 3/31/2013 |
| 12/6/2011 | Bill Bunton Auto Supply and Machine | Tires, Tubes & Automotive Parts Supplies and Equipment | 387-11 | 12/01/2011 - 11/30/2014 |
| 10/12/2010 | Border States Electric | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 6/1/2010 – 5/31/2013 |
| 12/6/2011 | Burton | Tires, Tubes & Automotive Parts Supplies and Equipment | 387-11 | 12/01/2011 - 11/30/2014 |
| 6/21/2011 | C&S Safety Supply | First Aid Supplies & Equipment | 374-11 | 6/1/2011-5/31/2014 |
| | Camcor, Inc. | Audio Visual Equipment & Supplies | 313-09 | 5/01/2009 - 4/30/2012 |
| 7/05/2011<br>10/14/2011 | Carrier Corporation | Trade Services & Labor for Electrical, Plumbing & HVAC<br>HVAC Equipment, Supplies & Installation | 375-11<br>384-11 | 6/01/2011-5/31/2014<br>10/1/2011-9/30/2014 |
| 11/8/2011 | Casco Industries, Inc. | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |
| 4/19/2011 | Certified Laboratories Div. of NCH Corp | Motor Fuels, Lubricants & Oils | 314-09 | 06/01/2009 – 05/31/2012 |
| 7/05/2011 | Chemsearch, A Div Of NCH | Grounds Maint. Equip., Irrigation Parts, Supplies & Installation | 373-11 | 6/01/2011-5/31/2014 |
| 8/16/2011 | Chemsearch, A Div Of NCH | Water Treatment Chemicals | 367-10 | 4/1/2011-3/31/2014 |
| 12/13/2010 | Chemsearch, A Div Of NCH | Motor Fuels, Lubricants & Oils | 314-09 | 6/1/2009 – 5/31/2012 |
| | Diaz Floors & Interiors | Indoor & Outdoor Flooring Products & Sports Surfaces | 310-08 | 3/01/2009 - 2/28/2012 |
| 8/9/2011 | Dooley Tackaberry, Inc. | Public Safety & Fire & House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |
| 5/17/2011 | Dream Ranch Office Supplies(CartridgeWorld) | Office Paper & Toner Products | 369-11 | 5/1/2011 – 4/30/2014 |
| 11/01/2011 | EKA | Grounds Maint. Equip., Irrigation Parts, Supplies & Installation | 373-11 | 06/01/2011-05/31/2014 |
| 9/27/2011 | Facility Solutions Group | Energy Saving Lighting Products | 368-10 | 4/1/2011-3/31/2014 |
| 10/25/2011 | Facility Solutions Group | Outdoor Street Lighting | 382-11 | 9/1/2011-8/31/2014 |
| 2/8/2011 | Flaghouse, Inc. | Athletic, PE, Gym & Exercise Equipment and Supplies | 336-10 | 4/1/2010-3/31/2013 |
| 11/29/2011 | Fleet Safety Equipment, Inc. | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |
| 12/6/2011 | GCR Tire Centers | Tires, Tubes & Automotive Parts Supplies and Equipment | 387-11 | 12/01/2011 - 11/30/2014 |
| 4/5/2011 | GT Distributors, Inc. | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |

| | | | | |
|---|---|---|---|---|
| 12/13/2010 | Galls Inc. | Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental | 340-10 | 6/1/2010-5/31/2013 |
| | Gaylord Bros. Inc. | Instructional Supplies & Equipment | 328-09 | 11/01/2009 - 10/31/2012 |
| 10/11/2011 | Gaylord Bros. Inc. | Furniture-School, Office, Science, Library & Dormitory | 337-10 | 4/1/2010 – 3/31/2013 |
| 12/07/2010 | Glidden Professional Paint (formerly ICI Paints) | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 6/1/2010 – 5/31/2013 |
| | Godwin Pumps Of America, Inc. | Water & Waste Water Pumps & Motor | 344-10 | 7/01/2010 - 6/30/2013 |
| 9/20/2011 | Grande Truck Center | Vehicles & Heavy Duty Trucks & Options | 358-10 | 12/1/2011-11/30/2013 |
| 8/9/2011 | Gulf Coast Paper Company | Custodial Supplies & Equipment | 372-11 | 8/1/2011-7/31/2014 |
| 12/20/2011 | Gulf Coast Paper Company | Office Supplies & Equipment | 328-09 | 11/1/2009 – 10/31/2012 |
| | Health Edco Inc. | Instructional Supplies & Equipment | 328-09 | 11/01/2009 - 10/31/2012 |
| 7/05/2011 | Henry Schein, Inc. | First Aid Supplies & Equipment | 374-11 | 6/1/2011 - 5/31/2014 |
| 6/14/2011 | Hubert Company | Food Service Equipment & Supplies | 355-10 | 11/1/2010-10/31/2013 |
| 04/24/2012 | IdentiSys, Inc. | Technology & Telecommunications Equipment, Software & Supplies | 31-09 | 11/01/2009-10/31/2012 |
| | Jean's Restaurant Supply | Food Services Equipment & Services | 355-10 | 11/1/2010 - 10/31/2013 |
| 9/27/2011 | John Deere | Grounds Maint, Equip., Irrigation Parts, Supplies & Installation | 373-11 | 6/1/2011-5/31/2014 |
| 7/05/2011 | John Deere Landscapes | Grounds Maint, Equip., Irrigation Parts, Supplies & Installation | 373-11 | 6/01/2011-5/31/2014 |
| 9/13/2011 | Lumatec Lighting Service | Outdoor Street Lighting | 382-11 | 9/1/2011 – 8/31/2014 |
| | Mansion Grove House, LLC | Athletic, PE & Gym Supplies & Eq. & Exercise | 336-10 | 4/1/2010-3/31/2013 |
| 9/6/2011<br>11/08/2011 | Melhart Music Center<br>Miller Uniforms & Emblems Inc. | Audio Visual Equipment & Supplies<br>Public Safety & Fire House Supplies & Equipment | 313-09<br>363-10 | 5/1/2009 – 4/30/2012<br>01/01/2011 – 03/31/2014 |
| 6//28/2011 | Moore Medical LLC | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011 - 3/31/2014 |
| 7/12/2011 | Moore Medical LLC | First Aid Supplies & Equipment | 374-11 | 6/1/2011-5/31/2014 |
| 10/04/2011 | MSC Industrial Supply Co. | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 01/01/2010-05/31/2013 |
| 12/6/2011 | O'Reilly Auto Parts | Tires, Tubes & Automotive Parts Supplies and Equipment | 387-11 | 12/01/2011 - 11/30/2014 |
| 11/2/2010 | Park Place Recreation Design, Inc. | Parks, Recreation & Field Lighting Products & Installation | 346-10 | 10/1/2010 - 9/30/2013 |
| 5/10/2011 | Philpott Motors | Vehicles & Heavy Duty Trucks & Options | 358-10 | 12/1/2010-11/30/2013 |
| 1/25/2011 | Pitney Bowes | Office Supplies & Equipment | 328-09 | 11/1/2009-10/31/2012 |
| 9/20/2011 | Radio Communications | Radio Communication Products | 364-10 | 4/1/2011-3/31/2014 |
| 9/20/2011 | Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers) | Copiers & Supplies | 379-11 | 9/1/2011 - 8/31/2014 |
| 12/21/2010 | S & S Worldwide | Instructional Supplies & Equipment | 328-09 | 11/1/2009-10/31/2012 |
| | SGS Industrial DBA Sea Garden | Public Safety & Fire House Supplies & Equipment | 339-10 | 6/01/2010-5/31/2013 |
| | Safeguard Universal | Awards, Trophies & Personal Recognition | 343-10 | 7/1/2010-6/30/2013 |
| 01/10/2012 | Scott Equipment | Commercial Washers & Dryers | 356-10 | 11/1/2010-10/31/2013 |

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|---|---|---|---|---|
| 12/13/2010 | Sexauer | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 6/1/2010-5/31/2013 |
| | SHI Government Solutions | Technology, Eq., Software, Supplies & Telecomm | 331-09 | 11/01/2009 - 10/31/2012 |
| 12/6/2011 | Southern Tire Mart | Tires, Tubes & Automotive Parts Supplies and Equipment | 387-11 | 12/01/2011 - 11/30/2014 |
| 7/05/2011 | School Health Corporation | First Aid Supplies and Equipment | 374-11 | 6/01/2011-5/31/2014 |
| | Siddons Fire Apparatus, Inc. | Fire Apparatus | 323-09 | 9/01/2009 - 8/31/2012 |
| | Staples | Office Supplies & Equipment | 328-09 | 11/01/2010 - 10/31/2012 |
| | Superior Alarms | Fire & Security & Monitoring | 325-09 | 10/1/2009-9/30/2012 |
| 9/20/2011 | T&G ID Systems, Inc. | Office Supplies & Equipment | 328-09 | 11/1/2009-10/31/2012 |
| | Tandus US LLC | Indoor & Outdoor Flooring Products & Sports Surfaces | 310-08 | 3/01/2009 - 2/28/2012 |
| 11/22/2011 | The Playwell Group, Inc. | Parks, Recreation & Field Lighting Products & Installation | 346-10 | 10/01/2010-09/30/2013 |
| 7/12/2011 | Texas Laundry Service Co. | Commercial Washers & Dryers | 356-10 | 11/1/2010-10/31/2013 |
| 10/25/2011 | Vermeer Texas-Louisiana, Inc. | Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment | 345-10 | 10/1/2010-9/30/2013 |
| 5/17/2011 | World Wide Imaging Supplies | Office Paper & Toner Products | 369-11 | 05/1/2011 – 04/30/2014 |

**TPSS-Term contracts P.O.s**;

| CC Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 7/20/2010 | 1st Choice Restaurant Equip. & Supply | Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers | 740-A1 | 5/2010-01/2012 |
| 9/7/2010 | Alaven Pharmaceutical, LLC | Drugs, Pharmaceuticals & Multi-Vitamins (Human Use) | 269-A1 | 3/2010-1/31/2013 |
| | Ansell Healthcare Products Inc. | Contraceptives | 269-A4 | 7/2006-1/31/2012 |
| | Apothecus Pharmaceutical Corp. | Contraceptives | 269-A4 | 7/2006-1/31/2012 |
| | Auburn Pharmaceutical Co. | Drugs, Pharmaceuticals & Multi-Vitamins (Human Use) | 269-A1 | 3/2010-1/31/2013 |
| 8/2/2011 | BDI Pharma, Inc. | Vaccines and Biologicals | 269-A2 | 02/2012 |
| | Bob Barker Company, Inc. | Clothing & Apparel | 200-A1 | 3/2010-11/2012 |
| 6/29/2010 | Canon | Photocopier Lease & Rental | 985-L2 | 5/2009 – 08/2012 |
| | Central Texas Medical Equipment & Supplies | Drugs, Pharmaceuticals & Multi-Vitamins (Human Use) | 269-A1 | 3/2010-1/31/2013 |
| 11/08/2011 | GT Distributors | Police Equipment & Accessories | 680-A1 | 11/01/2011-10/31/2014 |
| | Graybar Electric | Electrical Equipment & Supplies | 285-A1 | 1/2010-8/2012 |
| 3/7/2011 | Impact Recovery Systems, Inc. | Traffic Control Devices, Markers, Delineators | 550-A2 | 10/2010-8/2013 |
| 11/1/2011 | MMS-Midwest Medical Supply | Hospital Sundries (Disposables) including syringes | 475-A1 | 9/2011-5/2012 |
| | National Vitamin Co. | Drugs, Pharmaceuticals & Multi-Vitamins (Human Use) | 269-A1 | 3/2010-1/31/2013 |
| | Pitney Bowes Inc. | Lease for Mail Equipment, Meters, Scales & Purchase of Supplies<br>Postage Meters-Rental Renewal Only | 985-L1<br>985-L1 | 11/2008-8/2012<br>11/2006-8/2012 |

| | | | | |
|---|---|---|---|---|
| | PlumbMaster, Inc. | Plumbing Parts, Fixtures & Supplies | 670-A2 | 11/2005-12/2099 |
| 11/8/2011 | Precision Delta Corp. | Police Equipment & Accessories | 680-A1 | 11/1/2011-10/31/2014 |
| | Presto Printing | Business Cards through TX Smartbuy | 966-N1 | 1/2007-11/2012 |
| 10/25/2011 | Prime Source Services | Hospital Sundries (Disposables), Including Syringes | 475-A1 | 9/2011-5/2012 |
| 3/20/2012 | Regimed Medical | Drugs, Pharmaceuticals & Multi-Vitamins (Human Use) | 269-A1 | 3/2010-1/31/2013 |
| | Sanofi Pasteur, Inc. | Vaccines & Biologicals<br>Influenza Vaccine | 269-A2<br>269-A3 | 1/2007-2/29/2012<br>3/2010-2/2012 |
| | Texas Correctional Industries | Laundry Supplies<br>Name Plates Easels & Signs (engraved) up to 24”x48”<br>Posture Back Ergonomic | 505-A2<br>665-A2<br>425-A8 | 1/1960-12/2099<br>12/2001-11/2099<br>8/2006-12/2099 |
| | Texas Department of Criminal Justice | Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase | 425-A5 | 5/1987-12/2099 |
| 9/6/2011 | Texas Laundry Service | Laundry Equipment | 500-M1 | 8/1/2011-7/31/2012 |
| | Voss Lightning | Electrical Equipment & Supplies | 285-A1 | 1/2010-8/2014 |
| | Xerox Corporation | Photocopier Lease & Rental | 985-L2 | 5/2009-8/2012 |

