AI-34032 **2. A.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2012 - Constable Pct. 4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/12/2012.

Attachments

Revised Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/04/2012 12:52 PM
Ana Galvan	Ana Galvan	09/12/2012 02:42 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Nayla Munoz Started On: 09/04/2012 10:40 AM

Final Approval Date: 09/14/2012

BUDGET INTRADEPARTMENTAL TRANSFER

DATE: September 4, 2012

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 2-1100-421-00-294-001-0

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
432	Equipment & Vehicle Repairs & Maintenance Services	743	Office Furniture & Equipment	1,197.00
432	Equipment & Vehicle Repairs & Maintenance Services	672	Equipment & Vehicle Repairs & Maintenance Supplies	830.00
432	Equipment & Vehicle Repairs & Maintenance Services	611	Police Supplies	1,560.00
432	Equipment & Vehicle Repairs & Maintenance Services	619	Other Miscellaneous Supplies	152.20
432	Equipment & Vehicle Repairs & Maintenance Services	780	Capital Leases	157.00
432	Equipment & Vehicle Repairs & Maintenance Services	601	Office & Computer Supplies	30.00
			TOTAL	**$3,926.20**

REASON: Transfers needed to cover various expenditrues, as follows: Paper Shredder - $1,213.00 ($1,197.00 in 743 and $16.00 in 672); Tires for Unit #402 - $814.00 (672); Deputy Badges - $1,560.00 (611); Flashlight Battery - $152.20 (619); Toshiba (Mo. Lease) - $157.00 (780); and Toshiba (Overages) - $30.00 (601).

DEPARTMENT HEAD SIGNATURE

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

AI-34060 **2. B.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Daisy Zarate, J.P. 3, 2

Department: J.P. 3, 2

Information

CAPTION

2012 - J.P. 3/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-066-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-14-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 03:58 PM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:37 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Daisy Zarate Started On: 09/05/2012 01:54 PM

Final Approval Date: 09/14/2012

DATE: August 29, 2012

DEPARTMENT HEAD: Judge Ismael "Melo" Ochoa

DEPARTMENT NAME: Pct.3, Pl.2

ACCOUNT NUMBER: 2-1100-412-00-066-001-0-

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
583	Travel out Co.	810	Dues & Membership	$ 10.00
442	Equip. & Vehicle Rental	581	Travel in County	$ 200.00
855	Late Fees, Penalties	581	Travel in County	$ 150.00
607	Hsehld & Janitorial	584	Registration Fees	$ 100.00
535	Postage	550	Printing & Binding	$ 340.00
535	Postage	601	office & computer	$ 160.00
			TOTAL	$ 960.00

REASON: THE OFFICE NEEDS OFFICE LETTER HEADS AND ENVELOPES FOR THE REMAINDER OF THE TAVEL IN CO. FUNDS ENDED AND OFFICE NEEDS TO PAY EMPLOYEES FOR MAKING DAILY AND TRIPS TO EDINBURG. REGISTRATION FEES FOR THE UP COMING JP 20HR TRAINING.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-34212 **2. C.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Jaime Longoria Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2012 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-14-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 01:12 PM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:50 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: SANDRA DELEON Started On: 09/13/2012 11:56 AM

Final Approval Date: 09/14/2012

DATE: September 13, 2012

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 2-1100-413-00-110-006-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
540	Advertising	442	Rental of Equipment & Vehicles	1,000.00
540	Advertising	532	Wireless Devices	200.00
540	Advertising	603	Education/Instruction Supplies	500.00
			TOTAL	1,700.00

REASON: Request needed for remainder of year expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-34102 **2. D.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

2012 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-00-320-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-14-12

Attachments

BUDGET TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 03:41 PM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:39 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Diana Solis Started On: 09/06/2012 03:25 PM

Final Approval Date: 09/14/2012

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation

ACCOUNT NUMBER: 2-1100-423-00-320-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-00-320-001-0-432	Repair & Maint Svc - Equipment & Vehicles	→	2-1100-423-00-320-001-0-671	Repair & Maint Supplies-Buildings	40.00
2-1100-423-00-320-001-0-601	Office Supplies	→	2-1100-423-00-320-001-0-671	Repair & Maint Supplies-Buildings	86.96
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
	TOTAL				$126.96

REASON: To purchase materials for additional outlets to mount Televisions on the wall for the Counselors therapy sessions.

DEPARTMENT HEAD SIGNATURE

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

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

AI-34016 **2. E.**

CC CONSENT

Meeting Date: 09/18/2012

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 9-14-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 12:56 PM
Veronica Ortiz	Merlen P. Munoz	09/14/2012 04:35 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Dairen Sarmiento Started On: 08/31/2012 12:00 PM

Final Approval Date: 09/14/2012

DATE: 8-31-12
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.:

ACCOUNT NUMBER: 2-1100-444-00-240-001-0-

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	office & computer supplies	336	computer services	$ 135.38

reason: increase in 3m invoices for 2012

TOTAL $ 135.38

Dairen Sarmiento 9/18/2012
Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

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

AI-34069 **2. F.**

CC CONSENT

Meeting Date: 09/18/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 04:02 PM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:15 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Mike Escaname Started On: 09/05/2012 02:54 PM

Final Approval Date: 09/14/2012

Date: September 5, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 2-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1100-441-00-340-001-0-342	INFO & CREDIT SERVICES	2-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 27.00
2-1100-441-00-340-001-0-442	EQUIP & VEHICLE RENTALS	2-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 1,290.00
2-1100-441-00-340-001-0-529	SURETY & NOTARY BONDS	2-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 125.00
2-1100-441-00-340-001-0-540	ADVERTISING	2-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 150.00
2-1100-441-00-340-001-0-581	TRAVEL IN COUNTY	2-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 375.00
2-1100-441-00-340-001-0-611	POLICE SUPPLIES	2-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 574.84
2-1100-441-00-340-001-0-640	REFERENCE MATERIALS	2-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 250.00
2-1100-441-00-340-001-0-664	OTHER MINOR EQUIPMENT	2-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 6.28
2-1100-441-00-340-001-0-747	SOFTWARE	2-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 31.56
2-1100-441-00-340-001-0-780	CAPITAL LEASES	2-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 484.42
2-1100-441-00-340-001-0-780	CAPITAL LEASES	2-1100-441-00-340-001-0-601	OFFICE & COMPUTER SUPP	$ 260.28
			Amount	$ 3,574.38

Revenue Account
Amount Requested: $ 3,574.38

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-34075 **2. G.**

CC CONSENT

Meeting Date: 09/18/2012

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-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/14/2012.

Attachments

Revised Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 04:59 PM
Ana Galvan	Ana Galvan	09/14/2012 09:04 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Mike Escaname Started On: 09/05/2012 04:16 PM

Final Approval Date: 09/14/2012

Date: September 5, 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-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 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
2-1293-441-00-340-005-0-741	VEHICLES	2-1293-441-00-340-005-0-672	EQUIP & VEHICLE R&M SUPP	$ 6,500.00
2-1293-441-00-340-005-0-741	VEHICLES	2-1293-441-00-340-005-0-584	REGISTRATION FEES	$ 2,250.00
			Amount	$ 8,750.00

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-34051 **2. H.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Roy Quintanilha Submitted By: Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

2012 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-50-125-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/12/2012.

Attachments

Line Item Transfer

Uniform Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 11:26 AM
Ana Galvan	Ana Galvan	09/12/2012 04:36 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Rosie Luna Started On: 09/05/2012 10:34 AM

Final Approval Date: 09/14/2012

DATE: September 5, 2012

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

ACCOUNT NUMBER: 2-1100-419-50-125-003-0-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 NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Equip & Vehicle R&M Services	672	Equip & Vehicle R&M Supplies	$ 1,000.00
603	Education/Instructional Supplies	605	Clothing & Uniforms	$ 500.00
			TOTAL	**$ 1,500.00**

REASON: **Transfers are being requested for expected expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Department of Budget and Management/
Safety Division
Approved by Commissioners Court on: August 12, 2008

Purpose:

The use of a uniform by the Hidalgo County Department of Budget and Management, Safety Division serves to clearly identify the wearer as a public official in the performance of their Official Duties. The uniform serves to reflect a professional appearance by the wearer.

For those employees not designated to wear a uniform, the policy serves as a guide to what attire is appropriate for the work place.

Proper Uniform Prescribed:

All uniformed members of the Department of Budget and Management, Safety Division will wear when on duty only such uniform and insignia as prescribed herein and uniformed female employees are authorized to carry handbags. The Safety Director may, however, grant permission to work in other clothes on special occasions or designated Casual Attire Days.

Improper Uniform Wear Prohibited:

Any employee of the Department of Budget and Management, Safety Division will not attend a political meeting or other public gathering or place of amusement in uniform. Uniforms are to be used for work and County functions or official County business only. Use of issued uniforms for any other purpose is prohibited.

Appearance in Uniform:

When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms. Shoes or boots will be polished or

cleaned. Badges or name tags will be replaced when they become disfigured or excessive wear is apparent.

Headgear:

Employees in uniform are encouraged to wear hats for protection from the sun while in the field. Caps may be worn if wind, rain or inclement weather conditions prohibit the wearing of a hat.
Hard Hats will be worn when the employee is on a work site where construction or overhead work is being conducted.

Uniform Shirts:

Uniform Long Sleeve Shirt: The shirt is comprised of 100% Cotton or a combination of Cotton and other material in which the Cotton exceeds 60% of the blend. The Shirt is a button front style of a solid color. The shirt will have a single breast pocket on the left side. The shirt will have the County of Hidalgo Seal affixed above the left breast pocket. The Department of Budget and Management, Safety Division will be placed in a pattern around the County of Hidalgo Seal. The name of the employee and title may be affixed to the right breast side of the shirt.
Uniform Shirt (short) Sleeve Shirt: The shirt is comprised of 100% Cotton or a combination of Cotton and other material in which the Cotton exceeds 60% of the blend. The Shirt is a button front style of a solid color. The shirt will have a single breast pocket on the left side. The shirt will have the County of Hidalgo Seal affixed above the left breast pocket. The Department of Budget and Management, Safety Division will be placed in a pattern around the County of Hidalgo Seal. The name of the employee and title may be affixed to the right breast side of the shirt.
Pull over shirts may be issued if it is determined by the Safety Director that the shirt is necessary for a specific assignment i.e. trainings, inclement weather conditions, afterhours call outs etc… The shirt must have a collar and top buttons (polo style). Henley style (collarless with buttons) pull over is not acceptable. T-shirts may be worn in cases of emergencies and or inclement weather only if

they clearly identify the wearer as an employee of the County of Hidalgo. The shirt will have the County of Hidalgo Seal affixed above the left breast. The Department of Budget and Management, Safety Division will be placed in a pattern around the County of Hidalgo Seal. The name of the employee and title may be affixed to the right breast side of the shirt. The shirt will be a solid color.

Jackets:

Outer Coats and Safety Vests: Rain-gear. Issue-type rain gear should be worn when weather conditions require it; however, personnel are permitted to wear transparent or clear, non-colored plastic rain gear. Safety Vests will be worn when the employee is on a work site where construction or overhead work is being conducted. Outer Coats will be worn when weather conditions require it.

Appropriate Attire for Uniformed and Non-Uniformed Personnel:

Non Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an Office Setting for our Region of Texas and in keeping with other County Offices and Departments.
All Employees will ensure that their clothing is cleaned, ironed, free of stains, tears and holes.
Trousers: The waist shall fit snugly against the body to prevent bulges and discomfort. The seat of the trousers shall not be allowed to droop or form a horizontal roll. The ends of the trouser legs shall extend at least below the tops of low-quarter shoes, but shall not extend lower than the heel sole.
Jeans: Only those employees working in the field have been authorized to wear Blue or Colored Jeans unless otherwise specifically allowed for special occasions or designated Casual days. The waist shall fit snugly against the body to prevent bulges and discomfort. The seat of the Jeans shall not be allowed to droop or form a horizontal roll. The ends of the Jeans legs shall be worn without cuffs and shall extend at least below the tops of low-quarter shoes, but shall not extend lower than the juncture of the heel sole and the upper of the shoe. The jeans cannot be faded out, spotted with bleach or worn to the point that the cuffs are frayed. The jeans cannot have holes in them.

All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with a straight hem.
Casual attire has been authorized for Friday's only regardless of Holidays.
Note: Allowing for Causal Friday is up to the discretion of the Department Head and the practice will be changed if:

- Commissioners Court takes action regarding this practice.
- Employees fail to comply with dress requirements for casual wear.
- Change of County wide Policy.

The acceptable attire for Business Casual for what is considered acceptable in business practice for the Department of Budget and Management, Safety Division is as follows:

Business Casual Attire for Women

- Khaki, corduroy, twill or cotton pants or skirts, neatly pressed
- Western pattern shirts
- Sweaters, twinsets, cardigans, polo/knit shirts
- Jeans, trousers, and un-hemmed blouses or shirts as previously defined.

Business Casual Attire for Men

- Khaki, gabardine or cotton pants, neatly pressed
- Cotton long-sleeved or shirt sleeve button-down shirts pressed or ironed polo shirts or knit shirts with a color.
- Western pattern shirts
- Sweaters
- Jeans, trousers, and un-hemmed blouses or shirts as previously defined.

What Not to Wear

Regardless of gender, when the dress code is business casual it's not appropriate to wear your favorite old t-shirt, ripped jeans and antique sneakers. Keep in mind the "business" part of business casual, and leave your old comfortable clothes at home.

Pull over's can be worn but must have a collar and top buttons (polo style). Henley style (collarless with buttons) pull over's not acceptable. All pull over's will be worn tucked in the pant line. Pull over shirts cannot be heavily designed with patterns.

No T-shirts. T-shirts will only be allowed in cases of emergencies and inclement weather assignments.

Hawaiian shirts or similar heavily patterned or designed shirts are not acceptable wear for the office.

Revealing clothing, Transparent Materials, Micro-Mini Skirts, and or shorts are prohibited.

Important to Note: If you are assigned to go to a class or seminar and you are being paid to attend, you are expected to adhere to this dress

policy. The only exception to this policy is if the course outline requires a certain dress style in the curriculum.

Corrective Measures:

The first violation of this policy will result in the employee being sent home to change attire. Your time sheet will be adjusted to reflect the time used to go home and back.

Subsequent violations will result in progressive disciplinary actions.

Deviation from the policy can only occur if previous authorization has been granted after review of such requests.

AI-34146 **2. I.**

CC CONSENT

Meeting Date: 09/18/2012

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?:

BUDGETARY IMPACT:

Available account balance as of 09-14-12

Attachments

Intra-Dept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/11/2012 09:38 AM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:42 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Edna Kirby Started On: 09/11/2012 09:16 AM

Final Approval Date: 09/14/2012

DATE: **September 25, 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**
812	IT COUNTYWIDE-SOFTWARE LICENSE	534	IT COUNTYWIDE-INTERNET	$18,000.00
			TOTAL	**$18,000.00**

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ____/____/____

ATTEST COUNTY CLERK

AI-34120 **2. J.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2012 - Justice Court Technology (1242)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-14-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2012 03:49 PM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:41 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Edna Kirby Started On: 09/07/2012 03:13 PM

Final Approval Date: 09/14/2012

DATE: September 25, 2012

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 2-1242-412-00-060-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	Justice Crt Tech-Equip&Veh R&M SRV	665	Justice Crt Tech-Minor Computer Equip	$6,519.10
431	Justice Crt Tech-Bldg&Othr Struc R&M SRV	665	Justice Crt Tech-Minor Computer Equip	1,407.97
667	Justice Crt Tech-Minor Software	619	Justice Crt Tech-Other Minor Supplies	$17,000.00
664	Justice Crt Tech-Other Minor Equipment	619	Justice Crt Tech-Other Minor Supplies	5,328.60
431	Justice Crt Tech-Bldg&Othr Struc R&M SRV	601	Justice Crt Tech-Office & Computer Supplies	1,380.00
432	Justice Crt Tech-Equip&Veh R&M SRV	745	Justice Crt Tech-Computer Equipment	2,400.00
.				
			TOTAL	**$34,035.67**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-34062 **2. K.**

CC CONSENT

Meeting Date: 09/18/2012

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?: N

BUDGETARY IMPACT:

Funds available as of 09/07/2012.

Attachments

LIT.9-18-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 03:59 PM
Ana Galvan	Ana Galvan	09/07/2012 04:43 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Yolanda Orozco Started On: 09/05/2012 02:11 PM

Final Approval Date: 09/14/2012

DATE: September 18, 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
2-1100-422-10-300-001-0-890	Fire Marshal Other		2-1100-422-10-300-001-0-603	Educational Supplies	$230.00
2-1100-422-10-300-001-0-890	Fire Marshal Other		2-1100-422-10-300-001-0-664	Other Minor Equip	$3,000.00
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					$3,230.00

REASON: To purchase cameras and equipment utilized for investigations.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-34045 **2. L.**

CC CONSENT

Meeting Date: 09/18/2012

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

Department: TAX OFFICE

Information

CAPTION

2012 - Tax Office (1100)

BACKGROUND

2012 Tax - Office (1100)

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-14-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 07:57 AM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:33 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Mary Garcia Started On: 09/04/2012 04:07 PM

Final Approval Date: 09/14/2012

DATE: September 4, 2012

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 2-1100-415-15-140-001-0xxx

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

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
601	OFFICE & COMP SUPPLIES	672	R&M Supplies Equp. & Veh.	$36.25
			TOTAL	36.25

REASON: **To purchase necessary items to operate County office (duplicate keys).**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-34076 **2. M.**

CC CONSENT

Meeting Date: 09/18/2012

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?:

BUDGETARY IMPACT:

Available account balance as of 09-14-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 05:00 PM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:29 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Jose Munoz Started On: 09/05/2012 04:30 PM

Final Approval Date: 09/14/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 09-05-2012

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
431	BLDG&OTHR STRUC R&M SRV	550	PRINTING & BINDING	1,200.00
431	BLDG&OTHR STRUC R&M SRV	601	OFFICE AND COMPUTER SUPPLIES	1,200.00
431	BLDG&OTHR STRUC R&M SRV	780	CAPITAL LEASES	600.00
529	SURETY & NOTARY BONDS	601	OFFICE AND COMPUTER SUPPLIES	4.00
607	HSEHLD & JANITORIAL SUPPL	601	OFFICE AND COMPUTER SUPPLIES	150.00
661	MINOR OFFICE FURN & EQUIP	601	OFFICE AND COMPUTER SUPPLIES	1,000.00
665	MINOR COMPUTER EQUIPMENT	601	OFFICE AND COMPUTER SUPPLIES	100.12
743	OFFICE FURN & EQUIPMENT	601	OFFICE AND COMPUTER SUPPLIES	2,000.00
745	COMPUTER EQUIPMENT	601	OFFICE AND COMPUTER SUPPLIES	67.38
			TOTAL	6,321.50

REASON: To appropriate funds to cover costs for Capital Leases, Printing & Binding and Supplies.

Norma G. García

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-33964 **2. N.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2012 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-429-00-110-075-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/07/2012.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 09:01 AM
Ana Galvan	Ana Galvan	09/07/2012 04:24 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: SANDRA DELEON Started On: 08/30/2012 08:19 AM

Final Approval Date: 09/14/2012

DATE: August 29, 2012

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 2-1100-429-00-110-075-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
535	POSTAGE	529	SURETY AND NOTARY BONDS	71.00
			TOTAL	71.00

REASON: TRANSFER IS BEING REQUESTED FOR THE PURCHASE OF A NOTARY BOND FOR ADMINISTRATIVE ASSISTANT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-34188 **2. O.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Investigation Fund HB65 (Fund 1227)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1227-421-00-280-005-0-XXX

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

BUDGETARY IMPACT:

$15,908.00 available funds as of 09/12/2012.
No salary analysis needed. There are currently no regular full time employees charged to Object Code 113 Regular Full-Time Employees in the Sheriff's Investigation HB65 account.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/12/2012 04:06 PM
Budget & Management	Merlen P. Munoz	09/13/2012 08:22 AM
Sylvia Solis	Sylvia Solis	09/13/2012 02:15 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Rosie Hinojosa Started On: 09/12/2012 03:59 PM

Final Approval Date: 09/14/2012

DATE: 9/12/2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Investigation Fund HB65

ACCOUNT NUMBER: 2-1227-421-00-280-005-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1227-421-00-280-005-0-113	Regular Full Time Employees (Salaries)	➔	2-1227-421-00-280-005-0-540	Advertising	10,000.00
2-1227-421-00-280-005-0-113	Regular Full Time Employees (Salaries)	➔	2-1227-421-00-280-005-0-831	Court Costs & Investigation	5,908.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
T O T A L					$15,908.00

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-34068 **2. P.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 09/13/2012.

Attachments

LIT 9-18-12

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/05/2012 02:44 PM
Budget & Management	Merlen P. Munoz	09/05/2012 04:01 PM
Ana Galvan	Ana Galvan	09/13/2012 02:26 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Myra Montoya Started On: 09/05/2012 02:41 PM

Final Approval Date: 09/14/2012

DATE: 9/5/2012

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 2-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-421-00-280-001-0-	611- POLICE SUPPLIES	→	2-1100-421-00-280-001-0-	601- OFFICE SUPPLIES	$3,557.50
2-1100-421-00-280-001-0-	611- POLICE SUPPLIES	→	2-1100-421-00-280-001-0-	748- OTHER EQUIPMENT	$1,723.00
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	TOTAL				$5,280.50

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE PURCHASE OF TETRA PORTFOLIOS AND SABRE REFILL STATION.

Emilia Vargas

DEPARTMENT HEAD SIGNATURE

_____ ____/____/____ _____

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 03/14/2003

AI-34088 **2. Q.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Damian Carranza Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: 332ND DISTRICT COURT

Information

CAPTION

2012 - 332nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-006-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/14/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 10:30 AM
Ana Galvan	Ana Galvan	09/14/2012 03:40 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Angela Garcia Started On: 09/06/2012 09:52 AM

Final Approval Date: 09/14/2012

BUDGET INTRADEPARTMENTAL TRANSFER

DATE: September 6, 2012

DEPARTMENT HEAD: MARIO RAMIREZ

DEPARTMENT NAME: 332ND DISTRICT COURT

ACCOUNT NUMBER: 2-1100-412-00-006-001-0-XXX

CONTACT PERSON: DAMIAN CARRANZA

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
890	OTHER	630	FOOD
890	OTHER	671	BLDG & OTHER STRUC R&M SUPP
			TOTAL

REASON: PURCHASE FOOD FOR JURORS AND NEED CHAIR RAILS.

DEPARTMENT HEAD SIGNATURE

CC I

APPROVED COMMISSIONERS' COURT

ATTEST CO

BUDGET INTRADEPARTMENTAL TRANSFER

ent Code,

AMOUNT
$500.00
$300.00
800.00

DATE

UNTY CLERK

AI-34046 **2. R.**

CC CONSENT

Meeting Date: 09/18/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 09/04/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 07:58 AM
Veronica Ortiz	Veronica Ortiz	09/14/2012 10:59 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Ana Galvan Started On: 09/04/2012 04:34 PM

Final Approval Date: 09/14/2012

34046

DATE: August 31, 2012

DEPARTMENT HEAD: Judge Israel Ramon, Jr.

DEPARTMENT NAME: 430th District Court

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

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
780	Cap. Leases		831	Court costs	176.25
		->			
890	Other	->	831	Court costs	94.16
		->			
743	Off. Furn	->	831	Court costs	.85
		->			
671	Bldg. Supp.	->	831	Court costs	28.74
		->			
671	Bldg. Supp.	->	630	Food	23.73
		->			
664	Minor Equip.	->	630	Food	90.84
		->			
619	Misc. Supp.	->	630	Food	48.02
		->			
748	Other Equip.	->	630	Food	500.00
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748	Other Equip.	->	601	Off. Supplies	500.00
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					1462.59

REASON: Need monies to pay invoices.

DEPARTMENT HEAD SIGNATURE
Judge Israel Ramon, Jr.

APPROVED COMMISSIONERS' COURT

8 / 31 / 12
DATE

ATTEST COUNTY CLERK

AI-34029 **2. S.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Rachel Segura, COUNTY COURT #4

Department: COUNTY COURT #4

Information

CAPTION

2012 - CCL #4 (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 09/10/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/04/2012 10:34 AM
Ana Galvan	Ana Galvan	09/10/2012 04:49 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Rachel Segura Started On: 09/04/2012 08:36 AM

Final Approval Date: 09/14/2012

INTRADEPARTMENTAL TRANSFER

DATE: **September 4, 2012**

DEPARTMENT HEAD: **Judge Fred Garza**

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

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

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	601	Office & Computer Supplies	$451.85
890	Other	661	Minor Office Furniture & Equip	$572.55
			TOTAL	$1,024.40

Reason: **Transfer is needed to purchase a new printer for the office.**

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-33970 **2. T.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Joanna Guerra Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: COUNTY COURT #5

Information

CAPTION

2012 - CCL #5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-025-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/30/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 09:50 AM
Ana Galvan	Ana Galvan	09/10/2012 03:57 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Sylvia Solis Started On: 08/30/2012

Final Approval Date: 09/14/2012

DATE: August 30, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #5

ACCOUNT NUMBER: 2-1100-412-00-025-001-0-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
336	COMPUTER SERVICES	529	SURETY & NOTARY BONDS	58.00
523	PUBLIC OFFICIAL INSURANCE	583	TRAVEL OUT OF COUNTY	100.00
890	OTHER	583	TRAVEL OUT OF COUNTY	500.00
			TOTAL	658.00

REASON:
Intradepartmental Transfer to various operating expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34156 **2. U.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Pamela Hernandez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 Admin (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-004-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/14/2012.

Attachments

Revised Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 08:46 AM
Ana Galvan	Ana Galvan	09/14/2012 10:06 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Pamela Hernandez Started On: 09/11/2012 04:00 PM

Final Approval Date: 09/14/2012

DATE: September 17, 2012 **MEETING REQUEST DATE:**

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AGENDA#

JE#

DEPARTMENT NAME: PCT #1 ADMINISTRATION

ACCOUNT NUMBER: 2-1200-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2	1200	431	00	121	004	0	780	CAPITAL LEASES	2	1200	431	00	121	004	0	601	OFFICE & COMPUTER SUPP	$ 640.12
2	1200	431	00	121	004	0	665	MINOR COMPUTER	2	1200	431	00	121	004	0	607	HSEHLD & JANITORIAL SUPP	$ 58.05
2	1200	431	00	121	004	0	810	DUES & MEMBERSHIPS	2	1200	431	00	121	004	0	631	BOTTLED WATER	$ 30.00
2	1200	431	00	121	004	0	336	COMPUTER SERVICES	2	1200	431	00	121	004	0	631	BOTTLED WATER	$ 70.39
2	1200	431	00	121	004	0	529	SURETY & NOTARY	2	1200	431	00	121	004	0	631	BOTTLED WATER	$ 100.00
2	1200	431	00	121	004	0	550	PRINTING & BINDING	2	1200	431	00	121	004	0	601	OFFICE & COMPUTER SUPP	$ 241.41
2	1200	431	00	121	004	0	583	TRAVEL OUT OF COUNTY	2	1200	431	00	121	004	0	601	OFFICE & COMPUTER SUPP	$ 280.80
2	1200	431	00	121	004	0	584	REGISTRATION FEES	2	1200	431	00	121	004	0	601	OFFICE & COMPUTER SUPP	$ 583.46
2	1200	431	00	121	004	0	550	PRINTING & BINDING	2	1200	431	00	121	004	0	411	WATER/SEWERAGE	$ 600.00
2	1200	431	00	121	004	0	780	CAPITAL LEASES	2	1200	431	00	121	004	0	442	EQUIP & VEHIC. RENTALS	$ 34.00
2	1200	431	00	121	004	0	583	TRAVEL OUT OF COUNTY	2	1200	431	00	121	004	0	607	HSEHLD & JANITORIAL SUPP	$ 50.00
																		2,688.23

REASON: NEEDED TO COVER FUTURE EXPENSES

NOE MONTEZ

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-34043 **2. V.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Anthony Webber, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 Park (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-14-12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/04/2012 04:02 PM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:32 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Anthony Webber Started On: 09/04/2012 03:32 PM

Final Approval Date: 09/14/2012

DATE: September 17, 2012 **MEETING REQUEST DATE:** September 18, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 PARKS JE-

ACCOUNT NUMBER: 2-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2	1100	452	00	121	013	0	343	LAUNDRY AND DRY CLE	2	1100	452	00	121	013	0	626	GASOLINE/DIESEL	9.60
2	1100	452	00	121	013	0	350	OTHER SERVICES	2	1100	452	00	121	013	0	626	GASOLINE/DIESEL	0.04
2	1100	452	00	121	013	0	431	REPAIR AND MAINTENAN	2	1100	452	00	121	013	0	626	GASOLINE/DIESEL	132.75
2	1100	452	00	121	013	0	439	REPAIR AND MAINTENAN	2	1100	452	00	121	013	0	626	GASOLINE/DIESEL	94.35
2	1100	452	00	121	013	0	604	MEDICAL AND LABORAT	2	1100	452	00	121	013	0	626	GASOLINE/DIESEL	36.80
2	1100	452	00	121	013	0	664	OTHER MINOR EQUIPME	2	1100	452	00	121	013	0	626	GASOLINE/DIESEL	597.01
2	1100	452	00	121	013	0	739	OTHER STRUCTURES	2	1100	452	00	121	013	0	626	GASOLINE/DIESEL	227.37
2	1100	452	00	121	013	0	631	BOTTLED WATER	2	1100	452	00	121	013	0	626	GASOLINE/DIESEL	454.00
2	1100	452	00	121	013	0	612	RECREATIONAL SUPPLIE	2	1100	452	00	121	013	0	626	GASOLINE/DIESEL	847.54
2	1100	452	00	121	013	0	811	LICENSES AND PERMITS	2	1100	452	00	121	013	0	626	GASOLINE/DIESEL	1,400.00
																		3,799.46

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

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-34181 **2. W.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-004-0-XXX

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

BUDGETARY IMPACT:

Funds Available $9,497.60 as of 9/14/12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 08:18 AM
Ana Galvan	Ana Galvan	09/14/2012 03:45 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Katia Garcia Started On: 09/12/2012 02:54 PM

Final Approval Date: 09/14/2012

DATE: September 12, 2012

2012
Transfer

AI-34181

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
CW Mech Shop

ACCOUNT NUMBER: 2-1200-431-00-122-004-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

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	622	ELECTRICITY	$1,000.00
890	OTHER	621	NATURAL GAS	$140.00
			TOTAL	**$1,140.00**

REASON:
Transfer needed to cover projected expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-34133 **2. X.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 R&B (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:

Funds available $422,413.57 as of 9/10/12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/10/2012 02:11 PM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:23 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Katia Garcia Started On: 09/10/2012 11:18 AM

Final Approval Date: 09/14/2012

DATE: **September 10, 2012**

2012
Transfer

AI-34133

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

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

ACCOUNT NUMBER: **2-1200-431-00-122-006-0-XXX**

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

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	613	SAFETY SUPPLIES	$1,000.00
890	OTHER	626	GASOLINE/DIESEL	$20,000.00
890	OTHER	619	OTHER MISC SUPPLIES	$300.00
			TOTAL	**$21,300.00**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-34134 **2. Y.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available $1,201.55 as of 9/10/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/10/2012 02:12 PM
Ana Galvan	Erika Zamora	09/10/2012 04:30 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Katia Garcia Started On: 09/10/2012 11:28 AM

Final Approval Date: 09/14/2012

DATE: **September 10, 2012**

2012
Transfer

AI-34134

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

DEPARTMENT NAME: **Hidalgo County Precinct No. 2 Sanitation**

ACCOUNT NUMBER: **2-1100-432-00-122-001-0-XXX**

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

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**
748	OTHER EQUIPMENT	532	WIRELESS DEVICES	$1.00
			TOTAL	**$1.00**

REASON:
Transfer needed to cover projected expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-34034 **2. Z.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-051-0-XXX

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

BUDGETARY IMPACT:

Funds available $100,299.62 as of 9/4/12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/04/2012 04:00 PM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:25 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Katia Garcia Started On: 09/04/2012 01:51 PM

Final Approval Date: 09/14/2012

DATE: **September 4, 2012**

2012
Transfer

AI-34034

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

DEPARTMENT NAME: **Hidalgo County Precinct No. 2 R&B**

ACCOUNT NUMBER: **2-1200-431-00-122-051-0-XXX**

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
731	ROADS	711	ROW	$15,000.00
			TOTAL	**$15,000.00**

REASON:
Transfer needed to cover anticipated ROW expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-33965 **2. AA.**

CC CONSENT

Meeting Date: 09/18/2012

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

Department: COMM. PCT. #3

Information

CAPTION

2012 - Pct. #3 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-123-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance a of 09-14-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 09:02 AM
Veronica Ortiz	Veronica Ortiz	09/14/2012 11:31 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Norma Ceballos Started On: 08/30/2012 08:28 AM

Final Approval Date: 09/14/2012

INTRA-DEPARTMENTAL TRANSFER

DATE: 08/30/12

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 2-1200-431-00-123-004-0-XXX

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

SUBJECT: Intra-departmental Transfer

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	Pct #3 Adm. - Other	745	Pct #3 Adm. - Computer Equipment	$ 1,500.00
			TOTAL	**$ 1,500.00**

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34033 **2. BB.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 R&B (1200)

BACKGROUND

Fiscal Impact

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

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

890--> 540 $3,000.00

Available balance as of 09/12/2012

Attachments

Pct 4 Rd Maint LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 03:56 PM
Ana Galvan	Ana Galvan	09/12/2012 03:08 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Veronica Lopez Started On: 09/04/2012 10:43 AM

Final Approval Date: 09/14/2012

DATE: **September 17, 2012**

DEPARTMENT HEAD: **Joseph Palacios**

DEPARTMENT NAME: **Hidalgo County Precinct No. 4**

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

2012

Intradepartmental Transfer

AI- 34033

Contact Person: Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

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	Pct 4 Rd- Other	540	Pct 4 Rd- Advertising	$3,000.00
			TOTAL	**$3,000.00**

REASON:
Transfer needed to fund Pct 4 Advertising needs.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34261 **3. A.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Depts (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm-Contingency to Various Departments in the amount of $5,000.94 to fund 4th quarter 2011 unemployment deficit.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-X0-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 9/14/12.

Form Review

Inbox	Reviewed By	Date
Olga Garza	Olga Garza	09/14/2012 05:02 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Erika Zamora Started On: 09/14/2012 04:22 PM

Final Approval Date: 09/14/2012

AI-34168 **3. B.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Noe Montez Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 CO's 2010 A & B (1342):
Approval of 2012 interdepartmental transfer from Pct. 1 Roads, program #041, to Pct. 1 Valdez (Armando-Ditch), program #099, in the amount of $571.80 to fund road material expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-041-0-731

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

BUDGETARY IMPACT:

program #041 --> 099 in the amount of $571.80 to fund increase for PO #678367 in relation to road material expenditures.

Funds available as of 9-13-12.

Attachments

email request to change amount
interdept transfer- CO's 2010 A&B

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/12/2012 11:30 AM
Budget & Management	Merlen P. Munoz	09/12/2012 11:52 AM
Rosalinda Cantu	Rosie Cantu	09/13/2012 10:55 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Ivan Cantu Started On: 09/12/2012

Final Approval Date: 09/14/2012

Zimbra **rosalinda.cantu@co.hidalgo.tx.us**

AI-34168

From : Noe Montez <noe.montez@co.hidalgo.tx.us> Thu, Sep 13, 2012 08:37 AM
Subject : AI-34168 1 attachment
To : 'Rosalinda' <rosalinda.cantu@co.hidalgo.tx.us>

Rosie, Can you please change the amount of request to $571.80 on this transfer..i have spoken to Ivan..

Noe Montez, CPM
Director Of Management Support
1902 Joe Stephens Ave
Weslaco, Tx 78596

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image001.gif

75 B

DATE: September 18, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

ACCOUNT NUMBER: 2-1342-431-00-121-0XX-0-731

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

2012

Interdepartmental Transfer

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:			
2-1342-431-00-121-041-0- 731	CO 2010 A & B-Pct. 1 Roads-	Roads	(571.80)
TO:			
2-1342-431-00-121-099-0- 731	CO 2010 A & B-Valdez(Armando-Ditch)-	Roads	571.80
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund increase to PO #678367 for Universal Truckers, Inc. in relation to road material expenditures for Valdez (Armando-Ditch).

DEPARTMENT HEAD SIGNATURE

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

AI-34044 **3. C.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 R&B:
Approval of 2012 interdepartmental transfer within R&B Fund 1200 from program (051) to program (006) in the amount of $89,988.05.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 9/4/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/04/2012 04:03 PM
Roland Garcia	Rolando Garcia	09/06/2012 10:09 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Katia Garcia Started On: 09/04/2012 03:52 PM

Final Approval Date: 09/14/2012

DATE: September 4, 2012

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2 R&B

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

2012
TRANSFER
AI-34044

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

Contact: Katia Garcia
Ph#: 956-787-1891 Ext. 2027

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
2-1200-431-00-122-051-0-731	PCT2 EL GATO RD (W ALAMO-TOWER)-ROADS	($85,299.62)
2-1200-431-00-122-051-0-841	PCT2 EL GATO RD (W ALAMO-TOWER)-AID TO GOVT.	($4,688.43)
TO		
2-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	$89,988.05
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer from PCT 2 EL GATO RD (W ALAMO-TOWER) into PCT2 RD MAINT. due to completion of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-34186 **3. D.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Comm. Joseph Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 (1200):
Approval of 2012 interdepartmental transfer from Pct 4 Rd Maint. (program 007) to Pct 4 Adm (program 005) in the amount of $5,500.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

2-1200-431-00-124-007-0-890 --> 2-1200-431-00-124-005-0-550 $5,500.00
Funds available as of 09/12/12

Attachments

Pct 4 Interdept- Adm

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 08:20 AM
Manuel Chapa	Manuel Chapa	09/13/2012 09:34 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Veronica Lopez Started On: 09/12/2012 03:54 PM

Final Approval Date: 09/14/2012

DATE: September 17, 2012

2012
Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI- 34186

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

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

Contact: Veronica Lopez
Ph#: 956-383-3112 Ext. 4019

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
2-1200-431-00-124-007-0-890	**PCT4 Rd Maint- Other**	**($5,500.00)**
To:		
2-1200-431-00-124-005-0-550	**PCT4 Adm- Printing & Binding**	**$5,500.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer needed for Pct 4 printing and binding expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-34243 **3. E.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Jail (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Jail in the amount of $400,000 to fund room & board expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-XX-XXX-002-0-X9X

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

BUDGETARY IMPACT:

Funds pending appropriation of new source general fund revenue AI-34229 in the amount of $421,866.14 CC 9/18/12.

Attachments

Interdept Trsf -Revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 02:29 PM
Manuel Chapa	Manuel Chapa	09/14/2012 03:59 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Erika Zamora Started On: 09/14/2012 02:00 PM

Final Approval Date: 09/14/2012

DATE: September 18, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Jail

ACCOUNT NUMBER: 2-1100-4XX-XX-XXX-002-0-X9X

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	(400,000.00)
TO			
2-1100-423-21-280-002-0- 590	JAIL	ROOM & BOARD	400,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund Jail room & board expenditures.

SIGNATURE

/ /

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

AI-34252 **3. F.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Constable Pct. 4 Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #4:
Approval of 2012 interdepartmental transfer from Co. Wide Contingency to Constable Pct. #4 (object codes 584 & 583) in the total amount of $1,520.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:
Available funds as of 9/14/12.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 03:57 PM
Rosalinda Cantu	Rosie Cantu	09/14/2012 04:58 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Olga Garza Started On: 09/14/2012 03:40 PM

Final Approval Date: 09/14/2012

DATE: September 18, 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: Olga Garza **PHONE:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
2-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(1,520.00)
TO			
2-1100-421-00-294-001-0- 584	CONSTABLE PCT 4	REGISTRATION FEES	600.00
2-1100-421-00-294-001-0- 583	CONSTABLE PCT 5	TRAVEL OUT OF COUNTY	920.00
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer into Constable Pct 4 to cover upcoming training and travel expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-34269 **3. G.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Visiting Judges (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Visiting Judges in the amount of $ 34,000.00 to fund visiting judges expenditures.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Erika Zamora Started On: 09/14/2012 04:46 PM

Final Approval Date: 09/14/2012

AI-34266 **3. H.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Comm (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Co Comm in the amount of $10,100.00 to fund broadcasting services of commissioners' court for the month of July.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-41X-X0-1X5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available in Co Wide Adm-Contingency (2-1100-415-00-115-002-0-899) as of 9/14/12.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	09/14/2012 05:05 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Erika Zamora Started On: 09/14/2012 04:39 PM

Final Approval Date: 09/14/2012

DATE: September 18, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

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

ACCOUNT NUMBER: 2-1100-41X-X0-1X5-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
2-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(10,100.00)
TO			
2-1100-413-30-125-004-0- 320	CO COMM	PROFESSIONAL SERVICES	10,100.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund July Invoice for broadcasting of commissioners court to RGV Broadcasting

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-34267 **3. I.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

370th DC (1100):
Approval of 2012 interdepartmental transfer from Co Wide Adm.-Contingency to 370th DC in the amount of $ 9,500.00 to fund grant writing contractual services.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Erika Zamora Started On: 09/14/2012 04:42 PM

Final Approval Date: 09/14/2012

AI-34169 **4. A.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 09-18-12

Pct 2 & 4 Cert Plat & Utility Status 09-18-12

Pct 2 & 4 Water Service Availability 09-18-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 01:51 PM
Olga Garza	Olga Garza	09/14/2012 04:09 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Irma Castillo Started On: 09/12/2012 11:12 AM

Final Approval Date: 09/14/2012

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ALICIA CHAVEZ	1-9331
2.	CLAUDIA A. MOLINA	1-9151
	COMM. COURT: SEPTEMBER 18, 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: 1-9371

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: Alicia Chavez

Address: 6801 N. Mile 4½ W.
Weslaco, TX 78596
650-6879

Phone: (956) 532-8804

Water Supplier: N.A.W.S

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

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

regarding the land described as: Stillo #2 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 04-07-08);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9331

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: Alicia Chavez

Address: 6801 N. Mile 4½ W.
Weslaco, TX

Phone: (956) 532-8804

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

Shilo #2 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

Alicia Chavez
Requesting Party (Signature)

9-12-12
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:

9/12/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9331
Sep. 10, 2012

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

S3255-02-000-0001-00

[1] OWNER: CHAVEZ, JUAN J. & ALICIA

6801 N. MILE 4.5 W
WESLACO, TX 78596
Telephone No. 532-8804

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,088 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
SHILO #2 LOT#1

LOCATION: 0 MILE 12 1/2 & FM 88

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 35' SIDES 6' CORNER SIDES 15'
FINISH FLOOR ELEV. 18" AOBVE CENTERLINE OF ST.

Prepared by — Date: 9/10/12

Approved by — Date: 9/10/12

X Miguel Chavez — Signature of Owner or Applicant — Date: X 9-10-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

CHANGE TO: VLTC
GF# 112916

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: June 30, 2008

Grantor: EL TORO BUILDERS, INC., a Texas corporation

Grantor's Address: 2009 N. Conway, Mission, Hidalgo County, Texas 78572

Grantee: JUAN J. CHAVEZ and wife, ALICIA CHAVEZ

Grantee's Address: 6801 N. Mile 4 ½ W, Weslaco, Hidalgo County, Texas 78596

Consideration: TEN DOLLARS ($10.00) 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 TWENTY-THREE THOUSAND SIX HUNDRED DOLLARS ($23,600.00), is executed by Grantee and is payable to the order of INTER NATIONAL BANK. The Note is secured by a vendor's lien retained in favor of INTER NATIONAL BANK in this Deed and by a Deed of Trust of even date from Grantee to ROBERT J. HYMEL, JR., Trustee.

Property (including any improvements): All of Lot 1, SHILO SUBDIVISION NO. 2, an Addition to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 55, Page 24, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive covenants dated April 15, 2008, filed June 4, 2008 under Document Number 1896696, Official Records and Volume 55, Page 24, Map Records of Hidalgo County, Texas.
2. Blanket easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.
3. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Shilo Subdivision No. 2, recorded in Volume 55, Page 24, Map Records of Hidalgo County, Texas.
4. Easement reserved as shown by instrument dated January 11, 1933, recorded in Volume 375, Page 287, Deed Records of Hidalgo County, Texas.
5. Easement reserved as shown by instrument dated November 10, 1993, filed November 23, 1993 under Document Number 355257, Official Records of Hidalgo County, Texas.
6. Right of way easement in favor of Texas Eastern Transmission Corporation as shown by instrument dated January 24, 1957, recorded in Volume 882, Page 189, Deed Records of Hidalgo County, Texas.
7. Right of way easement as shown by instrument, recorded in Volume 1809, Page 70, Deed Records of Hidalgo County, Texas.
8. Right of way easement in favor of North Alamo Water Supply Corporation, as shown by instrument dated February 26, 2008, filed February 26, 2008 under Document Number 1860157, Official Records of Hidalgo County, Texas.
9. Mineral and/or royalty reservation contained in deed dated November 10, 1993, filed November 23, 1993 under Document Number 355257, Official Records of Hidalgo County, Texas.
10. Terms, stipulations and conditions contained in a Non-Drilling Agreement, dated November 10, 1993, filed November 23, 1993 under Document Number 355259, Official Records of Hidalgo County, Texas.
11. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
12. Taxes for 2008 and subsequent years, the payment of which Grantee assumes.

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.

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.

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

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

EL TORO BUILDERS, INC., a Texas corporation

By: _____
NORBERTO SALINAS, President

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 2nd day of July, 2008, by **NORBERTO SALINAS, President of EL TORO BUILDERS, INC., a Texas corporation**, as the act and deed thereof.

RACHEL C. RUIZ
MY COMMISSION EXPIRES
March 13, 2012

_____
Notary Public, State of Texas

PREPARED BY:

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

File/GF No. 11300.140/112,916vlt

AFTER RECORDING RETURN TO:

Mr. & Mrs. Juan J. Chavez
6801 N. Mile 4 ½ W
Weslaco, TX 78596

CHARGE RECORDING TO:

VALLEY LAND TITLE CO.
2300 W. Pike Blvd., Suite 104
Weslaco, TX 78596

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: 14151

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: Claudia A. Molina

Address: 8300 Tolu St.
Weslaco TX 78596

Phone: (956) 618-2499

Water Supplier: R.G.W.S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Frontera Heights east ph3 lot #16,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/25/06);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9151

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: Claudia A. Molina

Address: 8300 Tolu St.
Weslaco TX 78596

Phone: (956) 618-2499

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

Fiesta ~~estate~~ Heights east ph 3 lot 7116

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Claudia A Molina — Requesting Party (Signature)
9/5/12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9/12/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9151
Jul. 3, 2012

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

F7665-03-000-0016-00

[1] OWNER: MOLINA, CLAUDIA A.

2301 ZIMMERMAN
EDINBURG TX 78539
Telephone No. 309-7713

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
FRONTERA HEIGHTS EAST PH.#3
LOT #16

LOCATION: 0 MI. 4 W & 12 1/2 N

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___/___ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:40' SIDES:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date: 7/3/12

Approved by — Date: 7/7/12

Claudia A Molina — Date: 7/3/12
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0475C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ___/___ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: June 21, 2012

Grantor: Stonehaven Development, Inc., a Texas Corporation

Grantor's Mailing Address:
806 N. Jackson Rd.
Hidalgo, Texas 78557

Grantee: Claudia A Molina

Grantee's Mailing Address (including county):
2301 Zimmerman
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Nine Thousand Four Hundred Ninety-Five Dollars and No Cents ($29,495.00), 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 Anthony E. Gray, Trustee.