**TPSS-DIR**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 9/21/2010 | ARC Austin Ribbon & Computer Supplies, Inc. | DBITS-Technology Migration/Upgrade<br>Software<br>Computer, Thin Clients and Terminals/Computer Operations Services/Software | 886<br>890 | 1/20/2013<br>1/20/2013 |
| 9/13/2011 | AT&T Corp. | TEX-AN NG Communications Technology Services | DIR-TEX-AN-CTSA-005 | 7/1/2016 |
| 6/29/2010<br><br>7/05/2011 | CDW Government, Inc./Oki Data Americas, Inc.<br><br>CDW Government, Inc./Lenovo (US, Inc.) | Computer Equipment, Software, Components, Peripherals & Software<br>Computer Equipment, Software, Components, Peripherals & Software<br>Computer Equipment, Software, Components, Peripherals & Software | 673<br>1364<br>835 | 05/15/2012<br>5/5/2014<br>12/2012 |
| 8/9/2011 | CDW Government, Inc./Oki Data Americas, Inc. | Computer Equipment, Software, Components, Peripherals & Software | 1680 | 6/7/2015 |
| 9/6/2011 | CDW Government, LLC | Networking Products & Services, Networking Equipment, Tele-Network Services & Network | 1381 | 6/9/2014 |
| 11/30/2010 | CRC - Computer Repair Center | Scanners | 1364 | 5/5/2014 |
| | Calence | Computer Equipment, Software, Components, Peripherals & Software<br>Networking Products & Services<br>Audio Conferencing Services, Technology-Based, Conferencing & Video Services<br>Networking Equipment | 838<br>1369 | 12/31/2012<br>5/13/2014 |
| 10/5/2010 | Calence, LLC dba Insight Networking | Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv. | 1460 | 8/30/2014 |

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|---|---|---|---|---|
| | Calence Physical Security Solutions, LLC | Surveillance Camera Products & Related Services | 580 | 1/15/2012 |
| 10/4/2011 | Carahsoft Technology Corporation | Software | 621 | 1/8/2012 |
| 6/14/2011 | CASO Document Management | Software | 1429 | 7/7/11-7/7/14 |
| 5/10/2011 | Cross Match Technologies | Emergency Preparedness Hardware and Related Services | 1024 | 7/17/11-7/17/13 |
| | Daptiv/CIMA | Software Supplies & Services | 841 | 12/29/2012 |
| | Dell Marketing LP | Software | 890<br>1014 | 1/20/2013<br>6/1/2013 |
| 9/13/2011 | Department of Information Resources | TEX-AN NG Communications Technology Services | DIR-TEX-AN-CTSA-005 | 7/1/2016 |
| 7/26/2011 | Econet.com | Security Services | 645 | 2/21/2012 |
| 6/29/2010 | ESI Acquisition Inc. | Contract for Products & Related Services | 822 | 12/4/2012 |
| 7/27/2010<br>3/15/2011<br>11/08/2011 | Environmental Systems Res. Institute | Software Product and Services | 1078 | 09/03/2013 |
| 2/8/2011<br>2/14/2011 | MTM Technologies, Inc. | Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment | 1469<br>1585 | 8/17/11-8/17/14 |
| 09/06/2011 | Paradigm Systems Solutions, Inc. | Computer Solutions, | 1365 | 06/10/11-06/20/14 |
| 12/21/2010 | Presidio Networked Solutions, Inc. | Networking Equipment, Tele-Network Services & Networking Products & Services | 1367<br>1547 | 5/20/11-5/20/14<br>9/22/11-9/22/14 |
| 11/30/2010 | Reyna Enterprises, Inc. dba CRC | Software | 1364 | 5/5/2014 |
| 10/04/2011 | Sequel Data Systems | Software | 621 | 1/8/2012 |
| | SHI Government Solutions, Inc. | Computer Equipment, Software, Components, Peripherals & Software | 810<br>890 | 12/18/2012<br>1/20/2013 |
| | SHI Government Solutions, Inc. | Purchase or Various Software | 1009 | 7/8/2013 |
| | SHI Government Solutions, Inc. | Computer Equipment, Software, Components, Peripherals & Software | 1364 | |
| 7/12/2011 | SHI Government Solutions, Inc. | Hardware and Peripherals and Related Services | 810 | 12/18/2012 |
| 9/13/2011 | Shoretel, Inc. Authorized Dealer<br>Richline Technical Services | Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment | 1603 | 9/27/2014 |
| 11/23/2010 | Spillman Technologies, Inc. | Software | 1623 | 11/3/2014 |
| | Votec | Software | 937 | 2/27/2011-2013 |

**TPSS-TXMAS contracts**;

| CC Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 8/3/2010 | Access Imaging Solutions LLC | Document Imaging | 9-36010 | 6/5/2009 – 3/30/2014 |
| **5/1/2012** | ***Allied Fire Protection-SA LP*** | **Fire Protection Services** | **10-03FAC0100** | **8/11/2010-12/10/2014** |
| 8/10/2010 | Aria Medical | Medical Equipment and Supplies | 7-6511A020 | 2/9/2007-6/29/2013 |
| 8/3/2010 | 4MD Medical Solutions | Medical Equipment | 10-65IIA010 | 11/19/2009-8/14/2013 |
| | All Steel Inc. | Office Furniture | 9-71I030 | 10/31/2008-9/30/2013 |
| | Beta Technology, Inc. | Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services | 5-73050 | 7/13/2005-3/31/2015 |
| 2/21/2012 | Bob Barker | Detention Supplies | 12-84050<br>12-73020 | 12/7/2011-4/22/2012<br>12/7/2011-2/10/2013 |
| 11/08/2011 | Business Interiors by Staples<br>The Hon Company<br>Mayline Group | Special Use Furniture<br>Special Use Furniture | 6-71111060<br>4-71111060 | 5/10/2006-2/26/2012<br>07/02/2004-05/31/2012 |
| | B&H Photo & Video | Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based) | 8-67030 | 1/25/2008-8/2/2014 |
| | B&H Photo & Video | VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories | 8-58I020 | 1/25/2008-1/31/2015 |
| | Datum Filing Systems Inc. | Office Furniture | 5-711010 | 9/15/2004-5/31/2012 |
| | Diaz Floors & Interiors | Floor Covering | 5-721A060 | 2/17/2005-8/3/2014 |
| 9/21/2010 | Dream Ranch d b a Cartridge World | Ink and Toner Cartridges | 8-75040 | 7/23/2008-5/31/2012 |
| 8/9/2011 | Eagle Mountain Flag and Flagpole | Flags, Banners, Pennants, and Related Products | 7-780160 | 8/23/2007-5/31/2012 |
| | Emergency Vehicle Equipment | Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine | 5-840180 | 6/17/2005-8/31/2014 |
| 09/06/2011 | Ergogenesis, LLC | Office Furniture | 11-71080 | 07/14/2011-05/05/2016 |
| | Fed Ex Kinko's | The Office, Imaging & Document Solution | 5-36020 | 1/14/2005-10/13/2013 |
| 6/15/2010 | Firetrol Protection Systems, Inc. | Facilities Maintenance & Management | 6-03FAC020 | 7/12/2006-4/23/2016 |
| | GCR Tires Centers Of Pharr | Tires | 7-261020 | 1/19/2007-12/20/2016 |
| 6/21/2011 | Gateway Printing & Office Supply, Inc. | Office Products/Supplies & Services & New Products/Technology | 5-75020-13 | 7/7/2005-5/31/2012 |
| 10/25/2011 | Gateway Printing & Office Supply, Inc. | Special Use Furniture | 6-71111060-11 | 5/10/2006-3/27/2012 |
| | Global Industries, Inc. | Office Furniture | 3-7111010 | 11/21/2002-12/31/2012 |
| 8/2/2011 | MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS | Access Control Systems | 9-84060 | 6/23/2009-11/30/2013 |
| 11/16/2010 | Jasper Seating Company, Inc. dba J.S.I and Community | Office Furniture | 9-71I020 | 10/9/2008 – 6/24/2013 |

| | | | | |
|---|---|---|---|---|
| 05/10/2011 | Johnson Controls, INC. | Complete Facilities Maintenance and Management | 5-03FAC020 | 12/08/2004-07/13/2014 |
| 10/25/2011 | Jones & Cook Stationers | Special Use Furniture | 6-71111060-11 | 5/10/2006-2/26/2012 |
| | Kimball International Marketing | Office Furniture | 3-711060 | 12/16/2002-1/27/2012 |
| 6/14/2011 | Lone Star Uniforms, Inc. | Uniforms & Clothing | 9-840100 | 8/10/2009-5/14/2014 |
| | MCS Metroplex | Access Control Systems | 9-84060 | 6/23/2009-11/30/2013 |
| | MSC Industrial Supply Co. | Hardware | 3-51V020 | 6/4/2003-10/31/2012 |
| | Mayline Company | Office Furniture | 4-7110330 | 7/2/2004-11/30/2011 |
| | Michelin North America, Inc. | Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs. | 7-261010 | 12/19/2006-12/5/2011 |
| 1/31/2012 | National Office Furniture | Office Furniture | 11-71050 | 5/5/2011-3/30/2016 |
| 1/31/2012 | OfficeSource, LTD | Office Furniture | 11-71050-27 | 5/5/2011-3/30/2016 |
| 1/24/2012 | OfficeSource LTD | Office Furniture | 3-711060-3 | 12/16/02-1/27/2012 |
| 11/1/2011 | RSC | Hardware Equipment Rental | 9-51v010 | 10/20/2008-08/29/2012 |
| 12/13/2010 | Red Wing Shoe Industrial | Shoes | 9-84090 | 8/12/2009-9/30/2012 |
| | Sherwin Williams | Maintenance & Hardware | 5-51V010 | 10/11/2004-1/31/2013 |
| | Simplexgrinnell, LP | Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine | 5-84070 | 12/6/2004-6/30/2012 |
| 8/16/2011 | SimplexGrinnell, LP | Fire Alarm & Suppression Services | 5-03FAC010 | 12/6/2004-6/26/2013 |
| | Snap-On Industrial | Hardware Products & Services | 3-51V010 | 9/20/2002-1/31/2016 |
| | Southern Tire Mart LLC-Michelin Bridgestone | Tires | 7-261010<br>7-261020 | 12/19/2006-12/5/2011<br>1/19/2007-12/20/2011 |
| 7/20/2010 | State Industrial Products | Hardware Superstore 12/27/2004 – 11/30/2010 | 5-51V020 | 12/27/2004-11/30/2015 |
| | Tandus US, Inc. | Floor Covering | 5-721A060 | 2/17/2005-8/3/2014 |
| 8/9/2011 | Teknion dba WorkSpace Solutions, Inc. | Office Furniture | 3-7110570-4 | 9/22/03-3/8/2014 |
| 11/22/2010 | The Hon Company | Office Furniture | 6-71111060 | 5/10/2006 – 2/26/2012 |
| | Tire Centers, LLC<br>Michelin North America, Inc. | Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services | 11-23V070 | 07/16/2011-05/31/2012 |
| | Tremco, Inc. | Bldg. & Bldg. Materials/Industrial Services & Supplies | 6-56050 | 3/6/2006-5/31/2014 |
| | United Rentals, Inc. | Hardware Superstore, Heavy Vehicle Equipment | 7-51V080 | 7/5/2007-7/31/2015 |
| | Visual Innovations Company, Inc. | Professional Audio/Video, Telecommunications and Security Solutions | 4-581010 | 10/24/2003-7/7/2012 |
| | W.W. Grainger, Inc. | Industrial, Janitorial Supplies | 2-539030 | 8/26/2002-2/28/2014 |
| | World Wide Imaging Supplies | Office Products | 8-75030 | 5/2/2008-10/1/2012 |

**TPSS-State Travel Management Program**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | Enterprise Rent a Car | Car Rental | TX-C1080 | 3/31/2004-05/31/2012 |
| | Avis Rent a Car Systems | Car Rental | TX-C1080 | 3/31/2004-05/31/2012 |

**TIPS**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | 3-C Technology | Audio Visual Equipment & Supplies<br>Computer Equipment, Components & Peripherals | 1032609<br>1072309 | 3/26/2012<br>7/23/2012 |
| 8/30/2011 | Chemical Response & Remediation Contractors, Inc. | Trades, Temporary Labor and Materials<br>Professional Consulting and Other Related Services | 3042811<br>2052810 | 4/28/2012<br>5/28/2012 |
| 11/22/2011 | Diaz Floors & Interiors | Trades, Temporary Labor and Materials | 3042811 | 4/28/11-4/28/12 |
| 4/10/2012 | Arbor Construction & Energy Management | Trades, Temporary Labor & Materials | 304282011 | 4/28/11-4/28/12 |

**US Communities**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 12/07/2010 | GTSI | Computer Equipment, Software, Components & Peripherals<br>Software | RQ09-997736-42D | 5/01/2009-4/30/2013 |
| | Graybar | Electrical Products | MA-43272-6 | 1/31/2013 |
| | Insight Public Sector | Technology Products Equipment & Technology Services/Solutions | RQ-09-997736-42b | 5/01/2009-4/30/2013 |
| 8/03/2010 | Service Wear Apparel | Uniform and Work Apparel | A1465-10 | 9/01/2010-12/31/2014 |
| 11/22/2011 | The Home Depot | Maintenance/Hardware Supplies | 11019 | 8/1/2011-7/31/2014 |
| 6/22/2010 | Tech Depot | Technology Products & Solutions | RQ09-997736-42C | 5/1/2009-4/30/2013 |