Property (including any improvements):

Lot 16, Frontera Heights East, Phase 3, Hidalgo County, Texas, as per Map or Plat recorded in Volume 51, Pages 49, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purpose.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Frontera Height East , as shown on the plat thereof, recorded in Volume 51, Page(s) 49, Map records of Hidalgo County, Texas.
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.
13. A lien securing a promissory note (the "Prior Note"), dated July 19, 2006, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo

County, Texas under Clerk's Document Number 1641036. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom. **SAVE AND EXCEPT**, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise. By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

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

Stonehaven Development, Inc., a Texas Corporation

BY: _____
Anthony E. Gray, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 21 day of June, 2012, by Anthony E. Gray, President of Stonehaven Development, Inc., a Texas Corporation on behalf of the said Stonehaven Development, Inc.

_____
Notary Public, State of Texas

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

AFTER RECORDING RETURN TO:

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

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Augtina Hernandez	4-10395
2.	Josue Cardiel Lorenzo	4-11625
3.	Juan C. Santillana	4-11766
4.	Christopher D. Curl	4-11635
	COMM. COURT: September 18, 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: 4-10395

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: ~~Agustina Lopez~~ Agustina Hernandez

Address: 6005 Corrion Dr
Edinburg TX 78541
Paloma Del Valle 3 Lot 179

Phone: 956-569-79-62

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	9/7/12

Water Supplier: Edinburg

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

Account/ESI No.: ~~#~~ 10032 7894 17881847

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Paloma Del Valle #3 Lot # 179

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 07-11-2007);

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

Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 9-7-12);

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 9-7-12);

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

_____ Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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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: 4-10395

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: Agustina Hernandez ~~Agustina Lopez~~

Address: 96 18 Bramorado Mission TX 78574

Phone: 956 569 79. 62

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

Palomar Del Valle #3 Lot #179

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Agustina Hernandez
X ~~Agustina Lopez~~ 8/31/2012
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

03/31/12
Date

County Official

DEED OF TRUST

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

Date: May 27, 2010

Grantor: Servando Lopez Limon and Agustina Rojas Hernandez

Grantor's Mailing Address including County:

9611 Enamorados Dr.
Mission, TX 78574
Hidalgo

Trustee: David Crook, Attorney at Law

Trustee's Mailing Address (including county):

100 Savannah
Suite 380
McAllen, Texas 78503
Hidalgo County

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Jul 13,2010 at 10:28A

As a Recording

Document Number: 2119001
Total Fees : 36.00

Receipt Number - 1132090
By,
Ismael Hidalgo, Deputy

Beneficiary: Paloma Del Valle II, Ltd.

Beneficiary's Mailing Address (including county):

13201 N. 23rd Street
Edinburg, Texas 78541
Hidalgo County

Note:

Date: May 27, 2010

Amount: $16,832.00

Maker: Servando Lopez Limon and Agustina Rojas Hernandez

Payee: Paloma Del Valle II, Ltd.

Final Maturity Date: as therein provided

Terms of Payment: as therein provided

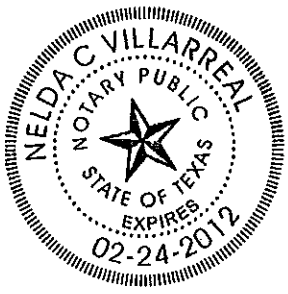
Property (including any improvements):

Lot 179 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,

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on May 27, 2010, by Servando Limon Lopez.



Nelda C Villarreal
Notary Public, State of Texas

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

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on May 27, 2010, by Agustina Hernandez Rojas.



Nelda C Villarreal
Notary Public, State of Texas

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

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10395
Mar. 16, 2011

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

P2112-03-000-0179-00

[1] OWNER: SERVANDO LOPEZ & AGUSTINA ROJAS HERNANDEZ
6005 CORRION DRIVE
EDINBURG, TX 78541
Telephone No. 907-7711

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 730 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 179

LOCATION: 0 M. CRISTO & SEMINARY

[8] SEWAGE: PUBLI

[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 COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 10' SIDES 6'
MINIMUM ELEV. 18" TOP OF CURB

Efrain Cabello — Prepared by — 3-16-11 Date

Efrain Cabello — Approved by — 3-15-11 Date

X — 3-11

X Agustina Hernandez — Signature of Owner or Applicant — 3-16-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 M 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: 4-11625

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:		49126
	Date Approved:	/ /	9/7/12

Name: Josue Cadiel Lorenzo

Address: 2400 Trey Leal Ave Mission, Tx 78574 78574

Phone: (956) 250-0070

Water Supplier: North Alamo Water Supply Co.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Minnesota Meadows #2 Lot # 20,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-24-95)

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 9-7-12)

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 9-7-12);

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 9-7-1)

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
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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: 4-11425

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: Josue Cardiel Lorenzo

Address: 2404 Trey Hall Ave
Mission, Tx 78574

Phone: (956) 250-0070

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

Minnesota Meadows #2 Lot #20

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

✓ Josue Cardiel Lorenzo — 9/7/2012
Requesting Party (Signature) — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

09/12/12 — **Date**

County Official

COPY

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: March 21, 2012

Grantor: Jack McClelland
Grantor's Mailing Address:
2614 Freddy Gonzalez
Edinburg, Texas 78539

Grantee: Josue Lorenzo Cardiel

Grantee's Mailing Address (including county):
2404 Trey Leal Ave.
Mission, Texas 78574
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Two Thousand Four Hundred Dollars and No Cents ($32,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 20, Minnesota Meadows Unit #2 Subdivision, as shown by the map or plat thereof recorded in Volume 30, Page 137, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

Visible and apparent easements on or across the subject property;

Rights of parties in possession;

Easements, rights-of-way, and prescriptive rights, whether of record or not;
All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;

Rights of adjoining owners in any walls and fences situated on a common boundary;

Any discrepancies, conflicts, or shortages an area or boundary lines;

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.

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 30th day of March, 2012, by Jack McClelland.

Notary Public, State of Texas

CINDY A RAMOS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 3-4-2013

AFTER RECORDING RETURN TO:

Jack McClelland
2614 Freddy Gonzalez
Edinburg, Texas 78539

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

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11625
Jun. 19, 2012

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

M4661-02-000-0020-00

[1] OWNER: CARDIEL, JOSE LORENZO

2404 TREY LEAL
MISSION, TX. 78574
Telephone No. 227-9455

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,000 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
MINNESOTA MEADOWS UT 2 LOT 20

LOCATION: 0 MINNESOTA & C. CHAVEZ

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $32,400

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 30' SIDE'S 7' REAR 40' 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: 4-11766
08-21-12

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:		Existing
	Date Approved:	/ /	9 / 5 / 12

Name: Juan C. Santillana

Address: 822 Brecha St.
San Juan Tx

Phone: 783-8213

Water Supplier: North Alamo Tx

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

Account/ESI No.: 115307004

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Seminole Valley #4 Lot# 04

on Sept. 5, 2012, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 08/09/05);

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 Neyra Tejeda);

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 Maria Cortez);

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 Maria Cortez);

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

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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956-318-2844

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956-968-4734
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-117606
08-21-12

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

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

PARTY MAKING REQUEST:

Name: Juan C. Santillana

Address: Seminole 4" Valley
1459 Seminole Dr. Mcallen Tx 78504

Phone: (956) 783-8213

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

Seminole Valley #4 Lot #84

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Juan C Santillana
Requesting Party (Signature)

9/5/12
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:

09/12/12
Date

County Official

GF # 75817-C.klt

1908941

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: June 24, 2008

Grantor: JESUS A. CAVAZOS and wife, JESSICA J. CAVAZOS

Grantor's Mailing Address: [include county]
1007 San Ramon St.
San Juan, Texas 78589
Hidalgo County

Grantee: MARIA SANTILLANA and husband, JUAN C. SANTILLANA

Grantee's Mailing Address: [include county]
822 Brecha Street
San Juan, Texas 78589
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and a note of even date executed by Grantee and payable to the order of NAFT FEDERAL CREDIT UNION in the principal amount of TWENTY-FOUR THOUSAND THREE HUNDRED AND NO/100THS DOLLARS ($24,300.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of NAFT FEDERAL CREDIT UNION and by a first-lien deed of trust of even date from Grantee to MARK FREELAND, Trustee.

Property (including any improvements):
Lot Four (4), Seminole Valley #4 Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 48, Pages 146-148, Map Records, Hidalgo County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:
1. Restrictions recorded as Clerk' s File No. 1514643 and 1545544, Official Records and Volume 48, Pages 146-148, Map Records, Hidalgo County, Texas.
2. Taxes for the year 2008 and subsequent years.
3. All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instruments dated February 8, 1978, recorded in Volume 1564, Page 130, Deed Records and dated April 22, 2004, recorded under Clerk' s File No. 1332963, Official Records, Hidalgo County, Texas.
4. Oil, Gas, and Mineral Leases dated December 26, 1963, recorded in Volume 284, Page 601, dated December 26, 1963, recorded in Volume 284, Page 603, dated June 25, 1964, recorded in Volume 288, Page 620, dated June 26, 1976, recorded in Volume 362,

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of June, 2008, by JESUS A. CAVAZOS.

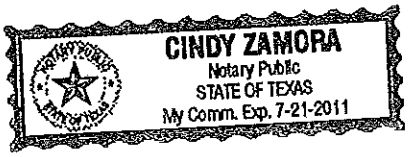


Cindy Zamora
Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of June, 2008, by JESSICA J. CAVAZOS.



Cindy Zamora
Notary Public, State of Texas

PREPARED BY:
The Law Offices of Mark Freeland
806 Pecan / P.O. Box 2586
McAllen, Texas 78502

AFTER RECORDING RETURN TO:
The Law Offices of Mark Freeland
806 Pecan / P.O. Box 2586
McAllen, Texas 78502

File/GF Number: F #2353-121 / GF #756817

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11766
Aug. 21, 2012

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

S2440-04-000-0004-00

[1] OWNER: SANTILLANA, MARIA & JUAN C.

822 BRECHA ST.
SAN JUAN, TX. 78589
Telephone No. 566-4498

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,658 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINOLE VALLEY #4 LOT 4

LOCATION: 0 MINNESOTA & C. CHAVEZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $95,000

[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 55' FINISH FLOOR OF ELEV.
18" TOP OF CURB

Prepared by — Date 8-21-12

Approved by — Date 7-27-12

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 04/25C
Panel No. /Suffix: ____ Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING 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: 4-11635

06/21/2012

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:	TEMP	
Date Approved:	7/12/12	/ /

Name: Christopher D. Curl

Address: 4509 N. 11th St
McAllen, Texas 78504
Hidalgo County, Tx

Phone: (956)-607-2789

Water Supplier: ~~~

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

Account/ESI No.: # 12242/002

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Ravenswood Ph I Lot # 06.

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 Dec-14-93);

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 Raul O. 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 Raul O. Castillo);

Raul O. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-11635

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: Christopher D. Curl

Address: 4509 N. 11th St.
McAllen TX 78504

Phone: (956)-607-2789

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

Rowenwood PH I Lot #106

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X [signature] 9/12/2012
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

09/12/12
Date

[signature]
County Official

CHARGE TO: EDWARDS ABSTRACT
AND TITLE CO. GF# 174709 MML

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

2300678

Date: April 5, 2012

Grantor: ARABELLA AVILA, a single person

Grantor's Mailing Address (including county): P. O. Box 5814
McAllen, Texas 78502-5814
Hidalgo County, Texas

Grantee: CHRISTOPHER D. CURL and wife, VANESSA D. CURL

Grantee's Mailing Address (including county): 4509 N. 11th Street
McAllen, Texas 78504
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of LONE STAR NATIONAL BANK in the principal amount of FOUR HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100THS DOLLARS ($465,375.00), of which the sum of $96,500.00 represents a portion of the purchase price of the within described property. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to A. JABIER RODRIGUEZ, Trustee.

Property (including any improvements):

Lot Six (6), RAVENSWOOD SUBDIVISION PHASE I, an addition to the City of McAllen, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 33, Page 29, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in DOCUMENT NO. 660662 AND AMENDED IN DOCUMENT NOS. 752958 AND 828043, OFFICIAL RECORDS AND VOLUME 33, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated April 30, 1985, recorded in Volume 2146, Page 300 and dated March 27, 2001, recorded under Clerk's File No. 962413, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Leases dated September 4, 1963, recorded in Volume 280, Page 110 and dated February 2, 1955, recorded in Volume 168, Page 145, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Conveyance of Water Rights from TEXAS PLANTATIONS DEVELOPMENT to CITY OF McALLEN, in instrument dated July 3, 1997, recorded on September 2, 1997, under Document No. 620398, Official Records, Hidalgo County, Texas.

Water Service Agreement dated October 24, 1996, between SHARYLAND WATER SUPPLY CORPORATION and DANIEL SERENI, recorded on March 25, 1998, under Document No. 664675, Official Records, Hidalgo County, Texas.

Grant Easement dated June 11, 2002, recorded on June 18, 2002, under Clerk's File No. 1093080, Official Records, Hidalgo County, Texas.

Rights in favor of RAVENSWOOD PROPERTY OWNERS ASSOCIATION, INC., A TEXAS NON-PROFIT CORPORATION to secure payment of assessments for maintenance of common areas as set forth in instrument dated March 3, 1998, recorded on March 10, 1998, under Document No. 660662 and amended in Document Nos. 752958 and 828043, Official Records, Hidalgo County, Texas.

Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 1.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Easements, or claims of easements, which are not recorded in the public records.

Taxes for the year 2012 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and 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 forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

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

LONE STAR NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the sum of $ $96,500.00, being a part of the above described FOUR HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED

SEVENTY-FIVE AND NO/100THS DOLLARS ($465,375.00) note. The first and superior vendor's lien against and the superior title to the Property are retained for the benefit of LONE STAR NATIONAL BANK and are transferred to LONE STAR NATIONAL BANK, without recourse against Grantor.

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

ARABELLA AVILA

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 19th of April, 2012, by ARABELLA AVILA.

MARILYN DELUNA
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-27-2013

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
CHRISTOPHER D. CURL and wife, VANESSA D. CURL
4509 N. 11th Street
McAllen, Texas 78504

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 774709; MDL:bc

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11635
Jun. 21, 2012

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

R1321-01-000-0006-00

[1] OWNER: CURL, CHRISTOPHER D. & VANESSA D.
4509 N. 11 TH
MCALLEN, TX. 78504
Telephone No. 607-2789

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 7,000 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RAVENSWOOD PH 1 LOT 6

LOCATION: 0 DEPOT & 107

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' REAR 25'
N.SIDE 10' S. SIDE 10' CORNER SIDE 10'.

Prepared by — Date: 06/21/12

Approved by: Rodolfo Rios — Date: 06/20/12

Signature of Owner or Applicant — Date: 6-21-12

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 DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Fibian Lopez Truman	4-11752
	COMM. COURT: September 18, 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
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956-968-4734
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: 4-11752
08-15-12

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

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		49197
Date Approved:	/ /	9 / 6 / 12

Upon the application of:

Name: Fibian Truman

Address: ~~1516~~ 11 Los Veteranos Dr
Edinbury TX 785

Phone: (956) 292-4367

Water Supplier: ~~NA~~ City of Edinburg

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

Account/ESI No.: 10032789453066605

[ ] Temporary Pole [X] Permanent Service

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

Seminary Heights Lot ~~11~~ 10

A 1.00 Acre tract of land being the South 1.00 Acre tract out of the west 2.00 Acres of

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

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

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

-OR-

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 4-11752

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

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

Fibian Truman ,

Known to me [*or* proved to me in the oath of 1646316 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

Seminary Heights, Lot ~~#20~~ 11 ."
A 1.00 Acre tract of land being the South 1.00 Acre tract out of the West 2.00 Acres of Lot

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

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

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

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

-OR-

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

F. T. (Signature)

SUBSCRIBED AND SWORN TO before me on Sept. 06, 2012, to certify which, witnesses my hand and seal of office.

ROBERTO SERNA
Notary Public, State of Texas
My Commission Expires
NOVEMBER 8, 2014

Roberto Serna
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

X

Warranty Deed with Vendor's Lien

Date: July 16, 2012

Grantor: A-Stat Ambulance, Inc., a Texas corporation by and through all of its shareholders, Guadalupe Garces, Jr., acting by Daniel Garces, attorney-in-fact; and Araceli Garces, acting by Daniel Garces, attorney-in-fact

Grantor's Mailing Address:

Guadalupe Garces, Jr.
802 Boardwalk
Edinburg, Texas 78539
Hidalgo County

Araceli Garces
802 Boardwalk
Edinburg, Texas 78539
Hidalgo County

Grantee: Fibian Lopez Truman, a single person

Grantee's Mailing Address:

Fibian Lopez Truman, a single person
2215 Diplomat Dr.
Edinburg, Texas 78542
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Antonio Villeda, trustee.

Property (including any improvements):

A 1.00 acre tract of land being the south 1.00 acre tract out of the west 2.00 acres of Lot Eleven (11), Seminary Heights Subdivision, according to the map recorded in Volume 9, Page 23, Map Records, Hidalgo County, Texas, and according to Warranty Deed recorded under Document number 948763, Official Records, Hidalgo County, Texas, and

being more particularly described by metes and bounds as follows:

Beginning at a point in the centerline of Seminary Road, for the southwest corner of this tract and the southwest corner of Lot 11,

THENCE; N 08 degrees 39 minutes E, along the West line of Lot 11 and the centerline of Seminary Road, a distance of 150.00 feet to a point for the northwest corner of this tract.

THENCE; S 81 degrees 21 minutes E, along the centerline of a 30.00 foot R.O.W. Road, passing a 20.00 feet existing East R.O.W. line of Seminary Road, passing at 25.00 feet the proposed R.O.W. line of Seminary Road, a total distance of 290.40 feet to a point for the northeast corner of this tract;

THENCE; S 08 degrees 39 minutes W, passing a 1/2" iron rod found at 15.00 feet for the south R.O.W. line of an existing 30.00 foot R.O.W. Road, a total distance of 150.00 feet to a 1/2" iron rod found for the southeast corner of this tract;

THENCE; N 81 degrees 21 minutes W, along the south line of Lot 11, passing a 1/2" iron rod found at 265.40 feet for the proposed R.O.W. line of Seminary Road, passing a 1/2" iron rod found at 270.40 feet for the existing east R.O.W. line of Seminary Road, a total distance of 290.40 feet to the point of beginning and containing a 1.00 acre of land more or less.

SAID PROPERTY FUTHER DESRIBED AS LOTS 19 AND 20, RESUBDIVISION OF LOT 11, SEMINARY HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2012, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the 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.

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

THIS INSTRUMENT WAS PREPARED BASED ON INFORMATION FURNISHED BY THE PARTIES, AND NO INDEPENDENT TITLE SEARCH HAS BEEN MADE.

THE PREPARER OF THIS DOCUMENT REPRESENTED THE GRANTOR AND NOT THE GRANTEE.

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

A-Stat Ambulance, Inc., a Texas corporation, by and through all of its shareholders

Guadalupe Garces, Jr.

By: _____
Daniel Garces, attorney-in-fact

Araceli Garces

By: _____
Daniel Garces, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on July 19, 2012, by Daniel Garces as attorney-in-fact on behalf of Guadalupe Garces, Jr.

CINDY CURRY
Notary Public, State of Texas
My Commission Expires
June 05, 2016

Notary Public, State of Texas
My commission expires: 6-5-16

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on July 19, 2012, by Daniel Garces as attorney-in-fact on behalf of Araceli Garces.

CINDY CURRY
Notary Public, State of Texas
My Commission Expires
June 05, 2016

Notary Public, State of Texas
My commission expires: 6-5-16

PREPARED IN THE OFFICE OF:

ANTONIO VILLEDA
5414 North 10th Street
McAllen, Texas 78504

AFTER RECORDING RETURN TO:

Fibian Lopez Truman
2215 Diplomat Dr.
Edinburg, Texas 78542

D. F.

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11752
Aug. 15, 2012

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

Lot #20

S2400-00-000-0011-19

[1] OWNER: TRUMAN, FIBIAN LOPEZ

2215 DIPLOMAT DR.
EDINBURG, TX. 78542
Telephone No. 292-4367

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 800 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINARY HEIGHTS LOTS 19 & 20-
S LOT 11 10 AC TR

LOCATION: 0 M. CRISTO & SEMINARY

[8] SEWAGE: PUBLI

[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 AS PER COUNTY STATE
CITY FEMA & SETBACKS.FRONT 25' SIDE 6' REAR 15' .
18" ABOVE NATURAL GROUND.LOT #20

Prepared by — Date: 08/15/12

Approved by — Date: 08/13/12

Signature of Owner or Applicant — Date: 8-15-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: ____ YES ____NO ____ BFE

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

[NOTICE]

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

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

AI-34145 **5. A.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

City of Alton:
1. La Homa S/D No. 1,2, & 3: Installation of 8" PVC sanitary sewer line w/ service connections along the following roads:
a) Toronja Drive 1,712 LF, 5' from West right-of-way line; b) Limon Drive 66 LF; 5' from North right-of-way line;
c) Lima Lane 727 LF; 5' from East right-of-way line; d) Naranja Drive 739 LF; 5' from South right-of-way line, 258 LF; 5' South right-of-way line, and 1,094 LF; 5' from West right-of-way line.
2. La Homa Grove No. 4 S//D: Installation of approximately 1,210 LF of 8" PVC sanitary sewer line w/ service connections along Valencia Drive; 5' from north right-of-way line.
3. Installation of approximately 372 LF of 8" PVC sanitary sewer line w/ service connections along Naval Drive; 5' from east right-of-way line.
4. Barney Groves S/D: Installation of approximately 545 LF of 8" PVC sanitary sewer line w/ service connections along Barney Grove Drive; 5' from south right-of-way line.
5. Regina Terrace S/D: Installatin of approximately 1,153 LF of 8" PVC sanitary sewer line w/ service connections along Regina Drive; 5' from south right-of way line.
6. Diamond L S/D: Installation of approximately 1,235 LF of 8" PVC sanitary sewer line w/ service connections along Justine Street; 5' from west right-of-way line.
7. Installation of approximately 1,250 LF of 8" PVC sanitary sewer line w/service connections South from Main Ave. (FM 676) to North of an existing drainage ditch;15' from the west right-of-way line of Moorefield Road.
8. Installation of approximately 5,600 LF of 15" PVC sanitary sewer line North from Main Ave. (FM 676) to Maxine Drive; 5' from the west right-of-way line of Moorefield Road.
9. Installation of approximately 880 LF of 8" PVC sanitary sewer line w/ service connections South from Main Ave. (FM 676) 5' from the west right-of-way line of Field Drive.
10. Installation of approximately 1,020 LF of 8" PVC sanitary sewer line w/service connections South from Main Ave(FM 676) 5' from the west right-of-way line of Schuerbach Road.
11. Installation of 8" PVC Sanitary sewer line w/ service connections along the following roads: Valencia Avenue 960 LF; 5' from north right- of -way line and Delissa Drive 525 LF; 5' from west right-of-way line.
12. Installation of approximately 445 LF of 8" PVC sanitary sewer line w/service connections East from La Homa Road (SH 364) 5' from the North right-of-way line of Five Mile Circle.
13. Kenwood Estates No. 1,2 &4: Installation of 8" PVC sanitary sewer line w/service connections along the following roads: Sofia Drive, Irma St., Blanca Drive, Maxine Drive, Melissa Circle, Chiquita Circle, Blanca North Drive, St. Jude Ave., Margaret St., John St., Woodrow St. and Ken Street.
14. Installation of 10" PVC sanitary sewer line on Margaret Ave. 913 LF;5' from west right-of-way line
15. Installation of 15" PVC sanitary sewer line on St. Jude Ave. 1,616 LF; 5' from south right-of-way line and Margaret Ave. 697 LF; 5' from west right-of-way line.

Texas Gas Service:

1. TGS is in the process of doing maintenance on the pipe line located along Tower Road, south of Pharr, as part of federal regulations. The line will be exposed at several locations from Las Milpas Road to Juan Balli Road. We will also be exposing the line at the intersection of Juan Balli Road and Tower Road. At this intersection a temporary riser will be placed in order to conduct a hydro test. Once the project is complete the back fill will be done in accordance to your Standards.

BACKGROUND

Attachments

cityofalton/texasgasserv

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 02:19 PM
Olga Garza	Olga Garza	09/14/2012 04:07 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Rebecca Gomez Started On: 09/11/2012 08:34 AM

Final Approval Date: 09/14/2012

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 18th day of September, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

City of Alton 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 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:

- La Homa S/D No. 1,2, & 3: installation of 8" PVC sanitary line w/service connections along the following roads
- a) Toronja Drive 1,712 LF; 5' from West right-of-way line b) Limon Drive 66 LF; 5' from North right-of-way line
- c) Lima Lane 727 LF; 5' from East right-of-way line d) Naranja Drive 739 LF; 5' from South right-of-way line; 258 LF; 5' from South right-of-way line and 1,094 LF; 5' from West right-of-way line

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" PVC 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.

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- La Homa Grove No. 4 S/D: Installation of approximately 1,210 LF of 8" PVC sanitary sewer line w/service connections along Valencia Drive; 5' from north right-of-way line.
- Installation of approximately 372 LF of 8" PVC sanitary sewer line w/service connections along Naval Drive; 5' from east right-of-way line.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" PVC 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.

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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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- Barney Groves S/D: Installation of approximately 545 LF of 8" PVC sanitary sewer line w/service connections along Barney Grove Drive; 5' from south right-of-way line.
- Regina Terrace S/D: Installation of approximately 1,153 LF of 8" PVC sanitary sewer line w/service connections along Regina Drive; 5' from south right-of-way line.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" PVC 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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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.

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- Diamond L S/D: Installation of approximately 1,235 LF of 8" PVC sanitary sewer line w/ service connections along Justine Street; 5' from west right-of-way line.
- Installation of approximately 1,250 LF of 8" PVC sanitary sewer line w/service connections South from Main Ave. (FM 676) to North of an existing drainage ditch; 15' from the west right-of-way line of Moorefield Rd.
- Installation of approx. 5,600 LF of 15" PVC sanitary sewer line North from Main Ave. (FM676) to Maxine Drive.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" PVC 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.

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- Installation of approximately 880 LF of 8" PVC sanitary sewer line w/service connections South from Main Ave. (FM 676) 5' from the west right-of-way line of Field Drive.
- Schuerbach Acres No.2 S/D: Installation of approximately 1.020 LF of 8" PVC sanitary sewer line w/service connections South from Main Ave. (FM 676) 5' from the west right-of-way line of Schuerbach Road.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" PVC 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.

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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.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 18th day of September, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

City of Alton 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 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:

- Basham S/D No.4: Installation of 8" PVC sanitary sewer line w/service connections along the following roads: Valencia Ave. 960 LF; 5' from north right-of-way line and Delissa Drive 525 LF; 5' from west right-of-way line
- Five Mile Heights S/D: Installation of approximately 445 LF of 8" PVC sanitary sewer line w/service connections East from La Homa Road (SH 364) 5' from North right-of-way line of Five Mile Circle.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" PVC sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 18th day of September, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

City of Alton hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8,10,& 15 inch water/ gas/ sewer/ irrigation line; said line to be constructed of 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:

- Kenwood Estates No. 1,2 & 4: Installation of 8" PVC sanitary line w/service connections along the following roads: Sofia Drive 1,115 LF; 5' from north right-of-way ; Irma St. 235 LF;5' from east right-of-way line; Blanca Drive 420 LF; 5' from east right-of-way; Maxine Drive 846 LF; 5' from north right-of-way; Melissa Circle 500 LF; 5' from west right-of-way line; Chiquita Circle 235 LF; 5' from west right-of-way line; Blanca North Dr. 493 LF; 5' from east right-of-way line; St. Jude Ave. 976 LF; 5' from south right-of-way line; Margaret St. 440 LF; 5' from west right-of-way line; John St. 858 LF; 5' from north right-of-way line; Woodrow St. 976 LF; 5' from south right-of-way line; Ken St 1000 LF; 5' from north right-of-way line;

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8",10" &15" PVC sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 18th day of September, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

City of Alton hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8,10&15 inch water/ gas/ sewer/ irrigation line; said line to be constructed of 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:

- Installation of 10" PVC sanitary sewer line w/service connections along the following roads: Margaret Avenue 913 LF; 5' from west right-of-way line
- Installation of 15" PVC sanitary sewer line w/service connections along the following roads: St Jude Avenue 1,616 LF; 5' from south right-of-way line and Margaret Avenue 697 LF; 5' from west right-of-way line.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8",10",&15" PVC sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 18th day of September, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO: Texas Gas Service, A Division of ONEOK hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 4 inch water/ gas/ sewer/ irrigation line; said line to be constructed of 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. TGS is in the process of doing maintenance on the pipe line located along Tower Road, south of Pharr, as part of federal regulations. The line will be exposed at several locations from Las Milpas Road to Juan Balli Road. We will be exposing the line at the intersection of Juan Balli Road and Tower Road. At this intersection a temporary riser will be placed in order to conduct a hydro test. Once the project is complete the back fill will be done in accordance to your Standards.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 4" Gas line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-34132 **6. A.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan Hardship Withdrawal Requests for Employees #043796 & 122335

BACKGROUND

Attachments

forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/10/2012 02:10 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Monica Badillo Started On: 09/10/2012 10:55 AM

Final Approval Date: 09/14/2012

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 K — Endorse #122335

Participant Name [redacted]

Address [redacted]

Social Security No. [redacted]

SECTION I – Hardsh
I understand that this wi[redacted] the withdrawal is neces[redacted] distributions, other than [redacted] me under the Plan, as [redacted] taxable as ordinary inc[redacted] receive it. In addition, a 10% penalty will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deducible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
(X) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 4,500 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? No If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [signature] Date 9-10-2007

SECTION II – Authorized Plan Representative
As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure:
- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

X-47765

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employer # 04379

Participant Name [redacted]

Address 81 [redacted] A

Social Security [redacted] Daytime Ph [redacted] 7

SECTION I – Ha

I understand that th [redacted] ue to financia [redacted] ount of the withdrawal is n [redacted] heavy financ [redacted] ned all distributions, other [redacted] dship, and al [redacted] able to me under the Plan [redacted] by the Comp [redacted] will be taxable as ordinary [redacted] I receive it. [redacted] apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
(✓) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 3500.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? NO If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [redacted] Date 9/10/12

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

AI-34071 **7. A.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Discussion, consideration and approval to process the City of Hidalgo 2011 TIRZ payment in the amount of $162,005.43 pursuant to the interlocal agreement between the City of Hidalgo, Hidalgo County, and Tax Increment Reinvestment Zone.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-311-11-000-000-0-000

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

BUDGETARY IMPACT:

In relation to economic development agreement, payment request for City of Hidalgo for tax year 2011 will be paid from "Gen. Fund-Current Taxes-Real Property" revenue acct; hence this will reduce current taxes revenues.

Attachments

tirz

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 10:27 AM
Erika Zamora	Erika Zamora	09/07/2012 04:34 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Maria Medina Started On: 09/05/2012 03:18 PM

Final Approval Date: 09/14/2012

THE STATE OF TEXAS §
§ CITY OF HIDALGO
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT

I. PARTIES

A. Address

1. THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the **CITY OF HIDALGO, TEXAS** (hereafter referred to as "CITY"), a Texas General Law City, acting through its City Manager pursuant to Ordinance #2006-07, passed and approved by the City Council on December 30 2006, **HIDALGO COUNTY,** a political subdivision of the State of Texas, and **REINVESTMENT ZONE NUMBER ONE, CITY OF HIDALGO, TEXAS,** a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code, (hereafter referred to as the "ZONE", as hereafter defined). Collectively, the CITY, HIDALGO COUNTY, and ZONE may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of CITY and HIDALGO COUNTY in the Project set forth in the attached project plan (the "Project").

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the CITY at least ten (10) days prior written notice.

CITY

Joe Vera III
City Manager
City of Hidalgo
704 E. Texano Drive
Hidalgo, Texas 78557

COUNTY

J. D. Salinas
County Judge
County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78540

With Copy to:

ZONE BOARD

John David Franz
Chairman
Reinvestment Zone Number One,
City of Hidalgo, Texas
704 E. Texano Drive
Hidalgo, Texas 78557

B. Index

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the CITY, HIDALGO COUNTY, and ZONE BOARD hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

Section	Description	Page
I.	Parties	1
II.	Definitions	3
III.	Background	5
IV.	Rights and Obligations of HIDALGO COUNTY, CITY and ZONE	5
V.	Term and Termination	10
VI.	Miscellaneous	11
Exhibit "A"	Project Plan	
Exhibit "B"	City of Hidalgo Ordinance	

C. Parts Incorporated

All of the above described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The Administrative Costs for all Participating Taxing Entities are estimated to be $1,000 annually ($25,000) over the life of the zone.

2. "Agreement" means this interlocal Agreement.

3. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2006, the base year of the ZONE.

4. "CITY" is defined in Article I of this Agreement and includes its successors and assigns.

5. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, all taxing units participating in the ZONE.

6. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code (as said Code may be amended from time to time), which are included in the Project Plan for the Project. The Project Costs include public infrastructure improvements and related

capital costs including Expansion of the existing sewer collection and treatment facilities to support new development, expansion of the water treatment and distribution system, new public safety initiatives, drainage needs that hinder both redevelopment initiatives and new development. provide funds for the redevelopment of the land surrounding the Historic Pump Station, provide funds for Historic Preservation, affordable housing and funds to support economic development; acquisition of property and educational initiatives.

7. "Project Plan" means the Final Project and Reinvestment Zone Financing Plan for the ZONE as adopted by the Board of Directors of the Zone on July 12, 2007 and approved by the City Council of the CITY on Aug. 14, 07 and attached hereto as Exhibit "A".

8. "Tax Increment" means the total amount of ad valorem taxes levied and collected each year by a Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term means the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

9. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2006 the year in which the ZONE was designated.

10. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number One, City of Hidalgo, Texas Tax Increment Fund".

11. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity agrees to deposit annually or semiannually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

12. "ZONE" means Reinvestment Zone Number One, City of Hidalgo, Texas, created by the CITY over the Zone Area on December 30, 2006 by Ordinance #2006-07, a description of which is contained in Exhibit "A", attached hereto.

13. "ZONE BOARD" means the Board of Directors of the ZONE.

III. BACKGROUND

A Resolution passed and approved by City Council of CITY on October 10, 2006, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization activities for the ZONE, commonly known as the Hidalgo City Project, pursuant to Chapter 311, Texas Tax Code. On December 30 2006, the City Council of CITY passed and approved Ordinance # 2006-07 which created the ZONE. The ZONE will provide funding for public improvements within the ZONE. The ZONE is projected to terminate on September 1, 2031, unless earlier termination occurs under this Agreement (the "term of the ZONE").

IV. RIGHTS AND OBLIGATIONS OF HIDALGO COUNTY, THE CITY AND THE ZONE

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, HIDALGO COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its respective Tax Increments from the County Maintenance and Operations portion of the ad valorum tax collected each year during the term of this Agreement, beginning with the 2006 tax year. The maximum amount of the tax increment deposited into the Tax Increment Fund by HIDALGO COUNTY shall not exceed the lesser of the actual amount of such taxes collected by HIDALGO COUNTY in any year during the term of this Agreement and the tax for such year calculated at a tax rate of $0.5200 per $100 of valuation on the Captured Appraised Value. If the County Maintenance and Operation tax rate is less than $0.5200 per $100 valuation on Captured Appraised Valued during any year in such period, then the maximum tax increment paid by HIDALGO COUNTY into the Tax Increment Fund for such year shall not exceed the total amount of taxes collected by HIDALGO COUNTY at the actual tax rate during the year

HIDALGO COUNTY's tax rate is less than $0.5200 per $100 of valuation.. Taxes collected during such period by result of a County Maintenance and Operation tax levy at a tax rate greater than $0.5200 per $100 of valuation on the Captured Appraised Value shall be retained by the County.

2. The Parties hereto agree that HIDALGO COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs consisting of public infrastructure improvements to support the development and revitalization efforts in the ZONE, including related Project Costs. HIDALGO COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein, or when it has made contributions, as specified in the Project Plan, attributable to all periods through the end of HIDALGO COUNTY's fiscal year 2031 (ending on December, 2031), whichever occurs first.

B. Tax Increment Payment

1. HIDALGO COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in paragraph IV (A) (1) of this Agreement, shall accrue as HIDALGO COUNTY collects its Tax Increment. The Parties hereto agree that all real property taxes collected each year by HIDALGO COUNTY that are attributable to real property in the ZONE, shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, shall then constitute the Tax Increment. HIDALGO COUNTY agrees to contribute its Tax Increment Payments to the Tax Increment Fund annually on May 1 {or the first business day thereafter) of each tax year commencing May 1, 2008. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received, but which have not been previously deposited, during the annual period preceding each deposit date. The Parties agree that HIDALGO COUNTY's obligation to deposit Tax Increment Payments after December 31, 2031 shall only be for taxes collected and received after such date that are attributable to the time period during which HIDALGO COUNTY agreed to participate.

2. Any delinquent deposit of a Tax Increment Payment under this Agreement by HIDALGO COUNTY shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision). The Parties expressly agree that HIDALGO COUNTY shall not owe any penalty or interest on Tax Increments that have been levied, but not received by HIDALGO COUNTY. In addition, HIDALGO COUNTY shall not be obligated to contribute its Tax Increment Payment from any non-Tax Increment revenue sources.

3. The CITY or ZONE BOARD agrees to comply with the Project Plan. The CITY agrees to provide prior written notice to HIDALGO COUNTY of a proposed material change (by which is meant any change that would constitute a substantial change to the scope of the work or substantial increase in the costs incurred) to the Project Plan. CITY shall have the right to amend and modify the Project Plan without providing prior written notice to HIDALGO COUNTY so long as such amendment or modification does not constitute a material change. HIDALGO COUNTY shall have a period of 30 business days from the date of receipt of such notice of a material change to provide comment(s) and objection(s) to the proposed change. The absence of written objections or comments by HIDALGO COUNTY to the CITY will constitute approval of the proposed material change by HIDALGO COUNTY. If HIDALGO COUNTY provides written notice to the CITY that it objects to the proposed material change, and the objection, as set out in the notice, is not resolved within 45 business days from the date of such notice and the CITY approves such material change, then HIDALGO COUNTY may thereafter discontinue its Tax Increment Payments and terminate its participation in the ZONE.

4. If the CITY materially breaches this Agreement, then HIDALGO COUNTY may provide written notice to the CITY and ZONE Board stating its intent to terminate its participation in the ZONE and detailing its objection(s) or concern(s). If the objections and/or concerns as set out in the notice are not resolved within 120 business days from the date of such notice, then HIDALGO COUNTY may discontinue its Tax Increment Payments and terminate its participation in the ZONE.

5. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, HIDALGO COUNTY shall not have any obligation or

responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any debt.

6. Notwithstanding anything herein to the contrary, the CITY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed; Eight Million, Eleven Thousand, One Hundred and Ninety Five ($8,011,195) in the aggregate. Notwithstanding anything herein to the contrary, HIDALGO COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed; Thirteen Million, Four Hundred Fifty Thousand and Seven Hundred Fifty Three ($13,450,753.00) in the aggregate.

7. One month prior to a payment required under paragraph IV(B) of this Agreement, CITY shall provide to HIDALGO COUNTY an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the annual meeting.

8. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by HIDALGO COUNTY, the Hidalgo Tax Assessor Collector will make the final determination as to the amount of any Tax Increment owed by HIDALGO COUNTY under this Agreement. The annual Captured Appraised Value for the property contained within the Zone shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the property contained within the ZONE.

C. Management of the ZONE

1. The CITY is the only Participating Taxing Entity with any responsibility for managing or administering the Project. HIDALGO COUNTY may inspect the Project site and review

Project plans and drawings at times and intervals, which will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of five (5) members, as provided under Section 311.009(a) of the Texas Tax Code. The member of the Texas Senate and the member of the Texas House of Representatives in whose district the ZONE is located are members of the BOARD or each may be represented by a designee who serves at their discretion. CITY may appoint the remaining ZONE BOARD members; however, HIDALGO COUNTY shall have the right to appoint one individual to the ZONE BOARD as provided by statute.

D. Expansion of the ZONE

The obligation of HIDALGO COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "A" attached hereto. HIDALGO COUNTY'S participation shall not extend to the Tax Increment on any additional property added to the ZONE by the CITY unless HIDALGO COUNTY approves in writing such participation.

E. Tax Increment Participation by the City

1. Subject to the limitations set out in this Agreement, the City agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its respective Tax Increments each year during the term of this Agreement, beginning with the 2006 tax year.

2. CITY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein, or when it has made contributions, as specified in the Project Plan, attributable to all periods through the end of the CITY's fiscal year 2031, whichever occurs first.

F. Tax Increment Payment

1. CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in this Agreement, shall accrue as CITY collects its Tax Increment. The Parties hereto agree that all real property taxes collected each year by CITY that are attributable to real property in the ZONE, shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, shall then constitute the Tax Increment. CITY agrees to contribute its Tax Increment Payments to the Tax Increment Fund annually on March 1 {or the first business day thereafter) of each tax year commencing March 1, 2008. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received, but which have not been previously deposited, during the annual period preceding each deposit date.

2. Any delinquent deposit of a Tax Increment Payment under this Agreement by the CITY shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision). The Parties expressly agree that the CITY shall not owe any penalty or interest on Tax Increments that have been levied, but not received by the CITY. In addition, the CITY shall not be obligated to contribute its Tax Increment Payment from any non-Tax Increment revenue sources.

V. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2031, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, HIDALGO COUNTY agrees to participate under this Agreement, beginning with the 2006 tax year and ending in accordance with the terms provided herein. The Parties agree and understand that HIDALGO COUNTY's Tax Increment Payments will not be made after December 31, 2031 as set out in paragraph IV. A. 2, of this Agreement.

B. Early Termination

Neither CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified herein.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro- rata basis in accordance with Section 311.014(d) of the Texas Tax Code.

VI. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the CITY are not, and shall never become general obligations or debt of HIDALGO COUNTY. The Project Costs incurred by the CITY shall be payable solely from the Tax Increment Fund in the manner and priority provided in this Agreement. There shall also be no recourse against any Participating Taxing Entity, public official, ZONE, or ZONE BOARD if all or part of the City's costs are not reimbursed. It is recognized by the ZONE BOARD that the Project Plan does not forecast sufficient tax revenues to reimburse the City for all its estimated contributions or costs.

B. Severability

1. In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term. covenant, or condition herein contained, provided that such invalidity does not materially prejudice any Party hereto in its respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

2. In the event any term, covenant, or condition shall be held invalid and said invalidity substantially impairs a material right of a Participating Taxing Entity or the ZONE BOARD, then this Agreement shall be void as to that Participating Taxing Entity and that Participating Taxing Entity shall have no further obligation to contribute any future Tax Increment Payments to the Tax Increment Fund. In such a situation, the Parties hereto agree that the Tax Increment Fund shall not refund any prior Tax Increment Payments under this provision of this Agreement.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Council of CITY and only the Commissioners Court of HIDALGO COUNTY have authority to approve a change or amendment to this Agreement on behalf of CITY or HIDALGO COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered the earlier of (i) when actually received or, (ii) on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

Except for the CITY'S right to assign and delegate this Agreement and the performance of obligations to the ZONE BOARD, no Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties and no Party shall delegate any portion of its performance under this Agreement without the written consent of the other Parties. All Parties to this Agreement understand and recognize that only the City Council of CITY and only the Commissioners COURT of HIDALGO COUNTY have authority to approve a delegation or assignment (of any kind) of this Agreement on behalf of CITY or HIDALGO COUNTY, respectively.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any elected official, or agent of a Party to this Agreement.

I. Project Plan

HIDALGO COUNTY acknowledges that it was permitted to review and comment upon the Project Plan before it was submitted to City Council for CITY approval. The Parties agree an amendment to the Project Plan shall not apply to HIDALGO COUNTY unless HIDALGO COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i)

has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by HIDALGO COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

J. No Waiver of Immunity

No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance or non-performance of the covenants contained herein.

K. Access to Financial Information

The ZONE BOARD agrees to conduct or to cause to be conducted, at a minimum, an annual audit, a copy of which will be provided to HIDALGO COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to HIDALGO COUNTY in accordance with Section 311.016, Texas Tax Code.

L. ZONE Designation

CITY represents that its designation of ZONE meets the criteria of Section 311.005(a), Texas Tax Code, and that said designation also complies with Texas Attorney General Opinion No. JC-0152 (December 8, 1999).



IN WITNESS HEREOF, the CITY OF HIDALGO; the COUNTY OF HIDALGO; AND REINVESTMENT ZONE NUMBER ONE, CITY OF HIDALGO, TEXAS have made and executed this Agreement in triplicate originals on this 14th day August of 2007.

CITY OF HIDALGO

City Manager

COUNTY OF HIDALGO

J.D. Salinas
County Judge

ATTEST/SEAL:

ATTEST/SEAL:

Arturo Guarjardo, Jr.
County Clerk

CITY OF HIDALGO
HIDALGO, TEXAS

Exhibit A
City of Hidalgo Tax Increment Reinvestment Zone # 1
Project Plan

FINAL PROJECT PLAN
AND FINANCING PLAN
FOR

Reinvestment Zone Number One

City of HIDALGO, Texas

Hidalgo Re-Development Program

JULY 12, 2007

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EXHIBITS

A. APPRAISAL DISTRICT CERTIFICATION

B. MAP OF ZONE

SECTION I – EXECUTIVE SUMMARY

Overview of Plan

The City of Hidalgo Tax Increment Reinvestment Zone ("TIRZ") Number One represents an important opportunity for the City of Hidalgo in partnership with Hidalgo County to promote and encourage construction of mixed use industrial, commercial, office warehouse, retail, food service, lodging facilities, historic preservation, and affordable single family housing facilities in areas of the City that have significant impediments to development.

As the city has matured, certain tracts of land have remained vacant due lack of available City infrastructure, drainage issues, and the availability of sewer and water capacity. The costs associated with the remediation of development and redevelopment issues are of a magnitude that without additional sources of funds the growth of the City will be significantly impaired.

The creation of the TIRZ will provide the following benefits:

1. Funding for necessary public improvements associated with this project.
2. Increase property ad valorem tax revenue with higher value commercial developments and homes on the existing low value vacant land.
3. Offer employment opportunities to Hidalgo and Hidalgo County residents.
4. Help increase the population of the area.
5. Provide a more efficient use of existing City and County services and infrastructure.

The proposed TIRZ circles the City of Hidalgo using a series of public right-of-ways to connect the various areas of the City the make up the TIRZ . Also included within the TIRZ boundaries are the public right of ways of Coma, Datil, Ebano, Tampico, Monterrey, Saltillo, Victoria, Torreon, Valle Alto, Las Villas, Oak Court, Las Palmas, Russell Court, Bridge, Texano, Gardenia, Levee, Conchita, Flora, Esperanza, Dalia, Camelia, Bougambilla, Azales, Old Military Road, Brazil, First, Second, Third, Fourth, Fifth, Sixth, Kitty, Tenth, Eleventh, Thirteenth, Patsy, Dr. Jose, Lupita, Tuiulipan, Ranch, El Mercado, Brady and Bouganville.