**TCPN**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 6/15/2010 | CAS Companies, LP | Job Order Contracting Services | R-5004 | 3/31/2010-3/31/2015 |
| | CDW | Computer, Components, Peripherals & Software | R-4713 | 9/30/2006-3/31/2012 |
| 1/31/2012 | CDW-G | Hardware, Software and Services | R-5106 | 1/9/2012-12/31/2012 |
| **5/1/2012** | ***Facilities-USA, LLC*** | **Job Order Contract (JOC)** | **R-5085** | **11/1/2011-10/31/2012** |
| | GovConnection | Computer, Components, Peripherals & Software | R-4718 | 9/30/2006-3/31/2012 |
| 8/17/2010 | Jamail & Smith Construction | Job Order Contract (JOC) | R4957 | 3/31/2010-3/31/2015 |
| 7/12/2011 | Lowe's Home Centers, Inc. | MRO Equipment, Supplies & Related Items/Services | R4954 | 3/31/2010-3/31/2015 |
| | Office Depot | Furn., Office, Instructional or Library Office & School | R5023 | |

| | | | | |
|---|---|---|---|---|
| 9/14/2010 | | Supplies, Printing & Shipping Services, Promotional Prod./Printing Services. | | 7/12/2010-2/28/2015 |
| 2/22/2011 | Quill.com | Office Supplies & School Products | R-4945 | 2/28/2010-2/28/2015 |
| 6/28/2011 | Separation Systems Consultants, Inc. (SSCI) | Environmental Services | R-5068 | 06/01/2011-05/31/2016 |
| | Tandus US LLC | Commercial Floor Covering Systems | R-4882 | 7/31/2008-7/31/2013 |
| | Tech Depot | Computer, Components, Peripherals & Software | R-4716 | 9/30/2006-3/31/2012 |
| 4/5/2011 | Trane | Heating, Ventilating, Air Conditioning & Plumbing | R-5045 | 10/13/2010-9/30/2017 |
| 05/10/2011 | ThyssenKrupp Elevator Corp. | Elevator Products & Services | R-5042 | 9/30/2010-9/30/2015 |
| | Xerox Corporation | Document Management (Copiers) | R-4671 | 5/31/2010-5/31/2015 |
| | Xerox Supplies | Paper fine | R-4929 | 12/31/2009-12/31/2014 |

**GSA**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 6/21/2011 | Advanced Training Systems, Inc. | Mission Oriented Business Integrated Services | GS 02 F 0404D | 3/31/2016 |
| 11/22/2011 | Brazos Technology Corporation | General Purpose Commercial Information Technology Equipment, Software and Services | GS 35F 0096X | 11/30/2015 |
| 04/10/2012 | Buckstaff Public Safety, Inc. | Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster | GS-07F-0251T | 02/28/2012 |
| 4/10/2012 | CDW-G | General Purpose Commercial Information Technology Equipment, Software and Services | GS-35F0195J | 5/29/2012 |
| 8/3/2010 | Comtech LLC | Software and Services | GS-35F-0431K | 5/23/2015 |
| | Dell | Computer Equipment, Software, Components, Peripherals & Software | GS-35F-4076D | |
| 04/10/2012 | DLT Solutions | General Purpose Commercial Information Technical Equipment, Software and Services | GS-35F-4543G | 5/31/2012 |
| 11/23/2010 | Element K Corporation | IT Solutions & Electronics | GS-35F-0042L | 10/19/2015 |
| 6/29/2010 | Galls/Aramark | | GS-07F-0157M | |
| 12/28/2010 | ICx Technologies, Inc. | Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response | GS-07F-0117U | 12/5 2012 |
| 11/16/2010 | ICS Jail Supplies, Inc. | Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response | GS-07F-0552U | 9/29/2013 |
| 3/29/2011 | John E. Reid and Associates, Inc. | Training Aids and Devices; Instructor LED training; Course Development and Test; | GS-02F-0164P | 4/23/2014 |
| | NYP CORP | Shipping, Packaging and Packing Supplies | GS-14F-1237H | |
| 6/28/2011 | Safety Vision, LLC | Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster | GS-07F-0022J | 9/30/2013 |

| | | | | |
|---|---|---|---|---|
| | | Response | | |
| | Tactical Gear Now, Inc. | | GS-07F-5508R | |
| 10/4/2011 | Ultrabac | General Purpose Commercial Information Technology Equipment, Software and Services | GS-35F-0243K | 02/03/2015 |

**HGAC**;

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | A & B Communications | Communications Equipment & Services | RA01-08 | Thru Dec. 31, 2011 |
| 12/13/2010 | Caldwell Country Chevrolet | Current Model Cars & Light Trucks | VE03-06 | Thru Oct 31, 2011 |
| 3/20/2012 | Daco Fire Equipment | General Purposse & Emergency Vehicles | FS12-11 | 12/1/2011-11/30/2013 |
| | EF Johnson Co. | Communications Equipment & Services | RA01-08 | |
| | Motorola | Communication Equipment & Services | RA01-08 | 04/30/2012 |
| 12/21/2010 | Source Incorporated of Missoury dba Source, Inc. | Wireless Telecomm Equipment & Services | CW05-02<br>CW10-09 | 6/1/2005-5/31/2012<br>11/1/2009-10/31/2012 |
| | Sprint | Communication Equipment & Services | CW-05/02 | 6/1/2005-5/31/2012 |
| | Superior Alarms | Surveillance & Access Control Equipment | SE05-05 | |
| | Superior Alarms | Video Surveillance Systems | SE05-08 | |
| 7/20/2010 | Superior Alarms | Surveillance, Access Control & Security Fencing | SE05-10 | 05/1/2010 – 04/30/2012 |
| 10/25/2011 | The Play Well Group | Parks and Recreation Equipment | PR11-10 | 11/1/2010-10/31/2012 |
| 7/5/2011 | Wastequip | Public Works Equipment-Refuse Handling Equipment | RC08-10 | 8/1/2010-7/31/2012 |

**CHOICE FACILITY PARTNERS;**

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 12/07/2010 | Herrera & Hunt | Job Order Contracting and Related Services | 09/040JC-07 | 6/16/2009-6/15/2012/3 |
| 12/07/2010 | Herrera & Hunt, Inc. | Job Order Contracting and Related Services | 07/007JC-01 | 5/15/2007-5/14/2012 / 1 |
| 10/12/2010 | Hydro-Stop Inc. LLC | Roofing | 08/021JC-01 | 7/1/2008 – 7/31/2011/2 |
| 12/07/2010 | Alpha Building Corporation | Job Order Contracting and Related Services | 06/035JC-01 | 12/19/2007-2/24/2011/2 |
| 12/07/2010 | Alpha Building Corporation | Job Order Contracting and Related Services | 10/030JC-01 | 02/22/2010-02/21/2011/6 |

**NJPA NATIONAL JOINT POWERS ALLIANCE**

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 2/14/2010 | Pasco Brokerage, Inc. | Appliances & Equipment | 120209-PBI | 12/18/2013 |

***Denotes: New Vendor added for approval**

☐ **Contract Renewed**

**AI-31945** **12. M.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

## Information

CAPTION

Requesting approval of payment for Invoice No.7 in the amount of $6,628.56 (3rd Call, Morningside South Subdivision) as submitted by project engineer SAM Engineering & Surveying, Inc.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-900-0-334

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

BUDGETARY IMPACT:

P.O.#628242

## Attachments

Invoice No.7 SAM Engineering and Surveying, Inc.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/20/2012 08:51 AM |
| Budget & Management | Merlen P. Munoz | 04/20/2012 09:27 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Marcie Jackson Started On: 04/17/2012 01:32 PM

Final Approval Date: 04/25/2012

SAM Engineering and Surveying, Inc.
SAMES
SAM ENGINEERING & SURVEYING INC.
200 South Cage Blvd, Pharr, Texas 78577, P.O. Box 3353 (78540)

April 11, 2012

Agapito Vargas
Colonia Access Program Director
Hidalgo County
301 East State Street
Pharr, Texas 78577

Re; Final Invoice #7 for Engineering Design Services in relation to the Hidalgo County Border Colonia Access Program 3rd Call, for the County, Precinct #2
Contract No.: C-CAP 09-338-08-25

| | DESCRIPTION | BUDGET | PERCENT | AMOUNT |
|---|---|---|---|---|
| 1. | Preliminary Design Phase | | | |
| | a. Morningside, Aldamas Unit 1&2 | $ 32,265.68 | 100.0 | $32,265.68 |
| 2. | Final Design Phase | | | |
| | a. Morningside, Aldamas Unit 1&2 | $ 32,265.68 | 100.0 | $ 32,265.68 |
| 3. | Construction Phase | | | |
| | a. Morningside, Aldamas Unit 1&2 | $ 16,132.84 | 100.0 | $16,132.84 |
| | **BUDGET** | **$80,664.20** | **100.0%** | **$80,664.20** |

Total Completed to date; $ 80,664.20
Previously Billed $ 74,035.64
**Balance Due** **$6,628.56**

REQ.# 161508 P.O.# 628242
2-1312-431-00-122-900-0-334→$6,628.56
MORNINGSIDE SOUTH SUBDIVISION

SAMES, INC
By Samuel Maldonado, PE. RPLS

INVOICE RECEIVED BY: _____ ON 4/12/12
GOODS/SERVICES RECEIVED BY: _____ ON 4/12/12

Engineering Firm: SAMES, INC.
Border Colonia Access Program- Round III
Contract No.: C-CAP 09-338-08-25

Work Authorization No. 1
Schedule of Values

| TWDB ID | Colonia Name | Engineering Fee | Preliminary Design Phase (%) | Preliminary Design Phase 40% | Final Design Phase (%) | Final Design Phase 40% | Construction Phase (%) | Construction Phase 20% | Total This Invoice | Previous Payment | Currenty Amount Earned | % Completed | Engineering Fee Available Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CSJ # 3C1080900 | Morningside Sou | $ 33,142.82 | 100% | $ 13,257.13 | 100% | $ 13,257.13 | 100% | $ 6,628.56 | $ 33,142.82 | $ 26,514.26 | $ 6,628.56 | 100% | $ - |
| CSJ # 3C1080937 | Aldamas 1& 2 | $ 47,521.38 | 100% | $ 19,008.55 | 100% | $ 19,008.55 | 100% | $ 9,504.28 | $ 47,521.38 | $ 47,521.38 | $ - | 100% | $ - |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | Totals | $ 80,664.20 | | $ 32,265.68 | | $ 32,265.68 | | $ 16,132.84 | $ 80,664.20 | $ 74,035.64 | **$ 6,628.56** | | $ - |
| | | | | | | | | | | | | | |

PROJECT COMPLETION:
Anticipated Completion Date: 31-Dec-11

EXTENSION:
Date Extension was approved Court: N/A

PROJECT ENGINEER
Name (Print): SAMES, INC (Samuel D Maldonado, PE. RPLS)

Signature: _____

Date: 4/11/2012

Colonia Access Program Director: Agapito Vargas

Signature: _____

Date: _____

**AI-31937** **12. N.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Change Order No. 2 with contractor Homero Alvarez dba Alvarez Construction for Morningside South Subdivision, Pct. No. 2 with quantitative adjustments as submitted through project engineer, SAME Engineering & Surveying, Inc. (C-CAP-11-022-03-07.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-900-0-731/733

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Change Order No.2 Morningside South Subdivision

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Yvette Islas | Yvette Islas | 04/17/2012 04:41 PM |
| Purchasing Department | Marty Salazar | 04/19/2012 01:30 PM |
| Budget & Management | Merlen P. Munoz | 04/19/2012 01:33 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Marcie Jackson Started On: 04/17/2012 09:37 AM

Final Approval Date: 04/25/2012

# CHANGE ORDER NUMBER 2

Project: MORNINGSIDE SOUTH SUBDIVISION

DATE OF ISSUANCE: March 19, 2012 EFFECTIVE DATE: May 01, 2012

OWNER: HIDALGO COUNTY PRECINT NO. 2
OWNER'S CONTRACT NO: C-CAP-11-022-03-07

CONTRACTOR: HOMERO ALVAREZ d/b/a ALVAREZ CONST.
613 FERGUSON ROAD
DONNA, TEXAS 78537

ENGINEER: SAM ENGINEERING & SURVEYING, INC.
200 S. CAGE BLVD, SUITE A
PHARR, TEXAS 78577

You ar directed to make the following changes in the Contract Documents.

Description:

1. Reduction of 313.60 SY of concrete driveways.
2. Installation of 791.30 SY of asphalt driveways.
3. Installation of 24 LF of 18" RCP.
4. Installation of (1) 10'x10' junction box.
5. Reduction of sediment fence installation and removal from contract.
6.

Reason for Change Order:

1. Reconcillation of quantities.
2. Reconcillation of quantities.
3. Reconcillation of quantities.
4. Preparation for future project.
5. Reconcillation of quantities.
6.

Attachments:

| CHANGE IN CONTRACT PRICE: | | CHANGE IN CONTRACT TIME: |
|---|---|---|
| Original Contract Price<br>$ 302,664.38 | | Original Contract Time for<br>Substantial Completion: 90 calendar days or dates |
| Net Changes from previous Change Order<br>$ 0.00 | | Net Change from previous Change Orders<br>101 calendar days |
| Contract Price prior to this Change Order<br>$ 302,664.38 | | Contract Time prior to this Change Order<br>Substantial Completion: 191 calendar days or dates |
| Net Increase(decrease) of this Change Order<br>$ 0.00 | | Net Increase(decrease) of this Change Order<br>0 calendar days |
| Contract Price with all approved Change Orders<br>$ 302,664.38 | Net % increase(decrease)from original contract price.<br>0.00% | Contract Time with all approved Change Orders<br>Substantial Completion: 191 calendar days or dates |

**RECOMMENDED:**

By: _____
Enigineer (Authorized Signature)

Date: 3/27/2012

**APPROVED:**

By: _____
Owner (Authorized Signature)

Date: _____

**ACCEPTED:**

By: Homero Alv
Contractor (Authorized Signature)

Date: March 21, 2012

**Exhibit E-B**

# CHANGE ORDR No.2 TABULATION
## HIDALGO COUNTY PRECINCT No.2
## MORNINGSIDE SOUTH SUBDIVISION
## PROJECT C-CAP-11-022-03-07

| ITEM NO. | ORIGINAL PLAN QUANTITY | C.O. No1 QUANTITIES | C.O. No2 QUANTITIES | UNIT | DESCRIPTION | ORIGINAL UNIT PRICE | REVISED UNIT PRICE | ORIGINAL CONTRACT COST | CONTRACT COST C.O.#1 | CONTRACT COST C.O.#2 |
|---|---|---|---|---|---|---|---|---|---|---|
| MORNINGSIDE SOUTH SUBDIVISION | | | | | (905) ROADWAY CONSTRUCTION | | | | | |
| 100 | 23.82 | 0 | 23.82 | CY | PREPARATION OF RIGHT-OF-WAY | $840.00 | $0.00 | $20,008.80 | $0.00 | $20,008.80 |
| 152 | 10196 | 0 | 10196 | SY | 6" ROAD GRADER WORK (DC) SUBGRADE | $2.00 | $0.00 | $20,392.00 | $0.00 | $20,392.00 |
| 247 | 9651.5 | 0 | 9651.5 | SY | 8" FLEX BASE (COMPL IN PLC)(TY-D GR6 CL3) | $5.30 | $0.00 | $51,152.95 | $0.00 | $51,152.95 |
| 260 | 86 | 0 | 86 | GAL | LIME TREATMENT AT 3% | $200.00 | $0.00 | $17,200.00 | $0.00 | $17,200.00 |
| 310 | 1931 | 0 | 1931 | SY | ASPH MATRL (MC-30) | $8.00 | $0.00 | $15,448.00 | $0.00 | $15,448.00 |
| 340 | 8287.5 | 0 | 8287.5 | LS | 1 1/2" HOT MIX ASPHALT CONC. TYPE-D | $6.75 | $0.00 | $55,940.63 | $0.00 | $55,940.63 |
| 500 | 1 | 0 | 1 | LF | MOBILIZATION | $3,000.00 | $0.00 | $3,000.00 | $0.00 | $3,000.00 |
| 502 | 4 | 0 | 4 | LF | BARRICADES, SIGN AND TRAFFIC HANDLING | $1,000.00 | $0.00 | $4,000.00 | $0.00 | $4,000.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | MORNINGSIDE SOUTH SUBDIVISION PAVING SUB-TOTAL | | | $187,142.38 | $0.00 | $187,142.38 |
| | | | | | (906) DRAINAGE | | | | | |
| 529 | 4764.5 | 0 | 4764.5 | SY | CONC CURB & GUTTER (18"X12") | $7.00 | $0.00 | $33,351.50 | $0.00 | $33,351.50 |
| 360 | 851.5 | 0 | -313.6 | SY | DRIVEWAY (CONCRETE) | $25.00 | $0.00 | $21,287.50 | $0.00 | ($7,840.00) |
| 467 | 8 | 0 | 8 | LF | SAFETY END TREATMENT | $1,000.00 | $0.00 | $8,000.00 | $0.00 | $8,000.00 |
| 467 | 3 | 0 | 3 | LF | TYPE "C" GRATE INLET | $4,000.00 | $0.00 | $12,000.00 | $0.00 | $12,000.00 |
| 506 | 4795 | 0 | -4,495 | EA | TEMP SEDMT CONT FENCE | $1.50 | $0.00 | $7,192.50 | $0.00 | ($6,742.50) |
| 506 | 4795 | 0 | -4,795 | EA | TEMP SEDMT CONT FENCE (REMOVE) | $0.50 | $0.00 | $2,397.50 | $0.00 | ($2,397.50) |
| 530 | 508.5 | 0 | 791.3 | EA | DRIVEWAY (ASPH CONC PAV)(PB-1) | $8.00 | $0.00 | $4,068.00 | $0.00 | **$10,398.40** |
| 556 | 200 | 0 | 24 | LF | 18" RCP STORM DRAIN CL III | $35.00 | $0.00 | $7,000.00 | $0.00 | **$7,840.00** |
| 556 | 80.9 | 0 | 80.9 | LF | 72" RCP STORM DRAIN CL III | $200.00 | $0.00 | $16,180.00 | $0.00 | $16,180.00 |
| | 80.9 | 0 | 80.9 | EA | TRENCH PROCTECTION | $50.00 | $0.00 | $4,045.00 | $0.00 | $4,045.00 |
| | | 0 | 1 | EA | 10"X10' JUNCTION BOX | | $9,809.60 | $0.00 | $0.00 | **$9,809.60** |
| | | | | | | | | | | |
| | | | | | MORNINGSIDE SOUTH SUBDIVISION DRAINAGE SUB-TOTAL | | | $115,522.00 | $0.00 | $115,522.00 |
| | | | | | MORNINGSIDE SOUTH SUBDIVISION PROJECT TOTAL | | | **$302,664.38** | **$0.00** | **$302,664.38** |

**AI-31911** **12. O.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

## Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of the following with contractor Asago, LLC dba Asago Construction for Balli Estates Subdivision, Pct. No. 1 as submitted and recommended by project engineer TEDSI Infrastructure Group (C-CAP-11-127-05-23):

1. Application for payment No. 6 (Retainage Release) in the amount of $29,816.74;
2. "Certificate of Construction Completion" reflecting the completion date of January 13, 2012.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1312-206-00-000-026-0-000

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

BUDGETARY IMPACT:

P.O.#663394 for Asago, LLC d/b/a Asago Construction.

Contract amount is $475,093.75, PO has been paid in full

Retainage payable amount is $29,816.74, pending to be paid, pending CC approval. Funds available as of 4-19-12.

## Attachments

Application for Payment No.6 Retainage Release Balli Estates Subdivision

Certificate of Construction Completion Balli Estates Subdivision

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Yvette Islas | Yvette Islas | 04/13/2012 03:50 PM |
| Purchasing Department | Marty Salazar | 04/18/2012 01:50 PM |
| Budget & Management | Merlen P. Munoz | 04/18/2012 01:59 PM |
| Ivan Cantu | Ivan Cantu | 04/19/2012 09:34 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Marcie Jackson Started On: 04/13/2012 10:44 AM

Final Approval Date: 04/25/2012

# APPLICATION FOR PAYMENT NO. 6 - RETAINAGE RELEASE

To: HIDALGO COUNTY (OWNER)
From: ASAGO, LLC dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-11-127-05-23
Project: ROAD AND DRAINAGE CONSTRUCTION FOR BALLI ESTATES SUBDIVISION
Owner's Contract No. C-CAP-11-127-05-23 Engineer's Project No. _____
For Work accomplished through the date of: February 3, 2012

| | | |
|---|---|---|
| 1. Original Contract Price: | $12,124.10-10% 1.Appl | $394,493.00 |
| 2. Net change by Change Order and Written Agreements(+or-): | $4,320.45-5% 2.Appl | $80,600.75 |
| 3. Current Contract Price (1 plus 2): | $6,887.54-5% 3.Appl | $475,093.75 |
| 4. Total completed and stored to date: | $6,239.65-5% 4.Appl | $475,093.75 |
| 5. Retainage (per Agreement): | $245.00-5% 5.Appl | |
| | Total $29,816.74 | |
| 5% of completed Work: | | |
| _____ of stored material | | |
| Total Retainage: | | $0.00 |
| 6. Total completed and stored to date less retainage (4 minus 5) | | $475,093.75 |
| 7. Less previous Application for Payments: | | $445,277.01 |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) | | $29,816.74 |

**Accompanying Documentation:**

APPLICATION FOR PAYMENT
ESTIMATE AND QUANTITY
SCHEDULE OF VALUES
PUNCH LIST

REQ.# 202189 P.O.# 663394
2-1312-206-00-000-026-0-000→$29,816.74
BALLI ESTATES SUBDIVISION-RTNGE

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 6-Ret Release inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 4/9/12

ASAGO, LLC dba ASAGO CONSTRUCTION
CONTRACTOR

Raul Iglesias, Partner

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 9th day of APRIL, 2012

NOTARY PUBLIC STATE OF TEXAS
MARTIN JIMENEZ JR
My Commission Expires
November 21, 2015

Notary Public
My Commission expires: Nov. 21st 2015

TEDSI Infrastructure Group Inc
ENGINEER

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 04/12/2012

INVOICE RECEIVED BY: _____ ON 4/12/12
GOODS/SERVICES RECEIVED BY: _____ ON 4/12/12

Jose A .Sanchez, P.E.

**Asago, LLC dba Asago Construction** Contractor Name
**08/25/2011** Starting Date
**3/6/2012** Project Ending Date
**5%** Retainage Percent

Application No: **6-RETAINAGE RELEASE**
Application Date: **04/06/2012**
Period To: **2/3/2012**
Engineer Firm: **TEDSI Infrastructure Group Inc**

**Summary**

| CSJ# | Project Name | Original Schedule Value | Revised Schedule Value | Payment Application No 1 (10% Ret) | Payment Application No 2 (5% Ret) | Payment Application No 3 (5% Ret) | Payment Application No 4 (5% Ret) | Payment Application No 5 (5% Ret) | Total To Date | Balance To Finish | Retainage (10%&5%) | Net | Total To Date | Payment Due |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3C1080063 | Balli Estates | $394,493.00 | $475,093.75 | $121,241.00 | $86,409.00 | $137,750.75 | $124,793.00 | $4,900.00 | $475,093.75 | $0.00 | $29,816.74 | $445,277.01 | $475,093.75 | $29,816.74 |
| | | | | | | | | | | | | | | |
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| | | | |
|---|---|---|---|
| Asago, LLC dba Asago Construction | Contractor Name | Application No.: | 6-Retainage Release |
| 8/25/2011 | Starting Date | Application Date: | 4/12/2012 |
| 3/6/2012 | Project Ending Date | Period To: | 2/3/2012 |
| Balli Estates Subdivision | Engineer's / County Project Description | Engineer's / County Project No.: | 3C1080063 |