Development Goals and Objectives

The development goals and objectives, which are expected to meet the specific needs of the City of Hidalgo TIRZ District, are:

- Provide commercial and industrial opportunities for developers and companies seeking commercial building sites through the expansion of the water and sewer systems.
- Provide employment opportunities to service increasing population growth within the area.
- Improve tourist visits at the World Birding Center through rehabilitation of Historic Structures in the area and the removal of substandard housing adjacent to the Center replacing it with affordable housing at other sites throughout the City.

- Solve the long-range storm drainage problems that affect the City.
- Enhance the quality of life within the City and Southern Hidalgo County through Economic Development Incentives.
- Expand the use of the Arena through the expansion of the parking lots and the addition of additional storage space.
- Begin to address public safety issues through the construction of a new Public Safety Building
- Provide for funds for the reconstruction of City Streets that impede redevelopment or new development.

The City of Hidalgo TIRZ District Project Plan and Reinvestment Zone Financing Plan provides a long term program to increase business opportunities and population within the District, using tax increment financing to fund required public improvements. This long-term program is expected to attract additional commercial and residential development to include affordable housing.

Planned Private Development

The City of Hidalgo TIRZ Development Program includes;

		Number	Value	
Project:				
Phase 1	2006		17,500,000	Commercial Development
Phase 2	2007		15,000,000	Commercial Development
Phase 2a	2007	100	7,500,000	Single Family Homes
Phase 3	2008		12,500,000	Commercial Development
Phase 3a	2008	100	7,875,000	Single Family Homes
Phase 4	2009		12,500,000	Commercial Development
Phase 5	2010		10,000,000	Commercial Development
Phase 6	2011		10,000,000	Commercial Development
Phase 7	2012		7,500,000	Commercial Development
Phase 8	2013		5,000,000	Commercial Development
Phase 9	2014		5,000,000	Commercial Development
Total			$95,000,000	Commecial Development
		200	$15,375,000	Single Family Homes

The total private investment is expected to be in excess of $ 110,375,000

The projected values of future commercial development and single family home construction is based upon an analysis of the 2005 and 2006 building permits issued by the City of Hidalgo.

Consideration has also been given to visits to the City from third party developers looking at commercial sites and enquiring about the availability of sewer, water and the location of other utilities.

Public Improvements Project Plan

The public improvements enumerated in the Project Plan, with an estimated cost of $21,461,975, provide for the construction and expansion of the sewer and water treatment and distribution facilities, site improvements at the World Birding Center, the addressing of affordable housing issues that are impeding economic development, the remediation of the drainage issues that occur with all significant rainfalls, the need for additional public safety facilities, funding needed expansion of the parking and storage facilities at the Arena, funding of Historic preservation of Hidalgo Viejo, Courthouse Plaza and lighting for Bridges # 336 and 281, street reconstruction that is impeding economic development, improvements at the Border Training and Technology Center and the purchase of property for Economic Development Incentives. The public improvements planned for the City of Hidalgo TIRZ District are designed to fully meet the long-term needs to secure growth and investment in the City.

Financing Plan

The TIRZ Financing Plan provides for tax increment allowable expenses in the approximate amount of $21,461,975. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for the City of Hidalgo TIRZ District.

Conclusions

Based upon a set of conservative assumptions and analysis of the Project Plan and Reinvestment Zone Financing Plan, the City of Hidalgo has concluded that the Project Plan and Reinvestment Zone Financing Plan is feasible.

Section II – Project Plan

Background

On October 10, 2006, the City Council of the City of Hidalgo approved a "Resolution of Intent" to consider the creation of the City of Hidalgo TIRZ through Ordinance #2006-17. On December 30, 2006, the City Council will approve an ordinance which will authorize the creation of the TIRZ and appoint a Board of Directors for the Zone.

Meetings were held with individuals and taxing entities in Hidalgo County on the following dates:

- Valley View Independent School District on November 20, 2006.
- Hidalgo Independent School District on. November 20, 2006
- Hidalgo County Commissioner Hector Palacios on December 14, 2006

Program Concepts

The City of Hidalgo TIRZ District represents an important opportunity for the City of Hidalgo to develop a viable long-range revitalization plan for areas of the City, which have lacked a wide range of commercial, and affordable single-family housing opportunities. New commercial/retail/food service/office warehouse/industrial and lodging construction is the key component of the revitalization plan. Increased employment opportunities for Hidalgo and surrounding community residents will be enhanced through the development and redevelopment activity within the Zone.

Development Goals and Objectives

The planned public improvements within the City of Hidalgo TIRZ District will insure the future of the City as a viable option as companies look to expand or relocate. The addition of lodging facilities will complement the Dodge Arena complex furthering the economic activity currently being generated by that facility. Additionally addressing the housing issues and historic preservation issues affecting the World Birding Center will truly make the Birding Center a world-class facility.

Description of District

The City of Hidalgo TIRZ District is located throughout the City. It uses a series of major through-fares and city street right-of-ways to connect the various properties within the Zone. The market value of property within the Zone is $26,319,347, however, the total assessed value of the property in the Zone, the Base Value of the Zone, is $20,429,550 per the Hidalgo County Appraisal District. The City of Hidalgo TIRZ zone includes approximately 629.6 acres of public and privately held land surrounding the City as shown on the map attached to this correspondence as Exhibit "A".

Existing Uses and Conditions

The City of Hidalgo has determined that the improvements in the Zone will significantly enhance the value of all of the taxable real property in the Zone and will be of general benefit to the

municipality, and that the Zone area meets the requirements of Section 311.005 of the Act, being that the Zone area:

2. is predominantly open, and because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City and

The City of Hidalgo, pursuant to the Act, further finds and declares that:

1. the proposed zone is a contiguous geographical area located wholly within the City limits of Hidalgo;
2. less than ten percent (10%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifteen per cent (15%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. the proposed Zone does not contain more than fifteen percent (15%) of the total appraised value of real property taxable by Hidalgo County and the School Districts of Valley View and Hidalgo and
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

Properties proposed to be in the Zone are currently zoned; C-1, Central Business District; C-2 Neighborhood Convenience District; G-3, General Business; I-1, Light Industrial; R-1 Low Density Residential District and R-3 Mobile Home

City of Hidalgo TIRZ Zoning

The only zoning changes anticipated are a change in the R-3, Mobile Home to P, Public Use and the creation of a new single-family zoning use plan to allow the development and construction of cottage homes. The cottage zoning may allow for shared driveways and zero lot line construction.

Proposed Public Improvements

STREET IMPROVEMENTS

Recent population growth and an expanding economy have increased the demands on City infrastructure, specifically streets. As a result, the City of Hidalgo has identified several streets for extensions and others for rehabilitation and resurfacing. The 5th Street extension (north/south) will connect Texano Road on the south to Dicker Road on the north, crossing Coma (Spur 281), Produce, and Arena Drive. The Ebano Street extension (east/west) will connect 1st to 4th Street. Estimated cost of all street extensions is $1,830,000. Older streets that have been identified for rehabilitation and resurfacing are Bridge Street, from Coma to Spur 115, Industrial Boulevard, from 15th Street to US 281, and partial resurfacing of other city streets totaling 35 miles. Estimated cost of street rehabilitation and resurfacing is $2,800,000. Total cost for street improvements is $4,630,000.

WASTEWATER TREATMENT CAPACITY AND SEWER COLLECTION

The City of Hidalgo currently has a capacity of 1.2 million gallons of water per day (MGD) at its wastewater treatment plant (WWTP) and is treating an average of 825,000 gallons per day or nearly 70% of the WWTP capacity. The Texas Commission of Environmental Quality (TCEQ) requires that a municipality selects an engineer and begins the planning process for a WWTP expansion at 75% of capacity and then start construction when capacity has reached 90%. Therefore the City has selected an engineer and is planning an expansion that provides sufficient wastewater treatment capacity for projected flows in the year 2030 and will add a belt press to facilitate sludge removal operations. The current budget for the expansion, engineering, and inspection is $4,333,100.

WATER TREATMENT CAPACITY & DISTRIBUTION IMPROVEMENTS

The City of Hidalgo currently consumes an average of over 1.2 million gallons of water per day (MGD), but has, at peak periods, consumed 2.7 MGD. The City has four wells producing at peak 1.7 MGD, three ground storage tanks totaling 900,000 gallons, and two elevated towers totaling 600,000 gallons. During peak demand periods, the City's water supply system is not able to keep up with the demand and pressure drops to between 30 and 40 psi. The City needs to increase its water treatment capacity to 3.2 MGD in the short-term and further increase its capacity by an additional 1.8 MGD for long-term growth. The City proposes to evaluate three alternatives for the additional treatment capacity:

1. Additional wells with high quality water and a new 1 MG ground storage tank.
2. Additional wells with lower quality water requiring filtration and a new 1 MG ground storage tank.
3. A surface water treatment plant and a new 1 MG ground storage tank.

The anticipated cost for the additional treatment capacity and ground storage is $5,000,000 and distribution improvements are an additional $650,000 to extend lines for looping purposes.

DRAINAGE IMPROVEMENTS

The City of Hidalgo is drained via two outfalls including a 54-inch storm sewer, draining the older part of town west to the Rio Grande, and an existing HCDD No. 1 ditch along the east side of HCID No. 3 canal. These outfalls are not able to take the increase in runoff that recent growth is causing and therefore additional outfalls need to be constructed. The Northwest Lateral ditch will parallel the HCID No. 3 Canal from Olmo Road north to the Floodway and will require ROW, road crossings and excavation. Anticipated cost is $750,000. The West HCID No. 2 Canal Lateral ditch will be adjacent to and on the west side of the HCID No. 2 Canal from US 281 north to the Floodway. The work requires ROW, road crossings, excavation, and gas line relocation. Anticipated cost is $2,100,000. The Val Mex Drive Drainage project is a combination of ditches and storm sewers to provide drainage to the area around Val Mex Drive west of 10th Street. The work requires ROW, storm sewer, and excavation. Anticipated cost is $850,000 (not including paving improvements). The Northeast Lateral HCDD No. 1 is currently improving this ditch and

city expenditures are anticipated at $150,000. The East HCID No. 2 Canal Lateral ditch and US 281 crossing is currently being improved by HCDD No. 1 and city expenditures are anticipated at $150,000. Additional drainage is being explored to the South Relief Ditch, which would result in a combination of ditches and storm sewers to connect to the existing ditch at 15th Street and drain west or south to an outfall. This will require crossing the river levee. Anticipated costs are $650,000. Total costs for drainage improvements are $4,650,000.

NEW POLICE BUILDING AND DETENTION CENTER

The City of Hidalgo is currently the third largest port of entry on the Texas/ Mexico border. The City's population growth and increased pedestrian and vehicular traffic moving north across the border have resulted in higher incidences of crime, including juvenile crime, and pressure on the existing capacity of the Hidalgo Police Department. Crimes and enforcement within the City of Hidalgo are both local and federal (Border Patrol). To address the increased strain on resources, the city of Hidalgo will build a new Public Safety Building that will provide additional room for increased police manpower and a 50-bed detention facility to accommodate local and federal detainees. Increased staff includes additional officers, clerical staff, and maintenance personnel. Anticipated cost of acquisition of land and improvements is $6,000,000.

PUMP HOUSE AREA IMPROVEMENTS

The City of Hidalgo has designated approximately six square blocks, between Bridge and Third Streets and Esperanza and Gardenia Streets, as part of the Hidalgo Viejo Heritage Enhancement Project.

The project is to develop a portion of the original site of the City of Hidalgo into an attractive and inviting area for residents and tourists alike, giving a sense of pride to the citizens of one of the oldest cities in Texas. This is the Old Town portion of Hidalgo, the first Community in Hidalgo County and its most historic City. The Old Town contains many historic structures including three National Register Properties. These are the Hidalgo County Courthouse, built in 1886, the Hidalgo School and the Old Hidalgo Pump House. In addition to these; the Rodriguez General Store, the Castillo House and the Old Post Office building are part of the historic fabric. The entire area would be served by a system of hike and bike trails, the Hidalgo Pedestrian and Bicycle Access Project, which have the Historic District as their hub. A tour route has been laid out for conducted trolley tours of the area and for self-touring. As part of the restoration of the historic Old Town, a Hike-Bike Trail Cycling terminal facility will be developed in the heart of the City. The concept of TourHidalgo was initiated with the intention of celebrating the City's history, its background as an early transportation and agricultural hub, and its strategic location as the fourth busiest land port entry in the United States. The Old Town historic district currently sees 9,000 to 10,000 pedestrians. This area has the potential to become a major tourist attraction.

The Hidalgo School and the Old Hidalgo Pump House have been completely restored. The School is used for school district offices. The Old Hidalgo Pump House will soon be the site of the World Birding Center Satellite Center, increasing the visitation by nature oriented tourists, increasing the tourism numbers to the City.

The City government has expressed its dedication to the city's history by acquiring historic stores and homes in the Old Town area rather than allowing them to be demolished by neglect and is making plans to preserve them, working to restore them and put them to adaptive reuse complementing and enhancing the development of the World Birding Center.

The TIRZ would provide funds for the redevelopment of the land surrounding the Old Hidalgo Pump House.

HISTORIC PRESERVATION

The Old Town historic district of the City of Hidalgo holds the potential to become a major tourist destination in complement with the opening of the Satellite Center for the World Birding Center (WBC). The WBC will bring an increase in the number of nature-oriented tourists. Hidalgo has become deeply involved in its history and its natural setting beside the Rio Grande and the main bird migration pathways. Its history begs to be researched and celebrated. The City government has expressed its dedication to the City's history by acquiring the Rodriguez House and General Store and is looking at the Old Post Office Building and the Old Castillo house. The General Store is across the street from the Old Post Office which is across the street from the 1886 Hidalgo County Courthouse and Jail; all of these are a scant two blocks from the Old Hidalgo Pumphouse and WBC.

This is the front door to the WBC, an area that figures prominently in Hidalgo's history and heritage. The Rodriguez House and General Store is in a sad state of disrepair and is in danger of being lost. The City plans to restore the buildings as a Visitors Center for the new historic district being created in the Old Town area.

The City is looking to acquire and restore the second floor, roof and cupola to the Hidalgo County Courthouse, which was damaged in a fire and is currently a one story building. The City is also looking to renovate the Old Post Office Building. All of these historic structures would contribute to the creation of a 'Courthouse Square' as a focal point for the historic district.

To further enhance the bike and pedestrian trails, a bike trail terminal would be developed in the Old Castillo House right near the entrance to the WBC.

The TIRZ would provide funds for historic preservation.

The principal beneficiaries would be the citizens of Hidalgo and Hidalgo County plus the worldwide tourists who come to this area and an increased usefulness of these historic structures

AFFORDABLE HOUSING ISSUES

The effort to redevelop the Old Town historic district is hindered by the slum and blight condition of the blocks immediately surrounding the Old Hidalgo Pump House and World Birding Center. There are blocks of dilapidated and substandard housing stock intermingled with historic structures.

The City of Hidalgo proposes to acquire these substandard houses and relocate the families in these housing units to other sectors of the City. This will enhance the availability of affordable housing units and improve the quality of life for these families. The housing units are located within an area bordered by Bridge Street, Esperanza, Fourth Street, Conchita Street and Levee.

A second project, vacant land consisting of an abandoned railroad spur, located between Ebano Avenue and Datil Avenue will be acquired by the City of Hidalgo and redeveloped into the Ebano Alley Cottage Development. The project will consist of up to 13 new single family homes. The City will replat the land and put in the public infrastructure to develop the lots. Improvements will be made to Ebano Avenue and the street will be extended from Fourth Street to Bridge Street. This will greatly improve the traffic circulation for Salinas Elementary School.

Additional infrastructure and land acquisition for affordable housing projects including both single family and multi-family developments may be undertaken by the City of Hidalgo to continue to provide for replacement housing.

The total project costs for these two projects are approximately $3,000,000 and will be funded by proceeds from the TIRZ.

ECONOMIC DEVELOPMENT

The City of Hidalgo, South Texas College and the University of Texas Pan Am have entered into a collaboration to develop the Rio Grande Valley Border Security and Technology Training Center. The Department of Homeland Security picked the City of Hidalgo for the location of this Center.
The 19,000 square foot Training Center will focus on 'first responders' and emerging technology, addressing language, security and customs operations. This Center will affect Cameron, Starr, Willacy and Hidalgo Counties. It is anticipated when the Center is completed by December 2007 that it will generate 500 new jobs and one million dollars of private investment.
The Training Center will cost $3,520,000 and will be funded with a contribution of $2,320,000 from the City of Hidalgo and an EDA Grant of $1,200,000. The Grant was awarded to the City in April 2006. The TIRZ will provide funds for the support of economic development, for acquisition of property for the Center, for public infrastructure improvements and for educational initiatives.

DODGE ARENA PARKING AND STORAGE

Dodge Area has proved to be a preeminent economic generator for all of Southern Hidalgo County but with success comes expense. Parking has become an issue as the arena continues to expand its use days plans are underway to use an additional 5.03 acres of City property between the Arena and Fifth Street to create an additional 529 parking spaces. Certain drainage and paving improvements will need to be done to Main Drive to integrate the new parking into the existing road infrastructure. The engineers estimate of the cost of the parking lot, drainage and street improvements is $656,900.13

The planned improvements are designed to begin to meet the long-term needs to secure growth and investment in the area.

Planned Private Improvements

An analysis of the commercial building permits issued by the City of Hidalgo for the period January 1, 2006 through October 31, 2006 reveals that the average cost per square foot to develop commercial property in the City of Hidalgo ranges from a low of $39.00 to a high of $95.28 per square foot. The average of all of the permits issued was $60.22. Using this number as the average for future construction the planned private improvements for the City of Hidalgo TIRZ are;

Year	Phase	Value Of Construction	Estimated Square Feet
2006	1	$17,500,000	268,405
2007	2	$15,000,000	230,061
2007	2a	$7,500,000	
2008	3	$12,500,000	191,718
2008	3a	$7,875,000	
2009	4	$12,500,000	191,718
2010	5	$10,000,000	153,374
2011	6	$10,000,000	153,374
2012	7	$7,500,000	115,031
2013	8	$5,000,000	76,687
2014	9	$5,000,000	76,687
New Commercial/Industrial Space			1,457,055
Estimated # New Single Family Homes			200

Chapter 311 of the Texas Tax Code limits the amount of single-family land that can be contained in a City created Tax Increment Reinvestment Zone to ten per cent of the Zone. It is anticipated that there will be extensive additional single-family and possible multi-family construction within the City of Hidalgo that will create additional new tax revenue for the County and City.

SECTION III - Project Feasibility

The feasibility of any development has two aspects that must be considered:

1. Financial feasibility
2. Market feasibility.

The purpose of the TIRZ is to address the financial aspect of the development. TIRZ incremental funds provide for a portion of the development costs incurred for public improvements, thus insuring the financial feasibility of the Project. This project is financially feasible and can be developed with the funding of public improvements from TIRZ funds, however the City acknowledges that the incremental funds to be generated from the project do not cover all of the cost of the proposed public improvements and that other funding sources will be necessary.

Market feasibility addresses issues relating to product absorption, type of product, and demand. The existing strong economic base is expected to increase due to new commercial opportunities that will be generated through the business expansion that is a result of the $17,500,000 in commercial building permits issued by the City of Hidalgo in the first 10 months of 2006. Additionally developers and builders have approached the City with preliminary plans for which they will be pulling permits in 2007 and 2008. The funding of the sewer and water plant expansions will insure that permits will be able to be issued to these builders and developers. There is strong interest from the lodging industry is securing sites for construction in the area of the Dodge Arena as Arena days continue to increase this demand will also increase. The City is working with a developer on a modern state of the art retail complex in the International Blvd. Area and expects there to be an announcement on the part of the developer in the Spring of 2007.

There is demonstrated demand for the type and size of the planned private improvements in the Zone. The public improvements schedule for the Zone will insure that these private improvements are built.

SECTION IV – REINVESTMENT ZONE FINANCING PLAN

Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for municipalities to create "reinvestment zones" within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. At the time an area is designated a reinvestment zone for tax increment financing ("TIF"), the existing total of appraised value of real property in the zone is identified and designated as the "tax increment base." Taxing units levying taxes in the zone during its life are limited to revenues from this base.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise. This rise in new value is called the "captured appraised value." The taxes that are collected by the participating taxing jurisdictions on the increment between the frozen value and the new higher value, the tax increment, are then deposited into a TIF Trust Fund, which is used to pay for the public improvements. Once the public improvements are completed and paid for, the TIF is dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In effect, the taxing jurisdictions are "investing" future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from raising their tax rate during the life of the zone.

Financing Plan

The Reinvestment Zone Financing Plan developed by the City provides that potentially $21,461,978 of public improvements will be paid for with TIF funds. The Reinvestment Zone Financing Plan also projects incremental funds for financing and revenues for the City of Hidalgo TIRZ. It is not anticipated that tax increment funds in an amount to fully reimburse the City for all approved project costs will be generated over the projected life of the Zone

Financing Method:. Incremental funds will be spent as they accrue and TIF Revenue Bonds may be issued for larger projects and paid for with annual TIRZ proceeds

Financing Policy: The goal of the City of Hidalgo TIRZ District is to borrow only those funds needed as the necessity arises in order to reduce interest expense.

Long Term Financing: The developers of the commercial/industrial/Retail sites, and the affordable single family homes will arrange for long term financing for their individual projects.

Development Schedule And Assumptions

The Development Schedule is based upon the immediate needs of the City and the public works are listed by priority.. The City intends to remain flexible in order to leverage other funds with TIRZ funds to maximize the efficiency of the City's funds.

1. Wastewater Treatment Capacity And Sewer Collections
2. Water Treatment Capacity & Distribution Improvements
3. Drainage Improvements
4. Street Improvements
5. Dodge Arena Parking And Storage
6. Pump House Area Improvements and Historic Preservation
7. New Police Building And Detention Center
8. World Birding Center And Affordable Housing Issues
9. Economic Development

Financial Assumptions

No tax rate changes or inflation has been factored into the financial pro forma's for the District. All projections assume that taxable appraised value and tax rates will remain unchanged over the entire 25-year life of the District. It has also been assumed that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged. The finance plan assumes a collection rate of 97.5% because 90% of the new development will be in the form of commercial construction, the long-term lenders who do the permanent financing for these types of projects generally require proof that the taxes are current.

Estimated Value of New Tax Increment

The estimates of new tax increment are based upon the development schedule.