| No. | Item Code | Description | Unit | Original Schedule Value | | | Revised Schedule Value | | | First Month | | | Second Month | | | Third Month | | | Fourth Month | | | Fifth Month | | | Retainage Release | | | Total to Date | Balance To Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Rates | QTY | Dollars | Rates | QTY | Dollars | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | | QTY | Dollars |
| | | (905) ROADWAY | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 0104 | REMOVING CONC (DRIVEWAYS) | SY | $13.00 | 111 | $1,443.00 | | | | 111 | 111 | $1,443.00 | | 111.00 | $0.00 | | 111.00 | $0.00 | | 111.00 | $0.00 | | 111.00 | $0.00 | | 111.00 | $0.00 | $1,443.00 | - | $0.00 |
| 2 | 0104 | REMOVING CONC (CURB) | LF | $10.00 | 192 | $1,920.00 | | | | 192 | 192 | $1,920.00 | | 192.00 | $0.00 | | 192.00 | $0.00 | | 192.00 | $0.00 | | 192.00 | $0.00 | | 192.00 | $0.00 | $1,920.00 | - | $0.00 |
| 3 | 0104 | REMOVE CONC PAVEMENT AND CURB | SY | $8.00 | 4601 | $36,808.00 | | | | 4601 | 4601 | $36,808.00 | | 4,601.00 | $0.00 | | 4,601.00 | $0.00 | | 4,601.00 | $0.00 | | 4,601.00 | $0.00 | | 4,601.00 | $0.00 | $36,808.00 | - | $0.00 |
| 4 | 0104 | REMOVE CONC GUTTER AND APRON | LF | $13.00 | 282 | $3,666.00 | | | | 246 | 246 | $3,198.00 | 36 | 282.00 | $468.00 | | 282.00 | $0.00 | | 282.00 | $0.00 | | 282.00 | $0.00 | | 282.00 | $0.00 | $3,666.00 | - | $0.00 |
| 5 | 0110 | EXCAVATION (ROADWAY) | CY | $20.00 | 283 | $5,660.00 | | | | 283 | 283 | $5,660.00 | | 283.00 | $0.00 | | 283.00 | $0.00 | | 283.00 | $0.00 | | 283.00 | $0.00 | | 283.00 | $0.00 | $5,660.00 | - | $0.00 |
| 6 | 0132 | ENBANKMENT (FINAL)(ORD COMP)(TY C) | CY | $30.00 | 38 | $1,140.00 | | | | 38 | 38 | $1,140.00 | | 38.00 | $0.00 | | 38.00 | $0.00 | | 38.00 | $0.00 | | 38.00 | $0.00 | | 38.00 | $0.00 | $1,140.00 | - | $0.00 |
| 7 | 0247 | FL BS (CMP IN PLC)(TY E GR 4)(FINAL POS) | SY | $8.00 | 4726 | $37,808.00 | | | | 4726 | 4726 | $37,808.00 | | 4,726.00 | $0.00 | | 4,726.00 | $0.00 | | 4,726.00 | $0.00 | | 4,726.00 | $0.00 | | 4,726.00 | $0.00 | $37,808.00 | - | $0.00 |
| 8 | 0251 | REWORK BS MTL (TY D)(8")(DENS CONT) | SY | $2.00 | 15441 | $30,882.00 | | | | | - | $0.00 | 8704 | 8,704.00 | $17,408.00 | 6737 | 15,441.00 | $13,474.00 | | 15,441.00 | $0.00 | | 15,441.00 | $0.00 | | 15,441.00 | $0.00 | $30,882.00 | - | $0.00 |
| 9 | 0310 | PRIME COAT (MC-30) | GAL | $7.00 | 4010 | $28,070.00 | | | | | - | $0.00 | | - | $0.00 | 1288 | 1,288.00 | $9,016.00 | 2722 | 4,010.00 | $19,054.00 | | 4,010.00 | $0.00 | | 4,010.00 | $0.00 | $28,070.00 | - | $0.00 |
| 10 | 0340 | D-GR HMA(METH) TY-D SAC-B PG64-22 | SY | $7.00 | 20041 | $140,287.00 | | | | | - | $0.00 | | - | $0.00 | 6441 | 6,441.00 | $45,087.00 | 13600 | 20,041.00 | $95,200.00 | | 20,041.00 | $0.00 | | 20,041.00 | $0.00 | $140,287.00 | - | $0.00 |
| 11 | 0500 | MOBILIZATION | LS | $900.00 | 1 | $900.00 | | | | 1 | 1 | $900.00 | | 1.00 | $0.00 | | 1.00 | $0.00 | | 1.00 | $0.00 | | 1.00 | $0.00 | | 1.00 | $0.00 | $900.00 | - | $0.00 |
| 12 | 0502 | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO | $1,000.00 | 4 | $4,000.00 | | | | 1 | 1 | $1,000.00 | | 1.00 | $0.00 | 1 | 2.00 | $1,000.00 | 2 | 4.00 | $2,000.00 | | 4.00 | $0.00 | | 4.00 | $0.00 | $4,000.00 | - | $0.00 |
| 13 | 0666 | REFL PAV MRK TY I (W) 24"(SLD)(100MIL) | LF | $9.00 | 191 | $1,719.00 | | | | | - | $0.00 | | - | $0.00 | | - | $0.00 | 191 | 191.00 | $1,719.00 | | 191.00 | $0.00 | | 191.00 | $0.00 | $1,719.00 | - | $0.00 |
| 14 | 0666 | REFL PAV MRK TY I (Y) 4" (BRK)(100MIL) | LF | $1.00 | 1200 | $1,200.00 | | | | | - | $0.00 | | - | $0.00 | | - | $0.00 | 1200 | 1,200.00 | $1,200.00 | | 1,200.00 | $0.00 | | 1,200.00 | $0.00 | $1,200.00 | - | $0.00 |
| 15 | 0666 | REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) | LF | $1.00 | 1760 | $1,760.00 | | | | | - | $0.00 | | - | $0.00 | | - | $0.00 | 1760 | 1,760.00 | $1,760.00 | | 1,760.00 | $0.00 | | 1,760.00 | $0.00 | $1,760.00 | - | $0.00 |
| 16 | 2500 | EN-1 TRT (NEW BASE)(8") | SY | $1.00 | 4726 | $4,726.00 | | | | | - | $0.00 | 2350 | 2,350.00 | $2,350.00 | 2376 | 4,726.00 | $2,376.00 | | 4,726.00 | $0.00 | | 4,726.00 | $0.00 | | 4,726.00 | $0.00 | $4,726.00 | - | $0.00 |
| 17 | 2500 | EN-1 TRT (EXIST MATL)(8") | SY | $1.00 | 15441 | $15,441.00 | | | | | - | $0.00 | 8704 | 8,704.00 | $8,704.00 | 6737 | 15,441.00 | $6,737.00 | | 15,441.00 | $0.00 | | 15,441.00 | $0.00 | | 15,441.00 | $0.00 | $15,441.00 | - | $0.00 |
| 18 | 2500 | EN-1 ROADBOND (0.0075 GAL/SY) | GAL | $175.00 | 155 | $27,125.00 | | | | | - | $0.00 | 74 | 74.00 | $12,950.00 | 81 | 155.00 | $14,175.00 | | 155.00 | $0.00 | | 155.00 | $0.00 | | 155.00 | $0.00 | $27,125.00 | - | $0.00 |
| 18a | 0105 | REMOV STAB BASE AND ASPH PAV( 2"-8") | SY | | | | $2.75 | 9113 | $25,060.75 | | | | 5260 | 5,260.00 | $14,465.00 | 3853 | 9,113.00 | $10,595.75 | | 9,113.00 | $0.00 | | 9,113.00 | $0.00 | | 9,113.00 | $0.00 | $25,060.75 | - | $0.00 |
| 18b | 0132 | EMBANKMENT (FINAL)(ORD COMP)(TY D) | CY | | | | $4.00 | 2278.25 | $9,113.00 | | | | 646.25 | 646.25 | $2,585.00 | 1632 | 2,278.25 | $6,528.00 | | 2,278.25 | $0.00 | | 2,278.25 | $0.00 | | 2,278.25 | $0.00 | $9,113.00 | - | $0.00 |
| 18c | 2500 | EN-1 TRT SUBGRADE | SY | | | | $4.00 | 9113 | $36,452.00 | | | | 2535 | 2,535.00 | $10,140.00 | 6578 | 9,113.00 | $26,312.00 | | 9,113.00 | $0.00 | | 9,113.00 | $0.00 | | 9,113.00 | $0.00 | $36,452.00 | - | $0.00 |
| 18d | 2500 | EN-1 ROADBOND (0.0056 GAL.SY) | GAL | | | | $175.00 | 29 | $5,075.00 | | | | 15 | 15.00 | $2,625.00 | 14 | 29.00 | $2,450.00 | | 29.00 | $0.00 | | 29.00 | $0.00 | | 29.00 | $0.00 | $5,075.00 | - | $0.00 |
| | | Total Roadway | | | | $344,555.00 | | | $75,700.75 | | | $89,877.00 | | | $71,695.00 | | | $137,750.75 | | | $120,933.00 | | | $0.00 | | | $0.00 | $420,255.75 | | $0.00 |
| | | (906) DRAINAGE | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | 0529 | CONC CURB AND GUTTER (TY A)(BARRIER) | LF | $12.00 | 2379 | $28,548.00 | | | | 1652 | 1652 | $19,824.00 | 727 | 2,379.00 | $8,724.00 | | 2,379.00 | $0.00 | | 2,379.00 | $0.00 | | 2,379.00 | $0.00 | | 2,379.00 | $0.00 | $28,548.00 | - | $0.00 |
| 20 | 0529 | CONC CURB (TY A)(BARRIER) | LF | $10.00 | 192 | $1,920.00 | | | | 144 | 144 | $1,440.00 | 48 | 192.00 | $480.00 | | 192.00 | $0.00 | | 192.00 | $0.00 | | 192.00 | $0.00 | | 192.00 | $0.00 | $1,920.00 | - | $0.00 |
| 21 | 0529 | CONC (TY A) VALLEY GUTTER AND APRON | LF | $40.00 | 282 | $11,280.00 | | | | 184 | 184 | $7,360.00 | 98 | 282.00 | $3,920.00 | | 282.00 | $0.00 | | 282.00 | $0.00 | | 282.00 | $0.00 | | 282.00 | $0.00 | $11,280.00 | - | $0.00 |
| 22 | 0530 | DRIVEWAYS (CONC) | SY | $30.00 | 111 | $3,330.00 | | | | 58 | 58 | $1,740.00 | 53 | 111.00 | $1,590.00 | | 111.00 | $0.00 | | 111.00 | $0.00 | | 111.00 | $0.00 | | 111.00 | $0.00 | $3,330.00 | - | $0.00 |
| 23 | 0764 | CLEANING STORM SEWER (PIPE)(19"-24" DIA) | LF | $10.00 | 386 | $3,860.00 | | | | | - | $0.00 | | - | $0.00 | | - | $0.00 | 386 | 386.00 | $3,860.00 | | 386.00 | $0.00 | | 386.00 | $0.00 | $3,860.00 | - | $0.00 |
| 24 | 5049 | BIODRD EROSION CONTROL LOGS (8"DIA) | LF | $25.00 | 40 | $1,000.00 | | | | 40 | 40 | $1,000.00 | | 40.00 | $0.00 | | 40.00 | $0.00 | | 40.00 | $0.00 | | 40.00 | $0.00 | | 40.00 | $0.00 | $1,000.00 | - | $0.00 |
| 25 | 0465 | INLET EXT | LF | | | | $2,100.00 | 1 | $2,100.00 | | | | | | | | | | | | | 1 | 1.00 | $2,100.00 | | 1.00 | $0.00 | $2,100.00 | - | $0.00 |
| 26 | 5049 | PVC PIPE (SDR-35)(8-IN) | LF | | | | $20.00 | 140 | $2,800.00 | | | | | | | | | | | | | 140 | 140.00 | $2,800.00 | | 140.00 | $0.00 | $2,800.00 | - | $0.00 |
| | | Total Drainage | | | | $49,938.00 | | | $4,900.00 | | | $31,364.00 | | | $14,714.00 | | | $0.00 | | | $3,860.00 | | | $4,900.00 | | | $0.00 | $54,838.00 | | $0.00 |
| | | TOTAL BASE AMOUNTS: | | | | $394,493.00 | | | $80,600.75 | | | $121,241.00 | | | $86,409.00 | | | $137,750.75 | | | $124,793.00 | | | $4,900.00 | | | $0.00 | $475,093.75 | | $0.00 |

Change Order 1

Change Order 2

Jose A. Sanchez, P.E., Project Manager

Print Name

Signature

# CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 13th DAY OF JANUARY 2012 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 05-23-2011
OWNER: HIDALGO COUNTY
CONSTRUCTION CONTRACTOR: ASAGO LLC, dba ASAGO CONSTRUCTION
OF THE CITY OF MISSION STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF ROAD & DRAINAGE CONSTRUCTION FOR BALLI ESTATES SUBDIVISION

CONTRACT NO: C-CAP-11-127-05-23
Located in or near the City/Precinct Of Hidalgo County Pct 1

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: NONE

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

| | |
|---|---|
| Amount of Original Contract | $394,493.00 |
| Present Amount of Contract | $475,093.75 |
| Total Amount of earned to Date | $475,093.75 |
| Less: previous payments | $445,277.01 |
| Balance | $ 29,816.74 |
| Authorized deductions | $ 0.00 |
| AMOUNTY OF FINAL PAYMENT | $ 29,816.74 |

**Exhibit E-M**

6. That the final payment in the amount of $29,816.74 is now due and payable.

Jose A. Sanchez, P.E.
Engineer's Signature

**CONCURRED BY: -**

Contractor's Name

By: Raul Iglesias

Title: President

**CONCURRED BY:**

Hidalgo County Judge

**Exhibit E-M**

**AI-31908** **12. P.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

## Information

CAPTION

Requesting approval of payment for Invoice No. 5125 in the amount of $8,559.01 (3rd Call, various projects) as submitted by project engineer Izaguirre Engineering Group, LLC.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1312-431-00-121-XXX-0-334

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

BUDGETARY IMPACT:

P.O.#619415 for Izaguirre Engineering Group, LLC

program #860 - Chapa #2 - Amount available as of 4-19-12 $5,493.09
program #423 - Los Castillos Estates - Amount available as of 4-19-12 $1,305.34
program #120 - Brenda Gay - Amount available as of 4-19-12 $1,760.58

## Attachments

Invoice No.5125 Izaguirre Engineering Group, LLC

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Yvette Islas | Yvette Islas | 04/13/2012 03:50 PM |
| Purchasing Department | Marty Salazar | 04/18/2012 01:46 PM |
| Budget & Management | Merlen P. Munoz | 04/18/2012 01:58 PM |
| Ivan Cantu | Ivan Cantu | 04/19/2012 02:15 PM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Marcie Jackson Started On: 04/13/2012 09:05 AM

Final Approval Date: 04/25/2012

IZAGUIRRE
Engineering Group LLC.

7413 N. La Homa Rd.
Mission Tx, 78574

Tel.(956) 584-0554
Fax: (956) 584-0190

# Invoice

| Date | Invoice # |
|---|---|
| 4/3/2012 | 5125 |

| Bill to: |
|---|
| Hidalgo County Border Access Colonia Program<br>Att: Agapito Vargas Jr.<br>301 East State Street<br>Pharr Tx 78577 |

| SHIP TO: |
|---|
| |

| Description: | | |
|---|---|---|
| **Chapa No. 2 Subdivision:** | **$** | **5,493.09** |
| **Los Castillos Estates Subdivision:** | **$** | **1,305.34** |
| **Brenda Gay Subdivision:** | **$** | **1,760.58** |
| **Subtotal:** | **$** | **8,559.01** |
| **Sales Tax (0.0%)** | | |
| **Total:** | **$** | **8,559.01** |

REQ.# 150403 P.O.# 619415
2-1312-431-00-121-860-0-334→$5,493.09
CHAPA NO.2 SUBDIVISION

REQ.# 150403 P.O.# 619415
2-1312-431-00-121-423-0-334→$1,305.34
LOS CASTILLOS ESTATES SUBD.

REQ.# 150403 P.O.# 619415
2-1312-431-00-121-120-0-334→$1,760.58
BRENDA GAY SUBDIVISION

INVOICE RECEIVED BY: _____ ON 4/10/12
GOODS/SERVICES RECEIVED BY: _____ ON 4/10/12

Izaguirre Engineering Group LLC.
Border Colonia Access Program - Round III
C-CAP-09-003-01-20
P.O. No.619415

Work Authorization No. 1
Schdule of Values

| TWDB ID # | Colonia Name | Engineering Fee | Preliminary Design Ph. (%) | Preliminary Design Phase 40% | Final Design Phase (%) | Final Design Phase (40%) | Construction Phase (%) | Construction Phase 20% | Total This Invoice | Previous Payment | Current Amount Earned | % Completed | Engineering Fee Available Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3C1080860 | Chapa No.2 Subdivision | $27,465.46 | 100% | $10,986.18 | 100% | $10,986.18 | 100% | $5,493.10 | $27,465.46 | 21,972.37 | $5,493.09 | 100% | $0.00 |
| 3C1080423 | Los Castillos Estates Subdivision | $6,526.69 | 100% | $2,610.68 | 100% | $2,610.68 | 100% | $1,305.33 | $6,526.69 | 5,221.35 | $1,305.34 | 100% | $0.00 |
| 3C1080120 | Brenda Gay Subdivision | $8,802.91 | 100% | $3,521.16 | 100% | $3,521.16 | 100% | $1,760.59 | $8,802.91 | 7,042.33 | $1,760.58 | 100% | $0.00 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | $42,795.06 | | $17,118.02 | | $17,118.02 | | $8,559.02 | $42,795.06 | 34,236.05 | $8,559.01 | | $0.00 |

Project Completion
Anticipated Completion Date _____

Extension
Date Extension was approved Court _____

Project Engineer
Name (Print) Diana Izaguirre

Signature _____

Date 4-3-12

Colonia Access Program Director _____

Date _____

**AI-31879** **12. Q.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Approval of the sixty (60) day grace period extension as provided under current extended Contract #E-11-154-05-03 (original contract #C-10-024-05-18) with TDS Recycling Corporation d/b/a Weslaco Scrap Metal & Tesoro Metals Recycling so as to have no lapse in services while procurement process is completed.

BACKGROUND

Said extension will be effective May 18, 2012 and ending July 16, 2012.

## Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact-revenue generating project.

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/18/2012 01:43 PM |
| Budget & Management | Merlen P. Munoz | 04/18/2012 01:58 PM |
| Ivan Cantu | Ivan Cantu | 04/19/2012 08:50 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Vangie Garcia Started On: 04/12/2012 09:30 AM

Final Approval Date: 04/25/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 12, 2012

TDS Recycling Corporation dba
Weslaco Scrap Metal & Tesoro Metals Recycling
Attn: Scott Crane
512 N. Midway
Weslaco, Texas 78596

Via Email: cranwash@aol.com

Re: Sixty-Day Extension for "Sale Of Scrap Metal-Hidalgo County"
Original Contract-C-10-024-05-18

Dear Mr. Crane:

Commissioners' Court will take applicable action (Tuesday, May 1, 2012) in connection with the Hidalgo County's option to exercise the sixty (60) day grace period for the current contract in place while procurement process is completed and processed, at the same rate, term and conditions.

This notice is be sent via email, therefore, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, May 1, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than 10:00 a.m., Friday, April 13, 2012 and or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Scott Crane
Scott Crane

Date: 4-16-12

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-10-024-05-18**

THIS CONTRACT is made and entered into this 18TH Day Of May, 2010 by and between the County Of Hidalgo, Texas ("County"), and TDS Recycling Corporation dba Weslaco Scrap Metal & Tesoro Metals Recycling ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Sale Of Scrap Metal"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **May 18, 2010** and ending on **May 17, 2011.** Hidalgo County at its sole discretion may elect the option to extend the contract for 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 operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

| | |
|---|---|
| If to County: | **The County of Hidalgo**<br>**Attn: County Judge**<br>**100 E. Cano**<br>**Edinburg, Texas 78539** |
| If to Company | **TDS Recycling Corporation dba**<br>**Weslaco Scrap Metal & Tesoro Metals Recycling**<br>**4515 N. 10th Street**<br>**McAllen, Texas 78504** |

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.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

**COUNTY OF HIDALGO**

By:_____
Rene A. Ramirez, County Judge

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

**COMPANY: TDS Recycling Corporation dba Weslaco Scrap Metal & Tesoro Metals Recycling**

By:_____

Printed Name: SCOTT CRANE

Title: PRESIDENT

APPROVED BY COMMISSIONES COURT:**05/18/2010**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

# EXHIBIT "A"
# REQUEST FOR BIDS (RFB)
# PROCURMENT PACKET

# PURCHASING DEPARTMENT
County Of Hidalgo

March 8, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"SALE OF SCRAP METAL"**
**Bid No: 2010-024-03-24-ERT**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626. Ext 4882 (Eric)

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR BID (RFB)
# CHECKLIST
## HIDALGO COUNTY
## "SALE OF SCRAP METAL"
## Bid No: 2010-024-03-24-ERT

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 3 pages.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
   (Must be submitted with bid).
5. **Attachment No. 1 consisting of 1 page.**
6. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid, if applicable).
7. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with bid).
8. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid, if applicable).
9. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
10. **Certification Regarding Debarment, consist of 1 page.**
    (Must be submitted with bid).
11. **Draft Service Contract, consisting of 7 pages.**

**The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.**

**Thank you.**

**Martha L. Salazar, CPPB**
**Purchasing Agent**

**March 8, 2010**
**Date**

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

| Bid No: 2010-024 | Buyer: Eric Trevino | Tel. No: (956) 318-2626 ext. 4882 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

## "SALE OF SCRAP METAL"

## BID OPENING DATE:

## March 24, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "SALE OF SCRAP METAL"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-024-03-24-ERT HIDALGO COUNTY - "SALE OF SCRAP METAL"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 24, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-024-03-24-ERT RFB-HIDALGO COUNTY – "SALE OF SCRAP METAL".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY - "SALE OF SCRAP METAL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **MARCH 24, 2010** |
| Award of Contract | _____, 2010 |
| Commence Work or Deliver Products | _____, 2010 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas

Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

**HIDALGO COUNTY**
**"SALE OF SCRAP METAL"**
**BID NO.: 2010-024-03-24-ERT**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**EXHIBIT "A"**
**HIDALGO COUNTY**
**"SALE OF SCRAP METAL"**
**BID NO. 2010-024-03-24-ERT**

# SPECIFICATIONS

**SCOPE OF WORK:**
Hidalgo County is seeking qualified companies to establish a contract for "Sale of Scrap Metal" on an "As Needed Basis".

**SPECIFICATIONS, REQUIREMENTS**
Vendor is responsible for, disposal or recycling of any scrap metal(s) purchased from Hidalgo County under this contract. Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

1. Hidalgo County will sale scrap metal on an as needed basis.

2. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall Comply with all federal, state, and local laws, rules, regulations, ordinances, and Pertinent policies.

3. Vendor(s) submitting bid must possess all applicable permits and licenses required (attach copies of permit(s) and license(s) with bid).

4. BID PAGE - Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").

5. All Hidalgo County Precincts / Departments are able to utilize the services.

6. Vendor(s) must provide weight ticket to coincide with fee, and weight ticket must be submitted to the designated department user so that it can be submitted to the Budget and Auditor's Office.

7. Vendor(s) must have a (press, grinder or shredder, etc) for the aluminum and tin (e.i. license plates, etc.). Hidalgo County will take the license plates to vendor's site (shredding will be verified by Hidalgo County personnel). The vendor(s) must allow Hidalgo County access to their facility/facilities, to ensure the (e.i. license plates, etc) are being disposed of properly and not misused.

8. Vendor(s) shall have and maintain, under its direct employment and supervision, the necessary organization and facility/facilities to fulfill the services required.

9. All prices for disposition, time and labor must be taken into consideration. Such Fee must be included in the price per pound/ton.

**Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.**

**OPTION 1: Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis.**

**OPTION 2: Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis:**

- All prices for removals, disposition, time and labor must be taken into Consideration. Such fee must be included in the price per pound/ton.
- Vendor must provide a scrap metal bin in which all scrap material will be placed in and removed by the vendor. (See Attachment No 1 for list of bin placement locations). Attachment No 1 – ONLY applies to OPTION 2.
- Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County throughout the life of the contract and/or grace periods (See Attachment No 1).
- Vendor is responsible for safe, proper and legal transportation.

**TERMS AND CONDITIONS**

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.
3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
4. 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.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.
7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.
8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Bidder(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", insurance requirements), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerks Office.

11. 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 most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

**Additional information:**

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN**, March 17, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than March 19, 2010 at 5:00 P.M.

# "EXHIBIT B"

## HIDALGO COUNTY
## "SALE OF SCRAP METAL"
## BID NO. 2010-024-03-24-ERT

# BID PAGE

| DESCRIPTION | FEE |
|---|---|
| OPTION 1 - Sale of Scrap Metal | Price Per Pound: |
| | And |
| | Price Per Ton: |

| DESCRIPTION | FEE |
|---|---|
| OPTION 2 – Removal-Pickup and Sale of Scrap Metal | Price Per Pound: |
| | And |
| | Price Per Ton: |

(1 TON = 2,000 LBS)

For example: If "Price Per Pound" is 1 cent, then "Price Per Ton" should be $20.00 (.01 x 2,000 lbs) = $20.00.

**Note: Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.**

**Note: Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").**

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

# Attachment No. 1

## Only applies to **OPTION 2**

LIST OF BIN PLACEMENT LOCATIONS

**Hidalgo County Precinct No. 1**

Sunrise Hill – Weslaco, TX
Donna Collection Site
Mercedes Collection Site
Monte Alto Collection Site

**Hidalgo County Precinct No. 4**

Primary Recovery Center- 1101 North Doolittle Road - Edinburg, TX

**Hidalgo County Sheriff's Office**

Motor Pool – 711 El Cibolo Road – Edinburg, TX

*Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County throughout the life of the contract and/or grace periods.

# 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE $<br>FIRE DAMAGE (Any one fire) $<br>MED EXP (Any one person) $<br>PERSONAL & ADV INJURY $<br>GENERAL AGGREGATE $<br>PRODUCTS - COMP/OP AGG $ |
| B | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) $<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE (Per accident) $ |
| | GARAGE LIABILITY<br>☐ ANY AUTO | | | | AUTO ONLY - EA ACCIDENT $<br>OTHER THAN EA ACC $<br>AUTO ONLY: AGG $ |
| C | EXCESS LIABILITY<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE $<br>AGGREGATE $<br>$<br>$<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | ☐ WC STATU- ☐ OTHER<br>STORY LIMITS<br>E.L. EACH ACCIDENT $<br>E.L. DISEASE - EA EMPLOYEE $<br>E.L. DISEASE - POLICY LIMIT $ |
| | OTHER | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.**

CERTIFICATE HOLDER

**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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# 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 05/29/2007

*(Copy of receipt and this form must be submitted with bid)*

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**Thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or email: purchasing@co.hidalgo.tx.us**

| |
|---|
| **Company Name:** **Telephone No. ( )** |
| **dba Name:** |
| **Legal Name:** |
| **Mailing Address :** **Fax No. ( )** |
| **Physical Address:** |
| **City, State, Zip** **Tax I.D. No.** |
| **Remit to Address :** **City, State, Zip** |
| **E-Mail Address:** |
| **Representative(s) Name(s) & Title(s)** |
| **Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify**<br>**State Identification No._____ (Please attached completed W-9 form with this application)**<br>**Federal Identification No. or (if individual) SS No.** |
| **State of Incorporation: _____ Date:_____ Other:** |
| **Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify** |
| **Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:** |
| **Small and/or Disadvantaged Business Information (check application criteria)**<br>**Small Business:** **Disadvantaged Business (At Least 51% Ownership)**<br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt<br>**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No<br>**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No |
| **What type of product(s) is/are solicited by your company?:**<br>**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No |
| **To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):**<br>**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:** |

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
___ ___ ___ – ___ ___ – ___ ___ ___ ___

**or**

**Employer identification number**
___ ___ – ___ ___ ___ ___ ___ ___ ___

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ▶ Date ▶

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# Certification
# Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**( THIS PAGE MUST BE SUBMITTED WITH BID)**

# EXHIBIT "B"
# VENDOR'S BID

**NOTE:** Vendor submitted and responded to the "Option I" of the RFB-Bid Page.

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

| | |
|---|---|
| **DEPARTMENT NAME: Hidalgo County** | |
| **BID OPENING DATE: March 24, 2010** | **BID OPENING TIME: 9:30 A.M.** |
| **DESCRIPTION OF BID: "Sale of Scrap Metal"** | |
| **BID NO: 2010-024-03-24-ERT** | **BUYER: Eric Trevino** |

| NAME OF COMPANY | OPTION 1<br>Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis | | OPTION 2<br>Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis: | |
|---|---|---|---|---|
| | Price Per Pound | Price Per Ton | Price Per Pound | Price Per Ton |
| **TDS Recycling Corporation**<br>**DBA: Weslaco Scrap Metal and Tesoro Metals Recycling** | $.055.00 | $110.00 | NO BID | NO BID |

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

# "EXHIBIT B"
## HIDALGO COUNTY
## "SALE OF SCRAP METAL"
## BID NO. 2010-024-03-24-ERT
# BID PAGE

| DESCRIPTION | FEE |
|---|---|
| OPTION 1 - Sale of Scrap Metal | Price Per Pound: $.055 |
| | And |
| | Price Per Ton: $110.00 |

| DESCRIPTION | FEE |
|---|---|
| OPTION 2 – Removal-Pickup and Sale of Scrap Metal | Price Per Pound: |
| | And |
| | Price Per Ton: |

(1 TON = 2,000 LBS)

For example: If "Price Per Pound" is 1 cent, then "Price Per Ton" should be $20.00 (.01 x 2,000 lbs) = $20.00.

**Note: Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.**

**Note: Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").**

TDS Recycling Corporation d.b.a.

BIDDER/COMPANY NAME: WESLACO SCRAP METAL / TESORO METALS RECYCLI

ADDRESS: 512 N. MIDWAY

CITY/STATE/ZIP: WESLACO, TX. 78596

PHONE NO/FAX NO: 956-630-2487 / 956-682-1685 FA

CELL PHONE NO: 956-495-5000

E-MAIL ADDRESS: cranewash@AOL.com

AUTHORIZED SIGNATURE: Scott Cra

TITLE: OWNER / President

OPENED
9:53am
MAR 24 2010

Witnessed

# EXHIBIT "C"
# INSURANCE REQUIREMENTS

**NOTE:** Pursuant to legal's review and comments regarding the vendor's insurance compliance, does not require the "Workers Compensation" since the awarded vendor will not be stepping onto County premises.