Projected New Value of Tax Increment

Year	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
2006	17,500,000								
2007		22,500,000							
2008			20,375,000						
2009				12,500,000					
2010					10,000,000				
2011						10,000,000			
2012							7,500,000		
2013								5,000,000	
2014									5,000,000
2015									
2016									
	17,500,000	22,500,000	20,375,000	12,500,000	10,000,000	10,000,000	7,500,000	5,000,000	5,000,000

Projected Value of New Tax Increment

Tax Year	Tax Increment Zone: Beginning Assessed Value	Tax Increment Zone: Annual Value of New Development	Tax Increment Zone: Projected Year-End Assessed Value	Tax Increment Zone: Projected Captured Value	City of Hidalgo: Captured Taxable Value	City of Hidalgo: Tax Rate Contribution	City of Hidalgo: Tax Increments	Hidalgo County: Captured Taxable Value	Hidalgo County: Tax Rate Contribution	Hidalgo County: Tax Increments	Combined TIF Collections	Fisc Ye End
2007	20,429,550		20,429,550		-	0.351400		-	0.590000			20(
2008	20,429,550	17,500,000	37,929,550	17,500,000	17,500,000	0.351400	59,958	17,500,000	0.590000	100,669	160,626	20(
2009	37,929,550	22,500,000	60,429,550	40,000,000	40,000,000	0.351400	137,046	40,000,000	0.590000	230,100	367,146	20(
2010	60,429,550	20,375,000	80,804,550	60,375,000	60,375,000	0.351400	206,854	60,375,000	0.590000	347,307	554,161	20
2011	80,804,550	12,500,000	93,304,550	72,875,000	72,875,000	0.351400	249,681	72,875,000	0.590000	419,213	668,894	20
2012	93,304,550	10,000,000	103,304,550	82,875,000	82,875,000	0.351400	283,942	82,875,000	0.590000	476,738	760,681	20
2013	103,304,550	10,000,000	113,304,550	92,875,000	92,875,000	0.351400	318,204	92,875,000	0.590000	534,263	852,467	20
2014	113,304,550	7,500,000	120,804,550	100,375,000	100,375,000	0.351400	343,900	100,375,000	0.590000	577,407	921,307	20
2015	120,804,550	5,000,000	125,804,550	105,375,000	105,375,000	0.351400	361,031	105,375,000	0.590000	606,170	967,200	20
2016	125,804,550	5,000,000	130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2017	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2018	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2019	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2020	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2021	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2022	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2023	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2024	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2025	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2026	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2027	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2028	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2029	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2030	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
2031	130,804,550		130,804,550	110,375,000	110,375,000	0.351400	378,161	110,375,000	0.590000	634,932	1,013,093	20
		$ 110,375,000					$8,011,195			$ 13,450,783		
	Existing Annual Value Growth Factors											
	Years 2006-2007			0.00%	Participation Level		100%	Participation Level		100%	21,461,978	
	Thereafter			0.00%	Tax Rate Growth Factor		0.00%	Tax Rate Growth Factor		0.00%		
	Combined Compound Growth Rate				Tax Rate Collection Factor		97.50%	Tax Rate Collection Factor		97.50%	$21,461,978	

Projected Value Of New Tax Increment Continued:

Fiscal Year Ending	TIF Revenue	Cumulative TIF Revenues
2007		
2008	160,626	160,626
2009	367,146	527,772
2010	554,161	1,081,933
2011	668,894	1,750,827
2012	760,681	2,511,508
2013	852,467	3,363,975
2014	921,307	4,285,282
2015	967,200	5,252,482
2016	1,013,093	6,265,576
2017	1,013,093	7,278,669
2018	1,013,093	8,291,763
2019	1,013,093	9,304,856
2020	1,013,093	10,317,950
2021	1,013,093	11,331,043
2022	1,013,093	12,344,137
2023	1,013,093	13,357,230
2024	1,013,093	14,370,324
2025	1,013,093	15,383,417
2026	1,013,093	16,396,511
2027	1,013,093	17,409,604
2028	1,013,093	18,422,698
2029	1,013,093	19,435,791
2030	1,013,093	20,448,885
2031	1,013,093	21,461,978

Project Budget

1.	Wastewater Treatment Capacity And Sewer Collections	$ 4,333,100
2.	Water Treatment Capacity & Distribution Improvements	$ 5,000,000
3.	Drainage Improvements	$ 4,650,000
4.	Street Improvements	$ 4,630,000
5.	Dodge Arena Parking And Storage	$ 656,900
6.	Pump House Area Improvements and Historic Preservation	$ 2,500,000 est
7.	New Police Building And Detention Center	$ 6,000,000
8.	World Birding Center And Affordable Housing Issues	$ 3,000,000
9.	Economic Development	$ 2,320,000
Total		**$ 33,090,000**

Financial Feasibility

Based upon a set of conservative assumptions and analysis of the project-financing plan, the City of Hidalgo has concluded that the plan is feasible.

Conclusions

Based upon a set of conservative assumptions and analysis of the City of Hidalgo Tax Increment Reinvestment Zone District Project Plan and Reinvestment Zone Financing Plan, The City of Hidalgo TIRZ has concluded that the City of Hidalgo TIRZ District Project Plan and Reinvestment Zone Financing Plan is feasible.

The success of the City of Hidalgo TIRZ District project plan will encourage other mixed-use commercial/industrial/retail/lodging and market rate residential and affordable housing.. The new residential population base; will support an expanding retail base, will supplement the existing job market, will attract additional private development into the City of Hidalgo and South Hidalgo County and will serve to stabilize and enhance future property values.

STATE OF TEXAS §

COUNTY OF HIDALGO § ORDINANCE #2006-10

CITY OF HIDALGO §

SETTING THE SIZE OF THE BOARD AND APPOINTING FIVE (5) MEMBERS TO THE PREVIOUSLY ESTABLISHED BOARD OF DIRECTORS FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF HIDALGO REDEVELOPMENT PROJECT

WHEREAS, the City Council adopted Ordinance #2006-10, which created a Board of Directors for Tax Increment Reinvest Zone Number One consisting of five (5) members.

THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIDALGO:

The following members are hereby appointed to the Board of Directors for Tax Increment Reinvestment Zone Number One for a three (3) year term;

1. John David Franz, Chairman
2. Alvin Samano
3. Frank Garcia
4. Juan Zambrano
5. Valde Guerra, County Appointed

Considered, Passed and Approved and Signed this 30 day *of* December, *2006, at a regular meeting of the City Council of the City of Hidalgo at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.*

CITY OF HIDALGO

By: _____
John David Franz, Mayor

ATTEST:

By: _____
Joe Vera, III, Acting City Secretary

TIF Services of South Texas
7300 Blanco Road, Suite 602
San Antonio, Texas 78216
210-804-1919 ~ 210-804-1904 (fax)

Tax Increment Reinvestment Zones
Public Improvement Districts
Neighborhood Empowerment Zones
Feasibility Studies
Board Management
Zone and District Management
Reimbursement Certification

To: Hidalgo County Appraisal District

I am working on a project in the City of Hidalgo and County Commissioner Hector Palacios has asked me what the total appraised value of real property in the City of Hidalgo is as of January 1, 2006. Could you call me with that number of fax it back on this page. This is for a presentation to Commissioners Court on December 28

Thank Your for your help with this.

Lance Elliott

City of Hidalgo Appraised Value 373,455,910.00

AI-34061 **8. A.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #02.12 RI in the amount of $23,363.00, from Dos Logistics, Inc. contracted engineer for "Renovation of County-Owned Building Roofs."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1280-419-40-121-972-0-431

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

BUDGETARY IMPACT:

PO 628252 for Dos Logistics, Inc. in relation to the Elsa Multi Center

Amount available as of 9-13-12 $9,345.00

FISCAL YEAR: 2012 ACCT. #: 2-1280-419-40-121-971-0-431

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

BUDGETARY IMPACT:

PO 628253 for Dos Logistics, Inc. in relation to 112-1437-JP/Constable Bldg.

Amount available as of 9-13-12 $4,673.00

FISCAL YEAR: 2012 ACCT. #: 2-1280-419-40-121-970-0-431

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

BUDGETARY IMPACT:

PO 628254 for Dos Logistics, Inc. in relation to 112-1432-Adm./Tax/Auto License bldg.

Amount available as of 9-13-12 $9,345.00

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/12/2012 04:16 PM
Budget & Management	Merlen P. Munoz	09/12/2012 04:30 PM

Ivan Cantu	Ivan Cantu	09/14/2012 04:26 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Rocio Villarreal Started On: 09/05/2012 02:04 PM

Final Approval Date: 09/14/2012

DL, INC.
DOS LOGISTICS, INC.

1002 E. Expressway 83
Weslaco, TX 78596
Phone 956-968-8800

INVOICE

DATE: July 2, 2012
INVOICE # 02.12 RI
FOR: *On Call Engineering*

Bill To:
Hidalgo County Pct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

ATTN: Eddie Gonzalez

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
On Call Engineering Services Hidalgo County Precinct No. 1				
2-1280-419-40-121-972-0-431				
PO No. ~~628253~~ 628252			✓	
Elsa Multi-Service Center				
Construction Inspector	$ 11,400.00	$ 3,990.00	$ 7,410.00	$ -
Structural Engineer	$ 2,976.00	$ 1,041.00	$ 1,935.00	$ -
2-1280-419-40-121-971-0-431				
PO No. 628253			✓	
JP & Constable Bldg.				
Construction Inspector	$ 5,700.00	$ 1,995.00	$ 3,705.00	$ -
Structural Engineer	$ 1,488.00	$ 520.00	$ 968.00	$ -
2-1280-419-40-121-970-0-431				
PO No. 628254			✓	
Administration/Tax/Auto License Office				
Construction Inspector	$ 11,400.00	$ 3,990.00	$ 7,410.00	$ -
Structural Engineer	$ 2,976.00	$ 1,041.00	$ 1,935.00	$ -
TOTAL	**$ 35,940.00**	**$ 12,577.00**		
		TOTAL DUE	**$ 23,363.00**	

County Approval: _____

Please remit to:
Dos Logistics, Inc.
1002 E. Expressway 83
Weslaco, TX 78596

Affidavit of Final Request for Payment

Date:	7/2/2012
Owner:	Hidalgo County Precinct No. 1
Contractor:	Dos Logistics, Inc.
Project:	Elsa Multi-Service Center
PO #:	628253
Completion Date:	7/2/2012
Affiant:	Mr. Eric C. Ybarra, President/CEO Dos Logistics, Inc.

Affidavit of Final Request for Payment

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Dos Logistics, Inc. is a Texas Corporation
2. Affiant is President of Engineering Firm and is authorized to make this affidavit on behalf of Engineer.
3. The Engineering services required by the professional Services Contract have been completed in accordance with the requirements for the Contract.
4. Engineer has paid laborers, and material in full for all about, services and materials provided to Surveyor for the work and services performed on the Project, expecting only the amounts owed to the persons identified below: NONE.
5. This affidavit is made to induce owner to accept the services as completed, to pay Engineer all of the consideration in the Professional Services Contract, and to induce Owner to acknowledge completion of the Project.

Dos Logistics, Inc.

Eric C. Ybarra, President/CEO

Subscribed and Sworn before me on this 2nd day of July, 2012, by Eric C. Ybarra in his capacity as president of Dos Logistics, Inc.

GUADALUPE MARIBEL SAUCEDA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
11-24-2014

Notary Public, State of Texas

Affidavit of Final Request for Payment

Date:	7/2/2012
Owner:	Hidalgo County Precinct No. 1
Contractor:	Dos Logistics, Inc.
Project:	JP & Constable Building
PO #:	628253
Completion Date:	7/2/2012
Affiant:	Mr. Eric C. Ybarra, President/CEO Dos Logistics, Inc.

Affidavit of Final Request for Payment

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Dos Logistics, Inc. is a Texas Corporation
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5. This affidavit is made to induce owner to accept the services as completed, to pay Engineer all of the consideration in the Professional Services Contract, and to induce Owner to acknowledge completion of the Project.

Dos Logistics, Inc.

Eric C. Ybarra, President/CEO

Subscribed and Sworn before me on this 2nd day of July, 2012, by Eric C. Ybarra in his capacity as president of Dos Logistics, Inc.

GUADALUPE MARIBEL SAUCEDA NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-24-2014

Notary Public, State of Texas

Affidavit of Final Request for Payment

Date:	7/2/2012
Owner:	Hidalgo County Precinct No. 1
Contractor:	Dos Logistics, Inc.
Project:	Administration/Tax/Auto License Office
PO #:	628254
Completion Date:	7/2/2012
Affiant:	Mr. Eric C. Ybarra, President/CEO Dos Logistics, Inc.

Affidavit of Final Request for Payment

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Dos Logistics, Inc. is a Texas Corporation
2. Affiant is President of Engineering Firm and is authorized to make this affidavit on behalf of Engineer
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Dos Logistics, Inc.

Eric C. Ybarra, President/CEO

Subscribed and Sworn before me on this 2nd day of July, 2012, by Eric C. Ybarra in his capacity as president of Dos Logistics, Inc.

GUADALUPE MARIBEL SAUCEDA NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-24-2014

Notary Public, State of Texas

AI-33483 **8. B.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract etc.) as attached hereto for: Hidalgo County Sheriff's Office-"Mobile X-Ray Services for Inmates" RFB: 2012-175-00-00-SMA, including the re-advertising of project in the event no bids/responses are received and/or are rejected and the project is still required.

BACKGROUND

1. Current contract will expire on: 12/31/12
2. Contract will commence on: 01/01/13
3. Proposed schedule of events:
   1st Advertisement: September 22, 2012.
   2nd Advertisement:September 29, 2012.
   Bid Opening Date: October 10,2012.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Available balance as of 9-7-12 $54,573.76

As needed basis

Attachments

Depts approval, draft contract, specifications etc.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/07/2012 11:23 AM
Budget & Management	Merlen P. Munoz	09/07/2012 11:27 AM
Manuel Chapa	Manuel Chapa	09/07/2012 04:31 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Sandra Montalvo Started On: 07/31/2012

Final Approval Date: 09/14/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
AUG 24 2012
By 2:48

MEMORANDUM

(Approval of Specifications)

TO: Rene Gonzalez, Sheriff's Office
Juan Tapia, Procurement Specialist **via: Juan.tapia@hidalgoso.org**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **August 24, 2012**

RE: Approval of Specifications for: Bid No.: 2012-175-00-00-SMA-HIDALGO COUNTY SHERIFF'S OFFICE-"Mobile X-Ray Service for Inmates"

Please review the modified **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 2-1100-423-21-280-002-0-331

[signature]	Rene Gonzalez	HCSO	7.24.12
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than July 20, 2012 .

Enclosures

Bid No: 2012-175-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"Mobile X-Ray Services for Inmates"

RFB NO. 2012-175-00-00-SMA

BID OPENING DATE:_____

DRAFT

Contact Person:
Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
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 SHERIFF'S OFFICE –"Mobile X-Ray Services for Inmates"** 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. 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-2012-175-00-00-SMA- HIDALGO COUNTY SHERIFF'S OFFICE –"Mobile X-Ray Services for Inmates"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m. **WEDNESDAY, _____.** **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-2012-175-00-00-SMA-HIDALGO COUNTY SHERIFF'S OFFICE–"Mobile X-Ray Services for Inmates".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

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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) <u>DELIVERY INSTRUCTIONS:</u>

- 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

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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 and Contract Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE –"Mobile X-Ray Services for Inmates"** 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.: Guadalupe Lupe Trevino
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
(956) 383-8114

17) SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**_____, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

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- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local 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.

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Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22) Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm.**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25) Any contract 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.

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27) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28) Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"Mobile X-Ray Services for Inmates"
BID NO.: 2012-175-00-00-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT-"A"

Specifications/Requirements

HIDALGO COUNTY SHERIFF'S OFFICE

"Mobile X-Ray Services for Inmates"

Bid No: 2012-175-00-00-SMA

SCOPE:

County of Hidalgo is requesting qualified vendor(s) that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide ***"Mobile X-Ray Services for Inmates"*** in a timely fashion; ensure that x-ray service to meet County and state jail standards; ensure quality, yet cost effective ; and provide X-Ray Services for County Inmates at County Jail on an **"As Needed Basis."** Hidalgo County Human Services will assist the Hidalgo County Adult Detention Center with X-Ray services whenever possible for tuberculosis screening of inmates.

SERVICE LOCATION:

711 El Cibolo Road, Edinburg, Texas 78542.

SPECIFICATIONS:

The intent of this solicitation is to obtain the professional radiological diagnostic services of an x-ray lab with demonstrated relevant experience by not limited to the following:

1. Vendor must be able to demonstrate adequate medical equipment, adequacy of personnel, ease of mobility, fleet capacity, work experience, expertise, safety precautions for both testers and test subjects and administration.

2. All personnel technicians who will perform x-ray examinations must be skilled and possess any and all applicable licenses, certificates, permits required under national, state, county, municipal and/or local statutes, codes, regulation, ordinances and/or ruled to be in compliance.

3. Hidalgo County reserves the right to require services regardless of the number of patient(s) to be tested during any given visit.

4. Vendor shall furnish x-ray service to include all x-rays, whether single or a series.

5. If X-Ray's must be retaken for any reason except non-cooperation of the patient, contractor must waive all charges except for the X-Ray itself.

6. Vendor must contact Hidalgo County Sheriff's Office (Adult Detention Center) Registered .Nurse-Supervisor for any reports, concerns, questions etc. after the contract is in place.

7. Vendor must provide a designated person as the focal point for receipt of test results as is agreed between the user and contractor.

DRAFT

8. Vendor must submit an original invoice on each purchase order or purchase release after each delivery, indicating the following:

a.) Department Name & Address:	Hidalgo County Jail-Infirmary Department P.O. Box 1228 Edinburg, Texas 78539
b.) purchase order number; c.) the inmate name; d.) DOB e.) Sheriff's Office No.:	f.) Name of test or x-ray series g.) Date of Service i) Total amount due

9. The following are examples of our most common type of X-Ray, Ultrasounds, Sonograms, X-Ray Development and X-Ray Reading and Report to facility Services. Project including, but not limited to, the following: Services render but not limited to T.B. screening, Chest, Bilateral upper and lower extremities, back and shoulders.

X-RAYS	ULTRASOUNDS	OTHER
Chest	US Venous Doppler unilateral- 93971	Sonograms
Hands	US Retroperitoneal-76770	
Wrists	US Pelvic-76856	
Fingers	US Scrotum-76870	
Spinal	US Abdominal-76700	
Arms	US Abdominal-76705	
Back	US Extracranial/Carotid Duplex-93880	
Shoulders	US Bilateral Venous Duplex-93880	
Legs	US Soft Tissue Neck/Thyroid-76536	
Knees	US Bilateral Duplex Lower Extremity-93925	
Abdomen	US Extremity-76881	
Ankles	Retroperitone	
Face	Scrotum	
Feet	Pelvis	
Skull		
After Hours/Weekends/Holiday charges		
Setup Fee per Procedure		

REQUIRMENTS:

1) All equipment must meet standards of state and/or federal regulations on radiation including, but not limited to, Texas Department of Health Radiation Control Division. Maintenance of all equipment used must be the sole responsibility of the contractor and must be maintained in the best condition possible.

2) Vendor must be able to get testing done within 12 hours of the time requested from the Department. (As needed basis or emergency basis).

3) Hidalgo County requires service and turn around on a 48-hour basis.

a) VERBAL interpretation within forty eight (48) hours, following the development of images.

b) WRITTEN interpretations as a follow-up, not to exceed three (3) calendar days.

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4) Due to security concern associated with a correctional facility, background checks on Employees of vendors who enter secure areas of the detention facilities may be required.

5) Vendor must be available Monday-Friday, after hours on weekends and Holidays as needed.

6) Vendor must have been in business for at least two years.

7) A list of a minimum of three (3) current references, other than Hidalgo County must be submitted with your bid for information, (i.e. nursing homes, clinics, doctor's offices…not individuals)--where like services have been performed. The bid should include, but not limited to the following:

a). Company
b). Contact Person
c). Phone Number
d). Worked Preformed
e). Contract Term

8) A monthly report will be required by the vendor, which should include the number of x-rays done, with the names of the inmates and the nurse that ordered the x-ray. This report should also include the abnormal findings.

TERMS & CONDITION:

1) Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4) Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

5) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6) Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

7) Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

DRAFT

8) 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.

9) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

10) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

11) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

13) 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.

14) County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) 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.**

3) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, , 2012 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. , 2012.**

DRAFT

From:	Leticia Saenz
To:	"Sandra Montalvo"
Cc:	"Darlene Betancourt"
Subject:	FW: Review & Approval of Draft Specs/Service Contract for (Procurement Purposes)
Date:	Wednesday, August 29, 2012 10:06:26 AM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, August 29, 2012 7:50 AM
To: 'Leticia Saenz'
Subject: RE: Review & Approval of Draft Specs/Service Contract for (Procurement Purposes)

The contract is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 5:36 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Darlene Betancourt'; 'Sandra Montalvo'
Subject: Review & Approval of Draft Specs/Service Contract for (Procurement Purposes)

Mr. Crain-

Attached, for your review and approval as to form, you will find **"DRAFT" Services Contract** with Exhibit A-Specs for the purposes of proceeding with the procurement process for the referenced project: "**Mobile X-Ray Services for Inmates"** for the **Hidalgo County Sheriff's Office.**

Please advise.

Thank you.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-175-00-00

THIS CONTRACT is made and entered into this ___day of _____**, 2012** by and between the **County of Hidalgo, Texas** ("County") and _____ (“Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for: **“Mobile X-Ray Services for Inmates” (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit “A” Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit “A” Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit “A” Request for Sealed Bids (RFB) Procurement Packet within

DRAFT

Hidalgo County following a request for Services by the **Hidalgo County Sheriff's Office**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on _____**, 2012** and expiring on _____**, 2013** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and 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.

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7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company:

_____
_____
_____
_____

DRAFT

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

DRAFT

WITNESS our hands in duplicate originals this ____day of _____, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name: _____

Title:_____

DRAFT

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT “B”

VENDOR’S BID PRICE & TABULATION

DRAFT

EXHIBIT “C”

INSURANCE REQUIREMENTS

DRAFT

AI-34194 **8. C.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of payment of the following items:

1. Invoice No. 13 (REVISED)-$5,287.50;
2. Invoice No. 2 (Reimbursable)-$205.42

submitted by Alcocer Garcia Associates, Inc., contracted architect for the, "Remodel of Existing Old Administration Building (1st & 2nd floors)"- C-08-131-08-07;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Available funds as of 9/14/12 (P.O. #609342).

Attachments

PO Increase

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 04:21 PM
Budget & Management	Merlen P. Munoz	09/13/2012 04:39 PM
Olga Garza	Olga Garza	09/14/2012 04:20 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Rocio Villarreal Started On: 09/12/2012 04:32 PM

Final Approval Date: 09/14/2012

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: OBM-CDS
Contact Name: Angela Garcia
Telephone # 292.7025

Purchase Order Number: 609342
Increase # (3) for this Purchase Order
Procurement Method:
- ☐ Contract # 08-131-08-07
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 229555
Vendor Name: Alcocer Garcia + Assoc.
Address: 1333 Jasmine Ave.
McAllen TX

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$ 229,739.01
		Remodeling of Old Adm. Bldg 91065		
		Amount of Increase Request		$ 67,425.00
		TOTAL AMOUNT		$ 297,164.01

RECEIVED BY COUNTY AUDITOR 2012 SEP 10 PM 3 03

RECEIVED BY COUNTY AUDITOR 2012 SEP 12 AM 3 15

67,425.00

Account Number: 2-1336-419-40-220-0430-452

Reason:

Liq $227,329.26
Outst $2,024,212.00

Authorization: _____ Department Head — Date 9/10/12

Reviewed by: _____ Purchasing Department — Date 9/10/12

Approved By: _____ Purchasing Agent — Date 09/10/12

Approved By: _____ Hidalgo County Auditor — Date 9/12/12

B 9701

ARCHITECTS PROFESSIONAL SERVICES

REQUEST FOR PAYMENT NO. 13 (REVISED)

TO OWNER: County of Hidalgo, Texas
c/o Hon. Ramon Garcia, County Judge
PROJECT NAME: Remodel of Existing Old Administration Building (1st & 2nd Floors)
CONTRACT NO.: C-08-131-08-07
P.O. NO.: 609342
FROM: Alcocer Garcia Associates, Inc. (EIN: 26-4262500)
ADDRESS: 1333 E. Jasmine, McAllen, TX 78501

Estimated Basic Services A/E Fee Amt.: 7.5% x $ 3,314,000.00 estimated construction cost = $ 248,550.00

SCOPE OF SERVICES	AMOUNT	% COMPLETED TO-DATE	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Schematic Design Phase 10 %	$24,855.00	100%	$24,855.00	$26,250.00	<$1,395.00>
Design Development Phase 10 %	$24,855.00	100%	$24,855.00	$26,250.00	<1,395.00>
Construction Documents Phase 50%	$124,275.00	100%	$124,275.00	$128,625.00	<$4,350.00>
Bidding Phase 5%	$12,427.50	100%	$12,427.50	$0.00	$12,427.50
Construction Phase 25%	$0.00	0%	$0.00	$0.00	$0.00
TOTAL	$248,550.00		$186,412.50	$181,125.00	$5,287.50

I certify that the above is true and correct to the best of my knowledge.

George A. Garcia — July 10, 2012

AGA, Inc. — Date

Owner — Date

Attest — Date

Alcocer Garcia Associates, Inc.