MAER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/11/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER (903) 561-8484<br>Hibbs-Hallmark & Company<br>501 Shelley Drive<br>P.O. Box 8357<br>Tyler, TX 75711 | CONTACT NAME: Erin Magouirk<br>PHONE (A/C, No, Ext): (903) 561-8484 5648 FAX (A/C, No): (903) 581-5988<br>E-MAIL ADDRESS: erin.magouirk@hibbshallmark.com<br>PRODUCER CUSTOMER ID #: TDSRECY-01 |
| INSURED TDS Recycling Corporation<br>512 N Midway<br>Weslaco, TX 78596- | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: New Hampshire Ins Co<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY PRO-JECT LOC | | | 01LX0228537091 | 8/9/2011 | 8/9/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 01LX0228537091 | 8/9/2011 | 8/9/2012 | COMBINED SINGLE LIMIT<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Liability includes Additional Insured - Where Required under Contract or Agreement 61712 08/07.

CERTIFICATE HOLDER

Hidalgo County Texas
2802 S. Business Hwy. 281
Edinburg, TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**AMENDMENT TO CONTRACT C-10-024-05-18**
**FOR SALE OF SCRAP METAL**

This **AMENDMENT** to the CONTRACT is made this 5th day of October, 2010 by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **TDS RECYCLING CORPORATION DBA WESLACO SCRAP METAL & TESORO METALS RECYCLING,** ("COMPANY").

**WHEREAS**, Company and County entered into a Contract dated May 18, 2010 for Hidalgo County's Sale Of Scrap Metal on an as needed basis;

**WHEREAS**, Company agreed to pay County for the sale of scrap metal;

**WHEREAS,** the specifications and or contract, as drafted, was not specific pertaining to the timeliness of payment from Company to County;

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Paragraph 6 of the Contract is deleted in its entirety and replaced with the following in lieu thereof:

   Company shall provide weigh tickets to County department user at time of receipt of scrap metal. Each weigh ticket so provided to County department user to specify date of receipt, time of receipt, name of department user, weight by gross of scrap metal received, tare and net of scrap metal receipt.

   As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts as specified in Exhibit "B" as attached hereto and payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Department User, within thirty (30) days of submitting such weight tickets.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

**TDS RECYCLING CORPORATION DBA WESLACO SCRAP METAL & TESORO METALS RECYCLING**

By: _____
Its: PRESIDENT

**HIDALGO COUNTY, TEXAS**

_____
Rene Ramirez, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**
**ATLAS & HALL, L.L.P.**

By: _____
Stephen L. Crain

**AI-31752** **12. R.**

**CC CONSENT**

**Meeting Date:** 05/01/2012

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice, draft lease, etc.) as attached hereto for hidalgo County WIC Office for the following locations:

| |
|---|
| RFB No. 2012-052 "Lease of Office Space for City of Edinburg Area" |
| RFB No. 2012-054 "Lease of Office Space for City of Alton Area" |

BACKGROUND

Proposed Schedule:

1st Advertisement: May 05, 2012
2nd Advertisement: May 12, 2012

Bid Opening Date: May 23, 2012

## Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-001-2-441

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

BUDGETARY IMPACT:

Funds available as of 4/20/2012 $26,697.50.

## Attachments

RFB-Packet-052-Edinburg
RFB PACKET-054-ALTON
LEGALS REVIEW
WIC SIGNED MEMOS

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/18/2012 01:14 PM |
| Budget & Management | Merlen P. Munoz | 04/18/2012 01:28 PM |
| Erika Zamora | Erika Zamora | 04/20/2012 10:19 AM |
| Auditor's Office | Angela Garcia | 04/25/2012 02:19 PM |

Form Started By: Yolanda Velasquez Started On: 04/03/2012 01:31 PM

Final Approval Date: 04/25/2012

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

REQUEST FOR BIDS (RFB)

# TABLE OF CONTENTS

**HIDALGO COUNTY-WIC PROGRAM**

## "LEASE OF OFFICE SPACE- CITY OF EDINBURG "

**RFB № 2012-052-05-23-YZV**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Bid Letter | 1 |
| 2. | Request for Bid, Legal Notice | 9 |
| 3. | Exhibit A, Specifications/Requirements | 4 |
| 4. | Exhibit B, Bid Page | 1 |
| 5. | Exhibit C, Insurance Requirements, | 4 |
| 6. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 7. | Vendor/Bidder Application and W-9 form | 6 |
| 8. | Certification Regarding Debarment | 1 |
| 9. | Draft Lease | 17 |


The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

May 07, 2012
Date

**REQUEST FOR BIDS (RFB)**

**HIDALGO COUNTY-WIC PROGRAM**

# "LEASE OF OFFICE SPACE- CITY OF EDINBURG"

**RFB NO: 2012-052-05-23-YZV**

Acceptance Due Date: **MAY 23, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-WIC PROGRAM- LEASE OF OFFICE SPACE- CITY OF EDINBURG"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-052-05-23-YZV- HIDALGO COUNTY–WIC PROGRAM- LEASE OF OFFICE SPACE CITY OF EDINBURG"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 23, 2012.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2012-052-05-23-YZV HIDALGO COUNTY-WIC PROGRAM – LEASE OF OFFICE SPACE – CITY OF EDINBURG".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder

b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **BID-2012-052-05-23-YZV- HIDALGO COUNTY–WIC PROGRAM – LEASE OF OFFICE SPACE CITY OF EDINBURG"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) – 381-4646

17. Schedule of Events

| **Bid Opening** | **9:30 AM** | **MAY 23, 2012** |
|---|---|---|
| Award of Contract | | _____, 2012 |
| Commence Work or Deliver Products | | _____, 2012 |

HIDALGO COUNTY APPROVED HOLIDAYS

| 2012 YEAR | |
|---|---|
| New Year's Day | 12/30/11 and 01/02/12 |
| Martin Luther King Day | 01/16/12 |
| President's Day | 02/20/12 |
| Good Friday | 04/06/12 |
| Easter | 04/09/12 |
| Memorial Day | 05/28/12 |
| Independence Day | 07/04/12 |
| Labor Day | 09/03/12 |
| Columbus Day | 10/08/12 |
| Veteran's Day | 11/12/12 |
| Thanks Giving Day | 11/22/12 and 11/23/12 |
| Christmas Day | 12/24/12 and 12/25/12 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads

regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated**

**with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1)

week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**Bid**
**for**

HIDALGO COUNTY-WIC PROGRAM
**"LEASE OF OFFICE SPACE-CITY OF EDINBURG"**

BID No. -2012-052-05-23-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"
# HIDALGO COUNTY-WIC OFFICE
# "LEASE OF OFFICE SPACE FOR WIC Clinic - CITY OF EDINBURG"
# RFB NO.: 2012-052-05-23-YZV

**SCOPE OF WORK:**
Hidalgo County is seeking bidders to establish a contract for "**Lease of Office Space in the City of Edinburg"** The proposed building should be in good habitable condition and shall consist as follows:

**SPECIFICATIONS:**

1. Proposed office space should be located within the following Parameter **South side of City of Edinburg.**

2. Said office space shall have the designated rooms or areas for conducting WIC functions:

   - Waiting Area
   - Nutrition Education Classroom
   - Computer Area
   - Lab Lactation Room
   - File Room
   - Reception Area
   - Counseling Room
   - Screening Room
   - Lounge Area
   - Two (2) Storage Rooms

3. The proposed office building shall consist of a **minimum of 2,500 square feet to a maximum of 3.,000 square feet** of available tile floor space to perform WIC services.

4. Building must be well insulated with an ERA rating of minimum of eleven (11).

5. **Bidder shall charge by the square foot for the rental of space on a monthly basis.** The bid should reflect the actual square feet of the building being proposed.

6. The proposed bid premises will comply with all federal, state and local laws, ordinance and codes at the time of occupancy (examples: fire extinguisher, ADA).

7. The building must meet all American with Disabilities Act (ADA) accessibility requirements for all entrances, restrooms (men and women) and shall be fully handicap accessible for all parking areas.

8. Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.

9. The public parking lot must consist of at least thirty (30) parking spaces should made available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces .

10. Bid premises shall have electricity, water, sewer central air and heating of the entire building and includes garbage pickup.

11. Lessor will be responsible for electrical, painting, keeping building free mold at all times and central air and cooling maintenance.

12. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

13. Building shall be safe from rodents and insects prior to occupancy by Hidalgo County – WIC Program Staff. It will be the Lessor's responsibility for the expense of the pest control services throughout the term of this contract.

14. Lessor must provide documented proof that the building is asbestos free.

15. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

16. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of the awarding of the bid.

17. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work will be made by Lessor and the Lessor's cost and work must be completed ninety (90) days from the date of contract/lease award and execution of the contract/lease or the award will become void/null.

18. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County.

**REQUIREMENTS:**

The awarded bidder shall adhere to the following insurance requirements.

1. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster. Bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements (Exhibit "C").

2. Property insurance policy shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

3. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance

hereunder.

5. Provide the **legal description** of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

6. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project, **must provide the following:**

    a) Property ID number and/or Geographic ID number
    b) Legal Description as listed in your local Hidalgo County District for proposed property.

**TERM AND CONDITIONS:**

1. The initial term of the contract/lease shall be for a period of five (5) years with option to renew two (2) additional one (1) year terms under same rates, terms and conditions. During initial lease term and any renewals or extensions permitted herein, contract will have a sixty (60) day termination/cancellation clause.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. If a new building is to be constructed, there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. All cost and expenses associated with the preparation and submission of bids proposals and/or quotes shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7. Any contract awarded to a successful bidder will be in effect until:
    (a) The contract expires
    (b) Delivery and acceptance of products and/or performance of service ordered, or
    (c) Terminated by County with sixty (60) day written notice prior to cancellation.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

DRAFT

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO** (956) 292-7612 **OR VIA E-MAIL TO** yolanda.velasquez@co.hidalgo.tx.us **BY NO LATER THAN Wednesday, May 16, 2012.** Responses to said inquiries will be sent to applicants via facsimile by no later than, **Friday, May 18, 2012.**

***PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID***

DRAFT

# EXHIBIT "B"
# BID PAGE

HIDALGO COUNTY – WIC PROGRAM
"LEASE OF OFFICE SPACE CITY OF EDINBURG
BID № 2012-052-05-23

**Term:**
The initial term of contract/lease is for a period of five (5) years with the County's option to renew for an additional two (2) one (1) year terms under same rates, terms and conditions.

**BID PRICE PER SQ. FT.** **$** _____

**TOTAL MONTHLY AMOUNT:** **$** _____

**TOTAL SQ. FT OF PROPOSED BUILDING:** _____

**LOCATION/ADDRESS OF PROPOSED BUILDING:** _____

_____

**PROPERTY ID AND/OR GEOGRAPHIC ID** _____

**LEGAL DESCRIPTION OF PROPERTY** _____

_____

**BIDDER/COMPANY NAME** _____

**ADDRESS** _____

**CITY/STATE/ZIP CODE** _____

**PHONE №** _____ **FAX №** _____

**AUTHORIZED SIGNATURE** _____

**PRINTED NAME** _____

**TITLE** _____

**EMAIL:** _____

# EXHIBIT "C"
## Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP GG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ 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 | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
## Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to:**
**Mailing/Postal Address: 2812 S. Business Hwy. 281**
**Physical Address: 2802 S. Business Hwy. 281**
**Edinburg, Texas 78539**
**or e-mail: purchasing@co.hidalgo.tx.us**

**Company Name:** **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address:** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
**State Identification No.**_____ **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

| **Small Business:** | **Disadvantaged Business (At Least 51% Ownership)** | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

**Print or type** See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**LEASE**
**C-12-052-00-00**

THIS LEASE is made and entered into by and between **VENDOR'S NAME**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." And in accordance with specification on the Request for Bid (RFB), A copy of such as Request for Bid (RFB) Procurement packet and Bid Page attached hereto as Exhibtit "B".