1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

INVOICE NO. 2 Reimbursable Printing Expense

DATE: July 10, 2012

TO: County of Hidalgo, Texas
c/o Rocio Villareal, Contracts Manager
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539

PROJECT: 1st & 2nd Floors Remodel, Former Administration Building

Reimbursable Expense as follows:

Copy Zone Reference No. 614852 Date: 6-28-12. Amount $ 280.10 for 15 bound sets of Mechanical and Electrical specifications to issue with Addendum No. 1. Copy of printing invoice attached. 5 Specification Books delivered to County Purchasing Department 7-10-12.

Our direct cost: $ 280.10 ($ 18.67 per set)	$ 280.10
Less 5 sets to County at no charge: 5 x $ 18.67 = ...	93.35
Amount chargeable.....	$ 186.75
Compensation for reimbursable expense per A/E Contract = $ 186.75 at 10%	18.67
Amount due this invoice.....	**$ 205.42**

Please send payment to address shown above. Thank you.

George A. Garcia, Project Architect

Reviewed / Approved : _____ _____

_____ _____

STATEMENT p. 1

:OPYZONE
4131 North 10th Street
4cAllen, Texas 78504
:956) 668.9600

Date : 6/28/12
Acct # : 002975
Phone : 618-2007
Ext. :
Terms :

To:
Alcocer Garcia Associates
1333 E Jasmine
McAllen, TX 78500

Date	Reference	Sales	Payments	Balance
5/26/12	614852	280.10	0.00	280.10

Thank you for your business!
Invoices are payable net 30 days.
DROP BY AND SEE SOME OF OUR BEAUTIFUL
WIDE FORMAT DIGITAL COLOR IMAGES!!!

Current	30 Days	60 Days	90+ Days	Balance
280.10	0.00	0.00	0.00	280.10

REMITTANCE p. 1

Date : 6/28/12
Acct # : 002975
Phone : 618-2007
Ext. :
Terms :

From:
Alcocer Garcia Associates
1333 E Jasmine
McAllen, TX 78500

Reference	Balance	Pay
614852	280.10	

Balance: 280.10
Amt Remitted _____
Check #: 1445

Notes:
MEP SPEC's
HIDALGO COUNTY OLD
ADMIN. REMODEL

PAID

AI-34170 **8. D.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:
Requesting authority to renew our Symantec Backup Exec and option services agreement with Reyna Enterprises for 1 yr in the amount of $1,095.00 commencing upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 220650 as of 9-14-12 $1,095.00 for Reyna Enterprises Inc.

Attachments

220650 Reyna Enterprices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 01:54 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:57 PM
Manuel Chapa	Manuel Chapa	09/14/2012 10:45 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Tanya Delira Started On: 09/12/2012 11:37 AM

Final Approval Date: 09/14/2012

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00220650
PO #
Date: 08/06/12

Bill To: x
x

Vendor : 264563
REYNA ENTERPRISES, INC DBA CRC
131 EAST PECAN
MCALLEN TX 78501

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MIKE GARZA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		RENEWAL OF SYMANTEC BACKUP EXEC AND OPTIONS DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#LQCXWZZ0-ER1GS, SYMANTEC BACKUP EXEC 2012-ESSENTIAL SUPPORT RENEWAL (1 YEAR)- 1 SERVER- GOV SYMANTEC BUYING PROGRAMS GOVERNMENT- LEVEL S (1+)- WIN	245.00	245.00
1.00	EACH	ITEM#MFYTWZZ0-ER1GS, SYMANTEC DESKTOP AND LAPTOP OPTION (V.7.0)- ESSENTIAL SUPPORT (RENEWAL) (1 YEAR) - 1-10 USERS-GOV-SYMANTEC BUYING PROGRAMS: GOVERNMENT- LEVEL S(1+) - WIN	125.00	125.00
5.00	EACH	ITEM#MLJXWZZ0-ER1GS, SYMANTEC BACKUP EXEC 2012 AGENT FOR WINDOWS ESSENTIAL SUPPORT (RENEWAL) (1 YEAR) -1 SERVER-GOV SYMANTEC BUYING PROGRAMS: GOVERNMENT-LEVEL S (1+)-WIN	145.00	725.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	1,095.00	
			Freight	.00
			Total	1,095.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 3200580

C COMPUTER R REPAIR C CENTER

August 2, 2012

Hidalgo County Sheriff's Department
711 El Cibolo Road
Edinburg, TX 78541

business partner

AT: Mike Garza

SUBJECT: Quote Renewal Symantec Backup Exec and options.

Qty	Product Number	Description	Unit Price	Ext Price
1	LQCXW[illegible] ER1GS	Symantec Backup Exec 2012 - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	$ 245.00	$ 245.00
1	MFYTWZZ0-ER1GS	Symantec Desktop and Laptop Option - (v. 7.0) - Essential Support (renewal) (1 year) - 1-10 users - GOV - Symantec Buying Programs : Government - level S (1+) - Win	$ 125.00	$ 125.00
5	MLJXWZZ0-ER1GS	Symantec Backup Exec 2012 Agent for Windows - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	$ 145.00	$ 725.00
		Total		**$ 1,095.00**
		Tax		**Exempt**
		Total		**$ 1,095.00**

Respectfully,

Daniel Reyna
dreyna@crc-computers.com

131 EAST PECAN BLVD • MCALLEN, TX • 78501
PHONE (956) 631 2321 • FAX (956) 631-4696
E-MAIL dreyna@crc-computers.com

Symantec.

GOVERNMENT

Sales Order #: 17925226

For ease of managing your support renewal, please retain this certificate which holds valuable reference information for your renewal transaction inclusive of your Symantec Agreement Number (SAN).

Licensing Portal Help Tutorials: https://licensing.symantec.com/acctmgmt/home/Jump.jsp
These two-minute videos explain how to get license keys for new purchases and version upgrades.

Global Enterprise Customer Care URL: http://go.symantec.com/callcustomercare
Contact Customer Care for non-technical licensing-related questions.

Technical Support URL: http://www.symantec.com/enterprise/support/index.jsp
Contact Technical Support for technical product-related questions

Software Download URL: https://fileconnect.symantec.com
You will need a Serial Number related to your product for access.

Symantec URL: http://www.symantec.com
Learn more about Symantec products and services.

Symantec Licensing Program URL: http://www.symantec.com/business/products/licensing/index.jsp
Learn more about the benefits of the Buying Program you are participating in.

Symantec Education Voucher Redemption URL: http://www.symantec.com/business/training/evoucher/
To access your Education purchase click on the Education Voucher Redemption URL link above, and using the serial number on the face of this certificate, complete the Voucher registration process, then follow the instructions to begin your training.

Managed Security Services Client Services Team: clientservices@monitoredsecurity.com
For Managed Security Services related questions, please contact the Client Services Team.

Symantec.cloud management console URL: https://hostedendpoint.spn.com/

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Symantec.

GOVERNMENT

Sales Order #: 17925226

Amendment To Symantec End User License Agreement

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3. UPGRADES AND CROSS-GRADES. For certain Software, Symantec reserves the right to require that any upgrades (if any) of the Software may only be obtained in a quantity equal to the number indicated on the face of this Certificate. An upgrade to an existing license shall not be deemed to increase the number of licenses which Licensee is authorized to use. Additionally, if Licensee upgrades a Software license, or purchases any of the Software licenses listed on the face of this Certificate to cross-grade an existing license (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing meter) then Symantec issues this Certificate based on the understanding that Licensee agrees to cease using the original license. Any such license upgrade or cross-grade is provided under Symantec's policies in effect at the time of order. This Certificate does not separately license Licensee for additional licenses beyond those which Licensee has purchased, and which have been authorized by Symantec.

4. CONTENT UPDATES. Certain Software uses content that is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam definitions for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for some firewall products; updated intrusion-detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products. These updates are collectively referred to as "Content Updates". If Licensee subscribes to a Symantec maintenance/support offering consisting of or including Content Updates, as separately described in the Symantec certificate for such subscription (the "Support Certificate"), Licensee is granted the right to use, as part of the Software, the Content Updates included in such subscription to the extent they become generally available to Symantec's end user customers as part of such subscription, for any period for which Licensee has purchased the appropriate maintenance/support, as indicated on the face of such Support Certificate. This Certificate does not otherwise permit Licensee to obtain and use Content Updates.

5. MAINTENANCE/SUPPORT. If Licensee subscribes to a Symantec maintenance/support offering, such subscription will be as described in the Support Certificate, delivered in accordance with Symantec's then-current standard policies and terms. Symantec reserves the right to require the purchase of minimum Symantec-designated levels of maintenance/support with the purchase certain Symantec product offerings.

6. ENTIRE AGREEMENT. This Certificate and the EULA constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede any and all written or oral agreements with respect to such subject matter.

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

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SUPPORT

Sales Order #: 17925226

Symantec Enterprise Technical Support

This document (the "Certificate") is a legal agreement between the end user (the "Licensee") named on the face of this certificate and Symantec Corporation and/or its subsidiaries ("Symantec"). This Certificate and the rights granted herein are only effective as to end users who have a valid license pursuant to a Symantec license agreement (the "License Agreement") for the underlying Symantec software product(s) (the "Software") for which this support will be provided. Please read this Certificate.

IF LICENSEE DOES NOT AGREE TO THESE TERMS, THEN SYMANTEC IS UNABLE TO PROVIDE SUPPORT FOR THE SOFTWARE TO LICENSEE. RECEIPT OF SUPPORT INDICATES LICENSEE'S AGREEMENT TO THESE TERMS.

Support Offerings: Commencing on the issue date set forth on the face of this Certificate, Symantec will provide to Licensee the support service(s) listed on the face of this Certificate, within the Symantec region in which the Software is licensed for use as indicated in the License Agreement. Support services are provided under the terms and conditions listed below, until the end date set forth on the face of the Certificate.

1. Essential Support.
1) Access to technical support provided by telephone on a 24x7 basis; 2) Continuous Efforts Problem Resolution Engineering (available upon request for Severity 1 Cases only); 3)Access to the Symantec technical support website; 4)Delivery of bug fixes and patches; 5) Essential Support includes Content Updates, if applicable, and Upgrade Assurance; 6) Licensee may designate up to six (6) individuals per title of Software for Essential Support to act as liaisons with Symantec Technical Services staff ("Designated Contacts").

2. Basic Maintenance.
1)Access to technical support provided by telephone from 8 a.m. to 6 p.m. during the normal business week of, and in accordance with statutory holidays of, the country where the Software is installed; 2) Access to the Symantec technical support website; 3) Delivery of bug fixes and patches; 4) Basic Maintenance includes Content Updates, if applicable, and Upgrade Assurance; 5) Licensee may designate up to two (2) individuals per title of Software for Basic Maintenance to act as Designated Contacts as defined above.

Definitions:

• Content Updates: Content Updates as used in this Certificate refer to content used by Software that is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware software; updated antispam rules for antispam software; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated vulnerability signatures for vulnerability assessment products; updated policy compliance updates for policy compliance software; updated lists of authenticated web pages for web site authentication software; and updated intrusion detection data for intrusion detection products, (if applicable). Content Updates means the right to use Content Updates to the Software as they become generally available to Symantec's end user customers except for those Content Updates that are only available through purchase of a Content Updates Subscription. Symantec reserves the right to designate specified Content Updates as requiring purchase of a Content Updates Subscription at any time and without notice to Licensee; provided, however, that if Licensee purchases support hereunder that includes particular Content Updates on the issue date set forth on the face of this Certificate, Licensee will not have to pay an additional fee to continue receiving such Content Updates through the end date set forth on the face of this Certificate, even if Symantec designates such Content Updates as requiring a Content Updates Subscription.

• Content Updates Subscription: The right to use those Content Updates that Symantec elects to make available by separate paid subscription. If Licensee has purchased Content Updates Subscription(s), the number set forth on the face of this Certificate opposite the description of such subscription reflects the quantity of such subscription purchased by Licensee.

• Upgrade Assurance: The right to use upgrades to the Software as they become generally available to Symantec's end user customers. An upgrade is any version of the Software which has been released to the public and which replaces the prior version of the Software on Symantec's price list. All such upgraded Software is licensed to Licensee for use subject to all terms and conditions, including without limitation disclaimers of warranties and limitation of liabilities, of the License Agreement. Nothing in this Certificate shall be construed as separately licensing copies of the Software or increasing the number of copies of Software licensed to Licensee.

Terms and Conditions:

• Support Policies: The support service(s) will be provided in accordance with Symantec's Enterprise Technical Support Policy and other support policies which may be revised and updated by Symantec from time to time without notice to Licensee. Please refer to www.symantec.com/enterprise/support/support_policies.jsp for copies of such policies. Under Symantec's Enterprise Technical Support Policy, support services may be discontinued for certain Software or a particular version of Software prior to the end date set forth on the face of this Certificate.

• Geographic Availability: Not all of the support services listed above are available in all countries or locations or for all Symantec software products.

• Scope of Support: Licensee's technical assistance may be limited to error correction resolution in certain Software if Licensee has not installed and implemented all licenses for such Software in accordance with the directions for installation provided by Symantec. Please refer to http://www.symantec.com/enterprise/products/index.jsp for additional information on services offered by Symantec to assist you in proper installation and implementation of Software. Technical support will not include activities that would be typically made generally available and characterized by Symantec as product training, consulting involving integration, security solutions enablement, security advisory, pre-production configuration services, managed security or implementation services or the like, which are offered separately as noted below.

• Additional Designated Contacts: Licensee may add additional Designated Contact(s) for either Essential Support or Basic Maintenance by paying the applicable fee in effect at the time Licensee seeks to add the additional Designated Contact(s). If Licensee has purchased the right to designate additional Designated Contacts, the number set forth on the face of this Certificate reflects the number of additional designated Licensee Designated Contacts who may receive technical support on Licensee's behalf with the same rights and for the same term as the primary contacts for either Essential Support or Basic Maintenance.

• Acknowledgement of Use of Personal Data. Licensee recognizes that Symantec will require Licensee to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Symantec to provide Support and to keep Licensee apprised of support and product updates. Licensee acknowledges that Symantec is a global organization, and such personal data may be accessible on a global basis to enable Symantec to provide Licensee Support. By providing such personal data, Licensee consents to Symantec using, transferring and processing this personal data on a global basis for the purposes described above.

• Support Services Warranty. Symantec warrants, for a period of thirty (30) days from the date of performance of support services under this Certificate, that such support services will be performed in a manner consistent with generally accepted industry standards. For support services not performed as warranted in this provision, and provided Licensee has reported such non-conformance to Symantec within thirty (30) days of performance of such non-conforming support services, Symantec will, at its discretion, either correct any nonconforming support services or refund the relevant fees paid for the nonconforming support services.

THIS IS LICENSEE'S EXCLUSIVE REMEDY AND SYMANTEC'S SOLE LIABILITY ARISING IN CONNECTION WITH THE SUPPORT SERVICES WARRANTY DESCRIBED IN THIS SECTION.
DISCLAIMER OF DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE PROVISION OF SUPPORT SERVICE(S), EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE SUPPORT SERVICE(S). NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT SYMANTEC'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

INTEGRATION: This Certificate, as supplemented by any relevant terms in the License Agreement not otherwise defined herein, constitutes the entire agreement between this parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersedes any and all prior written or oral agreement with respect to such subject matter.

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Tanya.Delira

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 3:18 PM
To: 'Tanya.Delira'
Subject: FW: CRC Agreement (220650)

See Mr. Crain's approval

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, August 28, 2012 2:49 PM
To: 'Darlene Betancourt'
Subject: RE: CRC Agreement (220650)

Darlene: I used a magnifying glass and was able to read the document. The document is fine.

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 1:25 PM
To: scrain@atlashall.com
Subject: FW: CRC Agreement (220650)

Good Afternoon Mr. Crain

As a result of Ms. Marty absence, I have attached you will find an agreement for the Sheriffs Office for your review and comments.

Should you have any questions, do not hesitate to contact me. Thank you

Respectfully,
Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 11:54 AM
To: darlene.betancourt@co.hidalgo.tx.us
Cc: 'Myra Montoya'
Subject: CRC Agreement (220650)

Ms. Darlene may you please forward this agreement to legal for their review.

Thank You,

Tanya De Lira
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

AI-34190 **8. E.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Invoice #11324213 in the amount of $21,342.67 from L & G Consulting Engineers Inc., contracted engineer for "Environmental Study for the Old Pct. 3 Administration, Warehouse, and Shop"-C-12-123-05-22.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

Available funds in P.O. #675557 as of 9/14/12 are $21,342.67.

Attachments

Invoice No. 11324213

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 05:16 PM
Budget & Management	Merlen P. Munoz	09/14/2012 07:59 AM
Perla Lopez	Perla Lopez	09/14/2012 11:27 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Rocio Villarreal Started On: 09/12/2012 04:09 PM

Final Approval Date: 09/14/2012

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324213
INVOICE DATE: 07/31/12

SIGN: _____
REQ# 21634
PO# 675557

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 120501
Environmental Study WA#1

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
PO#67557						
Engineering services for the month of July 2012.						
12001-EA Reports	8,067.07		8,067.07	8,067.07	100.0	
12020-Drilling	2,250.00		2,250.00	2,250.00	100.0	
12030-Asbestos Test	1,850.00		1,850.00	1,850.00	100.0	
12040-Soil Testing	4,812.00		4,812.00	4,812.00	100.0	
16400-Contract Mgmt	4,363.60		4,363.60	4,363.60	100.0	
TOTALS:	21,342.67	0.00	21,342.67	21,342.67	100.0	0.00

ORIGINAL CONTRACT SUM	$	21,342.67
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	21,342.67
TOTAL COMPLETED TO DATE	$	21,342.67
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	21,342.67

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
DBJ ON 9/7/12
GOODS/SERVICES RECEIVED BY
_____ ON 7/31/12

2-1100-415-00-115-0024-334

AI-34161 **8. F.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 1 in the amount of $46,749.33 from GP7 Construction, LLC, contracted vendor for La Homa Road South Subdivision as submitted by Javier Hinojosa Engineering, project engineer (C-CAP-12-090-05-29).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1312-431-00-123-385-1-731/733

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

BUDGETARY IMPACT:

Available funds in P.O. #678538 as of 9/14/12 are $163,402.20.

Obj Code 731: $92,152.20
Obj Code 733: $71,250.00

Attachments

Application for Payment No.1 La Homa Road South Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/12/2012 10:53 AM
Purchasing Department	Marty Salazar	09/13/2012 01:51 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:56 PM
Perla Lopez	Perla Lopez	09/14/2012 11:49 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Marcie Jackson Started On: 09/12/2012 10:04 AM

Final Approval Date: 09/14/2012

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
From: GP7 CONSTRUCTION, LLC (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LA HOMA ROAD SOUTH SUBDIVISION - RICARDO AVENUE
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LA HOMA ROAD SOUTH SUBDIVISION - RICARDO AVENUE
Owner's Contract No. C-CAP-12-090-05-29 Engineer's Project No.
For Work accomplished through the date of: August 24, 2012

1. Original Contract Price:		$163,402.20
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$163,402.20
4. Total completed and stored to date:		$51,943.70
5. Retainage (per Agreement):		
10% of completed Work:	$5,194.37	
_____ of stored material		
Total Retainage:		$5,194.37
6. Total completed and stored to date less retainage (4 minus 5)		$46,749.33
7. Less previous Application for Payments:		$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$46,749.33

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens (Sub-contractors/Suppliers) (HD Supply Waterworks, Upper Valley Materials & 2GS, LLC)**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Report w/signed Wage Form**

REQ.# 219537 P.O.# 678538
2-1312-431-00-123-385-1-731→$26,483.70
<-2,648.37>=$23,835.33

REQ.# 219537 P.O.# 678538
2-1312-431-00-123-385-1-733→$25,460.00
<-2,546.00>=$22,914.00

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previ
Work done under the Contract referred to above have been
obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 8/24/2012

GP7 CONSTRUCTION, LLC
(CONTRACTOR)

By: _____
STEVE GARZA
OWNER
304 PALO VERDE
BROWNSVILLE, TEXAS 78521

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 29th day of August.

CLAUDIA N. YBARRA
Notary Public, State of Texas
My Commission Expires
March 23, 2016

Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2016

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 8/30/12

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: _____ ON 9/4/12
GOODS/SERVICES RECEIVED BY: _____ ON 9/4/12

Exhibit E-C

PO# 678538

GP7 Construction, LLC	Contractor Name
07/30/12	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.	1
Application Date:	8/24/2012
Period To:	07/30/12 to 08/24/12
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080385	La Homa Road	$ 163,402.20	$ -	$ 51,943.70	$ -	$ -	$ 51,943.70	$ 111,458.50	$ 5,194.37	$ 46,749.33	$ -	$ 46,749.33
	South Subdivision											
		$ 163,402.20	$ -	$ 51,943.70	$ -	$ -	$ 51,943.70	$ 111,458.50	$ 5,194.37	$ 46,749.33	$ -	$ 46,749.33

GP7 Construction, LLC — Contractor Name

7/30/2012 — Starting Date

Project Ending Date

La Homa Road South Subdivision - Ricardo Ave. — Engineer's / County Project Description

Application No.: 1 (FIRST)

Application Date: 8/24/2012

Period To: 7/30/12 To 8/24/12

Engineer's / County Project No.: C-CAP-12-090-05-29

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Revised Schedule Value		First Month			Second Month			Third Month			Total to Date	Balance To Finish	
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		ROADWAY																			
1	100	Preparig ROW	STA	$ 615.00	12.88	$ 7,921.20	$ -	0.00	$ -	12.88	12.88	$ 7,921.20			$ -			$ -	$ 7,921.20	0	$ -
2	247	8" FLEX BASE (Compl in Place) (TY E GR4)	SY	$ 6.50	4210	$ 27,365.00	$ -	0.00	$ -	0	0.00	$ -			$ -			$ -	$ -	4210	$ 27,365.00
3	251	Reworking BS Mtrl. (DC) (TY D 6")	SY	$ 3.25	4210	$ 13,682.50	$ -	0.00	$ -	4210	4210.00	$ 13,682.50			$ -			$ -	$ 13,682.50	0	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 4.25	842	$ 3,578.50	$ -	0.00	$ -	0	0.00	$ -			$ -			$ -	$ -	842	$ 3,578.50
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 9.00	3625	$ 32,625.00	$ -	0.00	$ -	0	0.00	$ -			$ -			$ -	$ -	3625	$ 32,625.00
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,500.00	2	$ 3,000.00	$ -	0.00	$ -	1	1.00	$ 1,500.00			$ -			$ -	$ 1,500.00	1	$ 1,500.00
7	530	Turnouts (ASPH-CONC-PAV) (PB-2)	SY	$ 20.00	30	$ 600.00	$ -	0.00	$ -	0	0.00	$ -			$ -			$ -	$ -	30	$ 600.00
8		Relocate Mail Boxes	LS	$ 3,380.00	1	$ 3,380.00	$ -	0.00	$ -	1	1.00	$ 3,380.00			$ -			$ -	$ 3,380.00	0.0	$ -
		Total Roadway			$ 92,152.20			$ -			$ 26,483.70			$ -			$ -	$ 26,483.70		$ 65,668.50
		DRAINAGE																			
11	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 16.00	750	$ 12,000.00	$ -	0.00	$ -	0	0.00	$ -			$ -			$ -	$ -	750	$ 12,000.00
12	530	Driveway (Concrete 3000 PSI)	SY	$ 35.00	950	$ 33,250.00	$ -	0.00	$ -	0	0.00	$ -			$ -			$ -	$ -	950	$ 33,250.00
13	556	15" ADS Culvert Pipe	LF	$ 15.00	1400	$ 21,000.00	$ -	0.00	$ -	1,400	1400.00	$ 21,000.00			$ -			$ -	$ 21,000.00	0	$ -
14	556	18" RCP Culvert Pipe	LF	$ 22.00	70	$ 1,540.00	$ -	0.00	$ -	70	70.00	$ 1,540.00			$ -			$ -	$ 1,540.00	0	$ -
15	556	Safety End Treatments	EA	$ 650.00	2	$ 1,300.00	$ -	0.00	$ -	2	2.00	$ 1,300.00			$ -			$ -	$ 1,300.00	0	$ -
16	5249	Temporary Sediment Control Fence	LF	$ 3.00	540	$ 1,620.00	$ -	0.00	$ -	540	540.00	$ 1,620.00			$ -			$ -	$ 1,620.00	0	$ -
17	5249	Temporary Sediment Control Fence (Remove)	LF	$ 1.00	540	$ 540.00	$ -	0.00	$ -	0	0.00	$ -			$ -			$ -	$ -	540	$ 540.00
		Total Drainage			$ 71,250.00			$ -			$ 25,460.00			$ -			$ -	$ 25,460.00		$ 45,790.00
		GRAND TOTAL			$ 163,402.20						$ 51,943.70							$ 51,943.70		$ 111,458.50

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Date

Signature

Exhibit E-D

AI-34155 **8. G.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of ratification of fully executed Change Order No. 1 for Road Re-Construction of Esperanza Estates Subdivision Pursuant to TXLGC 262.031as approved by cc on 08-28-12 (C-CAP-12-115-06-12).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1200-431-00-122-262-0-731

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

BUDGETARY IMPACT:

Req#221478 has been submitted for approval from Purchasing Dept.