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## ARTICLE 1. TERM

### Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on **August 01, 2012** (as hereinafter defined) and ending on **August 01, 2017**(as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when

more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

**Renewal or Termination**

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for two (2) additional one (1) year terms under same rates terms and conditions and have a sixty (60 day grace period extension at the end of the contract term for unforeseen delay in award of new bid. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

**Holdover**

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

**Termination**

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1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

**Lessor's Warranty of Quiet Enjoyment**

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## ARTICLE 2. RENT

**Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____($_____) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

**Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in

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advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____ _____or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

**Taxes**

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

## ARTICLE 3. USE OF PREMISES

**Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

**Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

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## LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

## LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

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(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

**Lessee's Right to Repair for Lessor or Vacate**

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

## ARTICLE 5. UTILITIES

**Utility Charges**

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

## ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

**Consent of Lessor**

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6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

**Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## ARTICLE 7. SIGNS

**Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed

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against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## ARTICLE 9. INSURANCE AND INDEMNITY

### Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

### General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

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9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

**Remedy for Failure to Provide Insurance**

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

## ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

**Notice to Lessor**

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease,

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effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

## ARTICLE 11. CONDEMNATION

### Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any

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public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

**Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## ARTICLE 12. DEFAULT

**Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass

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and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

**Default by Lessor**

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

**Cumulative Remedies**

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

**Waiver of Breach**

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does

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not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## ARTICLE 13. ASSIGNMENT AND SUBLETTING

### Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

### Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## ARTICLE 14. MISCELLANEOUS

### Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J

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Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

**Parties Bound**

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

**Texas Law to Apply**

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

**Legal Construction**

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

**Prior Agreements Superseded**

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

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**Amendment**

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

**Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

**Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee

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agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

**Estoppel Information**

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

**Time of Essence**

14.12 Time is of the essence of this Lease Agreement.

**Commitment of Current Revenues Only**

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of

_____, 2012.

**HIDALGO COUNTY**

_____
Ramon Garcia, County Judge

**VENDOR'S NAME**

_____

**APPROVED AS TO FORM**:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

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**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

REQUEST FOR BIDS (RFB)

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**HIDALGO COUNTY-WIC PROGRAM**

## "LEASE OF OFFICE SPACE- CITY OF ALTON "

**RFB № 2012-054-05-23-YZV**


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The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

May 07, 2012
Date

**REQUEST FOR BIDS (RFB)**

**HIDALGO COUNTY-WIC PROGRAM**

# "LEASE OF OFFICE SPACE- CITY OF ALTON"

**RFB NO: 2012-054-05-23-YZV**

Acceptance Due Date: **MAY 23, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-WIC PROGRAM- LEASE OF OFFICE SPACE- CITY OF ALTON"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-054-05-23-YZV- HIDALGO COUNTY–WIC PROGRAM- LEASE OF OFFICE SPACE CITY OF ALTON"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 23, 2012.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2012-054-05-23-YZV HIDALGO COUNTY-WIC PROGRAM – LEASE OF OFFICE SPACE – CITY OF ALTON".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder

b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **BID-2012-054-05-23-YZV- HIDALGO COUNTY–WIC PROGRAM – LEASE OF OFFICE SPACE CITY OF ALTON"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) – 381-4646

17. Schedule of Events

| | | |
|---|---|---|
| **Bid Opening** | **9:30 AM** | **MAY 23, 2012** |
| Award of Contract | | _____, 2012 |
| Commence Work or Deliver Products | | _____, 2012 |

HIDALGO COUNTY APPROVED HOLIDAYS

| 2012 YEAR | |
|---|---|
| New Year's Day | 12/30/11 and 01/02/12 |
| Martin Luther King Day | 01/16/12 |
| President's Day | 02/20/12 |
| Good Friday | 04/06/12 |
| Easter | 04/09/12 |
| Memorial Day | 05/28/12 |
| Independence Day | 07/04/12 |
| Labor Day | 09/03/12 |
| Columbus Day | 10/08/12 |
| Veteran's Day | 11/12/12 |
| Thanks Giving Day | 11/22/12 and 11/23/12 |
| Christmas Day | 12/24/12 and 12/25/12 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads

regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated**

**with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1)

week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**Bid**
**for**

HIDALGO COUNTY-WIC PROGRAM
**"LEASE OF OFFICE SPACE-CITY OF ALTON"**

BID No. -2012-054-05-23-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"
# HIDALGO COUNTY-WIC OFFICE
# "LEASE OF OFFICE SPACE FOR WIC Clinic - CITY OF ALTON"
# RFB NO.: 2012-054-05-23-YZV

**SCOPE OF WORK:**
Hidalgo County is seeking bidders to establish a contract for "**Lease of Office Space in the City of Alton"** The proposed building should be in good habitable condition and shall consist as follows:

**SPECIFICATIONS:**

1. Proposed office space should be located within the following Parameter: **Five (5) Mile Line and within one (1) mile radius from La Homa Road in the City of Alton.**

2. Said office space shall have the designated rooms or areas for conducting WIC functions:

   - Waiting Area
   - Nutrition Education Classroom
   - Computer Area
   - Lab Lactation Room
   - File Room
   - Reception Area
   - Counseling Room
   - Screening Room
   - Lounge Area
   - Two (2) Storage Rooms

3. The proposed office building shall consist of a **minimum of 2,800 square feet to a maximum of 4,000 square feet** of available tile floor space to perform WIC services.

4. Building must be well insulated with an ERA rating of minimum of eleven (11).

5. **Bidder shall charge by the square foot for the rental of space on a monthly basis.** The bid should reflect the actual square feet of the building being proposed.

6. The proposed bid premises will comply with all federal, state and local laws, ordinance and codes at the time of occupancy (examples: fire extinguisher, ADA).

7. The building must meet all American with Disabilities Act (ADA) accessibility requirements for all entrances, restrooms (men and women) and shall be fully handicap accessible for all parking areas.

8. Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.

9. The public parking lot must consist of at least twenty (20) parking spaces should made available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces and 12 parking spaces for staff should be available leading to the building.

DRAFT

10. Bid premises shall have electricity, water, sewer central air and heating of the entire building and includes garbage pickup.

11. Lessor will be responsible for electrical, painting, keeping building free mold at all times and central air and cooling maintenance.

12. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

13. Building shall be safe from rodents and insects prior to occupancy by Hidalgo County – WIC Program Staff. It will be the Lessor's responsibility for the expense of the pest control services throughout the term of this contract.

14. Lessor must provide documented proof that the building is asbestos free.

15. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

16. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of the awarding of the bid.

17. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work will be made by Lessor and the Lessor's cost and work must be completed ninety (90) days from the date of contract/lease award and execution of the contract/lease or the award will become void/null.

18. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County.

**REQUIREMENTS:**

The awarded bidder shall adhere to the following insurance requirements.

1. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster. Bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements (Exhibit "C").

2. Property insurance policy shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

3. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such

coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.

5. Provide the **legal description** of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

6. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project, **must provide the following:**

    a) Property ID number and/or Geographic ID number
    b) Legal Description as listed in your local Hidalgo County District for proposed property.

**TERM AND CONDITIONS:**

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. If a new building is to be constructed, there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. All cost and expenses associated with the preparation and submission of bids proposals and/or quotes shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7. Any contract awarded to a successful bidder will be in effect until:
    (a) The contract expires
    (b) Delivery and acceptance of products and/or performance of service ordered, or
    (c) Terminated by County with sixty (60) day written notice prior to cancellation.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

**ADDITIONAL INFORMATION:**
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO** (956) 292-7612 **OR VIA E-MAIL TO** yolanda.velasquez@co.hidalgo.tx.us **BY NO LATER THAN Wednesday, May 16, 2012.** Responses to said inquiries will be sent to applicants via facsimile by no later than, **Friday, May 18, 2012.**

***PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID***

DRAFT

# EXHIBIT "B"
# BID PAGE

HIDALGO COUNTY – WIC PROGRAM
"LEASE OF OFFICE SPACE CITY OF ALTON
BID № 2012-054-05-23

**Term:**
The initial term of contract/lease is for a period of three (3) years with the County's option to renew for an additional one (1) year term under same rates, terms and conditions.

**BID PRICE PER SQ. FT.** **$** _____

**TOTAL MONTHLY AMOUNT:** **$** _____

**TOTAL SQ. FT OF PROPOSED BUILDING:** _____

**LOCATION/ADDRESS OF PROPOSED BUILDING:** _____

_____

**PROPERTY ID AND/OR GEOGRAPHIC ID** _____

**LEGAL DESCRIPTION OF PROPERTY** _____

_____

**BIDDER/COMPANY NAME** _____

**ADDRESS** _____

**CITY/STATE/ZIP CODE** _____

**PHONE №** _____ **FAX №** _____

**AUTHORIZED SIGNATURE** _____

**PRINTED NAME** _____

**TITLE** _____

**EMAIL:** _____

# EXHIBIT "C"
## Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP GG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ 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 | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
## Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to:**
**Mailing/Postal Address: 2812 S. Business Hwy. 281**
**Physical Address: 2802 S. Business Hwy. 281**
**Edinburg, Texas 78539**
**or e-mail: purchasing@co.hidalgo.tx.us**

**Company Name:** **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address:** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
**State Identification No.**_____ **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

| **Small Business:** | **Disadvantaged Business (At Least 51% Ownership)** | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

**Print or type** See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**LEASE**
**C-12-054-00-00**

THIS LEASE is made and entered into by and between **VENDOR'S NAME**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." And in accordance with specification on the Request for Bid (RFB), A copy of such as Request for Bid (RFB) Procurement packet and Bid Page attached hereto as Exhibtit "B".

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## ARTICLE 1. TERM

### Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on **July 12, 2012** (as hereinafter defined) and ending on **July 11, 2015** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when

more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

**Renewal or Termination**

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year and additional sixty (60) day under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

**Holdover**

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

**Termination**

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be

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terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

**Lessor's Warranty of Quiet Enjoyment**

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## ARTICLE 2. RENT

**Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____($_____) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

**Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All

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installments of rent shall be paid in lawful money of the United States to the Lessor at _____ _____or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

**Taxes**

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

## ARTICLE 3. USE OF PREMISES

**Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

**Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

**LESSOR'S AND LESSEE'S DUTIES TO REPAIR**

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4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

**LESSOR'S DUTY**

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free

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from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

**Lessee's Right to Repair for Lessor or Vacate**

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

## ARTICLE 5. UTILITIES

**Utility Charges**

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

## ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

**Consent of Lessor**

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased

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Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

**Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## ARTICLE 7. SIGNS

**Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest,

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shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## ARTICLE 9. INSURANCE AND INDEMNITY

### Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

### General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term

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of this Lease, liability insurance in the amounts deemed adequate by Lessee.

**Remedy for Failure to Provide Insurance**

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

**ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES**

**Notice to Lessor**

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

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10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

## ARTICLE 11. CONDEMNATION

### Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of

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eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

**Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## ARTICLE 12. DEFAULT

**Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease

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term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

**Default by Lessor**

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

**Cumulative Remedies**

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

**Waiver of Breach**

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

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## ARTICLE 13. ASSIGNMENT AND SUBLETTING

### Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

### Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## ARTICLE 14. MISCELLANEOUS

### Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

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Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

**Parties Bound**

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

**Texas Law to Apply**

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

**Legal Construction**

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

**Prior Agreements Superseded**

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

**Amendment**

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14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

**Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

**Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each

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agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

**Estoppel Information**

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

**Time of Essence**

14.12 Time is of the essence of this Lease Agreement.

**Commitment of Current Revenues Only**

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2011.

**HIDALGO COUNTY**

_____
Ramon Garcia, County Judge

**APPROVED AS TO FORM**:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain

**VENDOR'S NAME**

_____

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

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# EXHIBIT “A”

# LEGAL DESCRIPTION

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# EXHIBIT “B”

# REQUEST FOR BID (RFB)
# &
# BID PAGE

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# EXHIBIT “C”

# CERTIFICATE OF INSURANCE

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**From:** Josephine L. Ramirez
**To:** "Martha Salazar"
**Cc:** "Yolanda Velasquez"
**Subject:** RE: WIC LEASES-ALTON AND EDINBURG
**Date:** Thursday, April 12, 2012 1:20:06 PM

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The bid packets look good. I have one concern with the draft contract. Paragraph 1.1 address the term of the agreement as being five years. This is consistent with the specifications. However, the contract goes on to state that the termination date is at the completion of 12 months. This language is inconsistent with the stated term of the agreement.

Concern Addressed and/or corrected.

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.**
**********

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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Monday, April 02, 2012 6:00 PM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** 'Yolanda Velasquez'
**Subject:** FW: WIC LEASES-ALTON AND EDINBURG
**Importance:** High

Ms. Josephine:
Could you please review, correct and comment on draft lease documents for attachment to procurement packets for bid process?
Thanks,
Marty

---

**From:** Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
**Sent:** Monday, April 02, 2012 4:53 PM
**To:** 'Martha Salazar'
**Subject:** WIC LEASES-ALTON AND EDINBURG

Ms. Marty

Please forward attached leases along with specifications to legal for review/comment/modification to be able to proceed to next step - prepare agenda for advertisement/and approval of procurement packet.

Thank you

**Yolanda Z. Velasquez, Buyer II**
**Hidalgo County - Purchasing Department**
**2802 S. Business Hwy. 281**
**Edinburg, TX 78539**
**Tel (956) 318-2626 x 4881**
**Fax (956) 318-2629**
**email: yolanda.velasquez@co.hidalgo.tx.us**

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

# MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

**To:** Norma Longoria, Director
H.C. WIC Program
Attn: Margarita Gonzalez, Administrative Asst.

**From:** Yolanda Velasquez, Buyer III
Purchasing Dept.

**Date:** March 28, 2012

**Re:** **RFB No. 2012-052-00-00-YZV "LEASE OF OFFICE SPACE-CITY OF EDINBURG "**

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

| | | | |
|---|---|---|---|
| APPROVE | ☒ | DISAPPROVE | ☐ |
| APPROVED WITH MODIFICATIONS | | ☐ | |

FUNDS AVAILABILITY: Yes x No_____ Other specify _____

BUDGET ACCOUNT Nº: 2.1292.441.00.350.001.2.441

Norma L Longoria — Norma L. Longoria — 4/2/12

AUTHORIZED SIGNATURE | PRINTED NAME | DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, APRIL 04, 2012 by 3:00P.M.**

**ENCLOSURES**

# MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

**To:** Norma Longoria, Director
H.C. WIC Program
Attn: Margarita Gonzalez, Administrative Asst.

**From:** Yolanda Velasquez, Buyer III YV
Purchasing Dept.

**Date:** March 28, 2012

**Re:** **RFB No. 2012-054-00-00-YZV "LEASE OF OFFICE SPACE-CITY OF ALTON "**

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

| | | | |
|---|---|---|---|
| APPROVE | ☒ | DISAPPROVE | ☐ |
| APPROVED WITH MODIFICATIONS | | ☐ | |

FUNDS AVAILABILITY: Yes x No_____ Other specify _____

BUDGET ACCOUNT Nº: 2.1292.441.00.350.001.2.441

Norma Longoria — Norma L. Longoria — 4/2/12

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, APRIL 04, 2012 by 3:00P.M.**

**ENCLOSURES**