Attachments

Change Order No.1 Esperanza Estates Subdivision (Re-Construction)

Contract - Esperanza Estates Subdivision (Re-Construction)

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/11/2012 04:36 PM
Purchasing Department	Marty Salazar	09/13/2012 01:51 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:55 PM
Roland Garcia	Rolando Garcia	09/13/2012 04:08 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Marcie Jackson Started On: 09/11/2012 03:59 PM

Final Approval Date: 09/14/2012

CHANGE ORDER NUMBER ONE (1)

PROJECT: ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION

DATE OF ISSUANCE: September 05, 2012 **EFFECTIVE DATE:** September 05, 2012

OWNER: HIDALGO COUNTY
OWNER's Contract No.: C-CAP-12-115-06-12

CONTRACTOR: 2GS LLC
P.O. BOX 595
PENITAS, TEXAS 78576

ENGINEER: DOS LOGISTICS, INC
1002 EAST EXP. 83
WESLACO, TX 78596

You are directed to make the following changes in the Contract Documents.

Description:
1. Remove and Dispose Salvage 4,357 SY Caliche Base, Proof Roll exist Sub-grade and Fix soft spots
2. Add 20 Construction Days

Reason for Change Order:
1. Hidalgo County Precinct No.2 forces will be working on another project
2. Extra time for the extra work requested

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 80,125.00		Original Contract Time for Substantial Completion: 60 calendar days or dates
Net Changes from previous Change Order $		Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 80,125.00		Contract Time prior to this Change Order Substantial Completion: 60 calendar days or dates
Net Increase (decrease) of this Change Order $ 19,606.50		Net Increase (decrease) of this Change Order 20 calendar days
Contract Price with all approved Change Orders $ 99,731.50	Net % increase (decrease) from original contract price. 24.50 %	Contract Time with all approved Change Orders Substantial Completion: 80 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 9/6/12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: 9/7/12

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 9-6-12

CHANGE ORDER No.1 TABULATION
ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION
HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	ITEMS								
1	4,357.00	4,357.00	SY	Place New Flexible (County provide Caliche)	$ 4.00	$ 4.00	$ 17,428.00	0.00	17,428.00
2	806.00	806.00	GAL	Emulsified Asphalt (Prime Coat)	$ 5.00	$ 5.00	$ 4,030.00	0.00	4,030.00
3	2,602.00	2,602.00	LF	2' Concrete Curb & Gutter (Ty A)	$ 8.00	$ 8.00	$ 20,816.00	0.00	20,816.00
4	341.00	341.00	TON	1.5" Asphalt Conc. Pavement TY "D"	$ 111.00	$ 111.00	$ 37,851.00	0.00	37,851.00
5	4,357.00	4,357.00	SY	Remove & dispose salvage caliche, proof roll sub-grade & fix soft spots		$ 4.50	$ -	19,606.50	19,606.50
				Total Project:			**$ 80,125.00**	**$ 19,606.50**	**$ 99,731.50**

BID SET NO. _____

BIDDING DOCUMENTS
AND SPECIFICATIONS

FOR

ROAD RE-CONSTRUCTION
OF
ESPERANZA ESTATES SUBDIVISION
IN ACCORDANCE WITH TxDOT COLONIA ACCESS PROGRAM

FOR

HIDALGO COUNTY PRECINCT TWO
HIDALGO COUNTY, TEXAS

BID NUMBER: CAP-12-115-05-26-YSI

May 03, 2012



5/3/2012

DL, INC.
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

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BID BOND FORM

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SAMPLE CONTRACT

PAYMENT BOND FORM

PERFORMANCE BOND FORM

TITLE 29 - LABOR

DAVIS-BACON WAGE RATES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

DISCLOSURE OF CONFLICT OF INTEREST

PURHASING DEPARTMENT BIDDER/VENDOR APPLICATION

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

REQUEST FOR TAXPAYER ID NUMBER & CERTIFICATION

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PROJECT REQUIREMENTS ACKNOWLEDGEMENT

SALES TAX AND LOCAL SALES TAX CERTIFICATE

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SUPPLEMENTAL GENERAL CONDITIONS

STANDARD SPECIFICATIONS, SPECIAL SPECIFICATIONS, SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS, AND GENERAL NOTES

REQUEST FOR BIDS
(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 2 - with sealed bids on **"ROAD RE-CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION(S)".**

A BIDDER'S BOND from a reliable surety company licensed to operate in State of Texas or certified Cashier's Check payable without recourse to the County of Hidalgo, for the amount of not less that **5%** of the total bid shall accompany the bid as guarantee that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **DOS LOGISTICS, INC., 1002 East Expressway 83, Weslaco, Texas 78596,** Phone No **(956) 968-8800** for the amount of **$100.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for WEDNESDAY, MAY 16, 2012 at 2:00 P.M. at HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-12-115-05-26-YSI "ROAD RE- CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION";** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address	**Physical Location:**
Hidalgo County New Administration Building	**Hidalgo County New Administration Building**
2812 S. Business Hwy 281	**2802 S. Business Hwy. 281**
Edinburg, Texas 78539	**(Southeast of Canton Rd & Business 281)**
	Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on WEDNESDAY, MAY 23, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx. D.O.T.)

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

MARTHA L. SALAZAR / CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

INSTRUCTION TO BIDDERS

LEGAL NOTICE **Bid No: CAP-12-115-05-26-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)"** 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 Four (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 NUMBER CAP-12-115-05-26-YSI - HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)"** and in County's Purchasing Department, new Administration Building, 2812 S Business Hwy 281, Edinburg, Texas, **on or before 9:30 a.m. on WEDNESDAY, MAY 23, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.**

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.

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 an Hidalgo 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 Bid. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. Hidalgo County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County, which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

17. 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

18. 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 COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)"** Descriptive information as to the items or services delivered, including product code, hem number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Marcie Jackson, Administrative Assistant
  Hidalgo County Colonia Access Program
  302 E. State
  Pharr, Texas 78577

19. Schedule of Events

Pre-Bid Meeting, 2:00 PM	**MAY 16, 2012**
Bid Opening, 9:30 AM	**MAY 23, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

20. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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 man 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.

21. 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.

22. 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.

23. 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.

24. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. 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.

26. 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.

27. 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

28. 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.

29. 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

30. 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.

31. 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.

32. 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.

33. The successful 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. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,00.00) per person and $500,000.00 per occurance, consistent with potential exposure to District under the Texas Tort Claims Act. Coverage should injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to District hereunder.

    2. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

    3. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of District consistent with potential exposure of District under the Texas Tort Claims Act;

    4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. Seq.

Certificates of insurance naming Hidalgo 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 of 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.

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY COLONIA ACCESS PROGRAM –
ROAD RE- CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)
HIDALGO COUNTY
BID NO: CAP-12-115-05-26-YSI

To: Martha L. Salazar. Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: 2GS, LLC.

Address: P.O. BOX. 595

PENITAS, TX. 78576

By: _____

Printed Name: HUMBERTO GARCIA JR.

Title: SECRETARY

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner a the Hidalgo County Purchasing department until **9:30 a.m. on WEDNESDAY, MAY 23, 2012.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid **for HIDALGO COUNTY – "ROAD RE-CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION"**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s):

"ROAD RE-CONSTRUCTION
FOR ESPERANZA ESTATES SUBDIVISION"

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **30 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to DOS LOGISTICS INC. 1002 East Expressway 83 Weslaco, Texas 78596 attn: Mr. Luis J. Nava P.E. and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID PROPOSAL FOR
HIDALGO COUNTY COLONIA ACCESS PROGRAM –
ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)
BID NO: CAP-12-115-05-26-YSI

Martha L. Salazar. Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

Dear Ms. Salazar:

Pursuant to the foregoing **"Advertisement for Bids",** Notice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)** located **Hidalgo County Precinct 2,** the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items, all other work shall be incidental to bid items):

Estimated quantities are provided for information only.

BID FORM

CAP-12-115-05-26-YSI

"ROAD RECONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION"

ROADWAY IMPROVEMENTS

Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
247	4357	SY	Place New Flexbase (Ty. E. GR4) (County provide Caliche)	Dollars / Cents	$4.00	$17,428.00
310	806	GAL	Emulsified Asphalt (Prime Coat)	Dollars / Cents	$5.00	$4,030.00
529	2602	LF	2' Concrete Curb & Gutter (TY. A) (Barrier)	Dollars / Cents	$8.00	$20,816.00
340	341	TON	1.5' Asphalt Conc. Pav. TY"D"	Dollars / Cents	$111.00	$37,851.00
					Roadway Subtotal	$80,125.00

Bid Total	$80,125.00

BIDDER/COMPANY NAME: 2GS, LLC

AUTHORIZED SIGNATURE: _____

PRINTED NAME: HUMBERTO GARCIA JR.

TITLE: SECRETARY

OPENED
9:42
5/23/12
Witnessed

_____

Bid Proposal From (Continued)

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 30 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ Dollars (_____) or a Bid Bond in the sum of FIVE PERCENT (5%) Dollars (5%), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE
#1.	N/A	N/A
#2.		
#3.	-	
#4.		

Respectfully submitted,

2GS, LLC.
Name of Firm

By: _____ 5/22/12
Signature Date

SECRETARY
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

P.O. Box 595
Address

Peñitas, Tx. 78576

(Seal, if BID is by a Corporation)

(956)607-4448
Telephone Number

Attest _____

SUR6021189

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

2GS, LLC
P.O. Box 595
Penitas **TX** **78576**

as Principal, hereinafter called the Principal, and **State Automobile Mutual Insurance Company**
518 East Broad Street **Columbus** **OH** **43215**

a corporation duly organized under the laws of the State of **OH**
as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County

as Obligee, hereinafter called the Obligee, in the sum of 5.00 % of the bid, not to exceed **Eleven thousand** Dollars ($ **11,000.00**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Re construction of Esperanza Estates Subdvision

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23 day of May, 2012.

2GS, LLC

(Witness)

{ (Principal) (Seal)
Principal Signature and Title

(Witness)

State Automobile Mutual Insurance Company

{ (Surety) (Seal)
Andres Alvarez Attorney-In-Fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas
County of Hidalgo

Humberto Garcia Jr being first duly sworn, deposes and says that

(1) He is Secretary, of 2GS, LLC. the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5)The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Secretary
(Title)

Subscribed and sworn to before me this 23rd day of _____, 2012

_____
Notary Public

SANDRA GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-05-2016

My Commission expires: 02.05.2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-12-115-06-12

This Agreement, entered into this **12** day of **June**, 2012 by and between Hidalgo County Precinct No. 2 (hereinafter called the "OWNER," and **2GS, LLC**. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)

Hereinafter called the project, for the sum of **Eigthy Thousand One Hundred Twenty Five** Dollars and **Zero** Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **DOS LOGISTICS INC.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **June 12,** , 2012.

CONTRACTOR: Pedro Saenz

Name of Firm: 2GS, LLC

Address: P.O. BOX 595, Peñitas, TX 78576

Fed. I.D. # / S.S.##: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 20th day of July, 2012, by OWNER Of and on behalf of 2GS, LLC
(Title) (A corporation)

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Jose L Saenz
Notary Public-Signature

APPROVED AS TO FORM:
Hidalgo County DA's Office

BY:
Hidalgo County Dept. of County Affairs
100 N. Closner Rm. 303
Edinburg, Texas 78539

ATTEST:

Arturo Guajardo,Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

EXHIBIT "A"'

SPECIFICATIONS

Exhibit "A" consists of the entire bound document as prepared by **DOS LOGISTICS INC.** for HIDALGO COUNTY PRECINCT TWO – **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S) – Bid No: CAP-12-115-05-26-YSI**

EXHIBIT "B"

PAYMENT SCHEDULE

Payment Schedule shall be in accordance with "Bid Proposal for Hidalgo County Precinct Two – **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S) – Bid No: CAP-12-115-05-26-YSI**, included herewith, including Item 1 and any and all related provisions contained herewith.

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. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and $500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

2. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

3. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. if replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

SUR6021189

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
2GS, LLC

P. O. Box 595
Penitas TX 78576

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County
100 N. Closner
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 06/22/2012 6.12.2012
Amount: 80,125.00
Description (Name and Location): Re construction of Esperanza Estates Subdivision

BOND
Date (Not earlier than Construction Contract Date): 06/26/2012
Amount: 80,125
Modifications to this Bond: ☐ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
2GS, LLC

Signature: _____
Name and Title:

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company

Signature: _____
Name and Title: Andres Alvarez
Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 **Modified (Modifications are bolded)** The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

5 **Modified (Modifications are bolded and lined)** If a notice required by Paragraph 4 is given by the Owner to the Contractor ~~or~~ **and** to the Surety, that is sufficient compliance.

6 **Modified (Modifications are bolded and lined)** When the Claimant has satisfied the conditions of Paragraph 4, ~~the Surety shall promptly and at the Surety's expense take the following actions~~ **and has submitted any additional supporting documentation, and any sworn statement of claim, requested by the Surety, the Surety shall at the Surety's expense take the following actions:**

~~6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.~~ **After receiving all of the information requested from the Claimant, the Surety shall, within a reasonable period of time based on the complexity of the case, which shall not be less than 90 days, send an answer to the Claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.**

6.2 Pay or arrange for payment of any undisputed amounts, **including, but not limited to, the execution of an appropriate release and/or assignment.**

6.3 The Surety's failure to fully and/or timely discharge its obligations under this Section 6 or to dispute or identify any specific defense to all or part of a claim, shall not be deemed as an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the properly documented amount due and owing and shall not include interest or consequential damages.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to theConstruction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law,the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deeme incorporated herein. The intent is that this Bond shall b construed as a statutory bond and not as a common la bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Sections 4.1, 4.2.3, 5, 6, 6.1 and 6.2 were modified as shown in bold letters and deleted words.
Section 6.3 was added and is designated in bold letters.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

State Automobile Mutual Insurance Company

Stipulation – Date Change

To be attached to and form part of bond No. SUR6021189

Issued on behalf of 2GS, LLC As Principal,

and in favor of Hidalgo County as Obligee.

It is agreed that:

The Surety gives its consent to change the date on the bond from

06/22/2012 - _____ to 06/12/2012 - _____.

This rider shall become effective as of 07/24/2012

Provided however, that nothing herein contained shall vary, alter or modify any of the conditions of the said bond except as hereby modified and the liability of the Surety under the bond as changed by this Stipulation shall not be cumulative.

Signed sealed and dated 07/24/2012

Accepted : Hidalgo County
Obligee

By: _____

2GS, LLC
Principal

By: _____

STATE AUTOMOBILE MUTUAL INSURANCE CO.

By: _____
Attorney-in-Fact Andres Alvarez

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6021189
Bond Amount. $80,125.00
Bond Date: June 26, 2012
Bond Description: Hidalgo County

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Andres Alvarez

of San Juan and State of TX

its true and lawful Attorney(s)-in- Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Eighty thousand one hu ($ 80,125.00)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations In the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation In the nature thereof shall be valid and binding upon the Company when duly executed and sealed, If a seal Is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-In-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations In the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation In the nature thereof "I be valid and binding upon the Company when duly executed and sealed, If a seal Is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation In the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of May, 2007

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Ass't. Vice President

By: _____
William D. Hansen, Ass't. Vice President

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 23rd day of May, A.D., 2007, before me personally came Paul E. Nordman and William D. Hansen, to me known, who being duly sworn, did depose and say that they are Assistant Vice Presidents respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Notary Public

John B. Melvin, Attorney-at-Law
Notary Public-State of Ohio
My Commission Has No Expiration Date
Section 147.03

CERTIFICATE

1, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 24 day of July 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
Seal

SUR6021189

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
2GS LLC

P.O.Box 595
Penitas TX 78576

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County
100 N. Closner
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 06/22/2012 6.12.2012
Amount: 80,125.00
Description (Name and Location): Re construction of Esperanza Estates Subdvision

BOND
Date (Not earlier than Construction Contract Date): 06/26/2012
Amount: 80,125.00
Modifications to this Bond: ☐ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
2GS, LLC
Signature:
Name and Title: Secretary
(Any additional signatures appear on page 3)

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company
Signature:
Name and Title: Andres Alvarez
Attorney-In-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement betwen the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

Title 29 – LABOR

Subtitle A – Office of The Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sect. Name
3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 3.1 - Purpose and scope.

This part prescribes ``anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

As used in the regulations in this part:
(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance", or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
(c) The requirements of this section shall not apply to any contract of $2,000 or less.
(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting
officer or his authorized representative, and by authorized representatives of the Department of Labor.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;
(2) It is either:
(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
(b) The deduction is not otherwise prohibited by law;
(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
(d) The deduction serves the convenience and interest of the employee.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.
(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

DAVIS BACON WAGE RATES

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012 ✓

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	

Motor Grader Operator,
Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Certification

Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: Pedro Saenz
Print Name: Pedro Saenz
Title: OWNER
Telephone Number: 956-424-3414
Date: MAY 23, 2012

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

CONFLICT OF INTEREST FORM Pg. 1

EXHIBIT "D"

2282750

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.**

2GS, LLC.

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.**

N/A

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

Humberto Garcia Jr

Signature of person doing business with the governmental entity

2-21-12

Date

Adopted 06/29/2007

HIDALGO COUNTY
URBAN COUNTY PROGRAM
Bidder/Vendor Application

Complete in print or type. Please return this application to the: Hidalgo County Urban County Program, via facsimile to (956) 787-5291 or delivered in person/regular mail to the following: 1916 Tesoro Blvd., Pharr, Texas 78577 Upon submitting application, original will be on file at the Urban County Program. If changes are required for updating purposes, please contact the Urban County Program at (956) 787-1827.

Company Name: 2GS, LLC **Telephone No.** (956) 424-3414

dba Name:

Legal Name: 2GS, LLC

Mailing Address : P.O. Box 595 **Fax No.** (956) 683-6149

Physical Address: 2112 Expressway 83, Suite #4

City, State, Zip Peñitas, Texas 78576 **Tax I.D. No.** 45-4338911

Remit to Address : P.O. Box 595 **City, State, Zip** Peñitas, Texas 78576

E-Mail Address: bgarcia@2gsllc.com

Representative(s) Name(s) & Title(s) Pedro Saenz, Owner

Type of Organization (check one): ____ Individual ✓ LLC ____ Partnership ____ Sole Proprietor ____ Corporation ____ Non-Profit ____ Other, Specify

State Identification No. 45-4338911 **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** 1/20/2012 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ✓ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Pedro Saenz, Owner and Humberto Garcia Jr., Secretary

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ 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

Disadvantaged Business (At Least 51% Ownership)

- ☐ 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?: Service/labor installation of Paving improvements and underground utility (water, sewer) improvements

Would you like to be provided with specifications for procurements of such products?: ☑ Yes ☐ No

To Be Completed by the Urban County Staff: Rec'd by : ____ **Date Rec'd by Urban County Staff:**

Entered into System:

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?: 0 %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

CONFLICT
OF
INTEREST
FORM
Pg. 2

BIDDER/VENDOR APPLICATION

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION Pg. 1

Insurance Requirement Acknowledgment

I, Humberto Garcia Jr. authorized representative for 2GS, LLC. ,
Company/Vendor

hereby acknowledge receipt of the county's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioner's Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 am., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☑ have already been met, see attached copy of insurance certificate.

Authorized Representative

5/22/12
Date

Notice to Bidder: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of insurance will be monitored/verified on **a quarterly basis** to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY BID PACKET

Client#: 14126 2GSLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956 687-1286 E-MAIL ADDRESS:
INSURED 2GS, LLC P O Box 595 Penitas, TX 78576	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Colony Insurance Company — 39993 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Sentinel Insurance Company 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			GL900945	02/21/2012	02/21/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY			65UECNG9319	02/21/2012	02/21/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001234244	02/21/2012	02/21/2013	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Hidalgo County Pct. 2 , Esperanza Estates Subdivision (Reconstruction)

General Liability Policy contains U649A-0510 Contractors PAC endorsement

CERTIFICATE HOLDER

Hidalgo County
2812 S Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

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BDELA

Re: Texas Insurance Certificate Statute
S.B. 425/Texas Insurance Code, Chapter 1811 effective 1-1-12

Please find attached the requested certificate for our client with regard to your contract provisions. Along with the certificate of insurance we have attached the pertinent endorsements for your information for Additional Insured status and Waivers of Subrogation. Should you need additional endorsements provided, please advise and we will furnish them to you.

As a result of the captioned law in the state of Texas, we can no longer add any wording to a Certificate of Insurance. All certificates issued in Texas must meet Texas Department of Insurance approval, which the ACORD 25 (2010/05) attached meets.

The key provision of the new law states: "A person may not execute, issue, or require the issuance of a certificate of insurance for risks located in this state, unless the certificate of insurance form has been filed and approved by the department". In addition, agents may not accommodate certain requests based on Section 1811.053 which states that: "A person may not alter or modify a certificate of insurance form approved under Section 1811.101 unless the alteration or modification is approved by the Department" (of insurance in Texas)

Therefore, as a violation of this law can result in penalty and fine to the agent for improper issuance of the certificate, we have attached the completed approved certificate with the wording allowed by the state along with the most pertinent endorsements and should further endorsements be required, please contact us and we will provide those to you.

We appreciate your understanding of this change as we comply with the new laws in the State of Texas.

Willis of Texas, Inc.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Humberto Garcia Jr., possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: Bid Bond, Payment and Performance Bonds
3. Certificates: All Insurance 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

5/22/12
Date

2GS, LLC.
Company

P.O. Box, 595
Address

Penitas, Tx. 78576
City, State, Zip

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122A, revised civil statutes of Texas, and Article 1066 (C), entitle Local Sales and Use Tax, revised civil statutes of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used or consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No. 95-9.07. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 20th day of July, 2012.

Pedro Saenz
Contractor

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

EJCDC No. 1910-8 (1996 Edition)

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

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1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*–Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*–The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*–The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*–The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*–Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*–A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*–The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*–The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*–The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*–The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*–Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*–The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*–Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*–All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*–Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*–That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*–An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*–The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*–That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*–A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*–All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*–Work to be paid for on the basis of unit prices.

48. *Work*–The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*–A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*–A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

STANDARD SPECIFICATIONS, SPECIAL SPECIFICATIONS, SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS, AND GENERAL NOTES

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

ITEM 247 FLEXIBLE BASE
ITEM 310 PRIME COAT
ITEM 340 DENSE GRADED HOT-MIX ASPHALT (METHOD)
ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

CONSTRUCTION GENERAL NOTES

This project will have Calendar Day (CD) Definition for working day.

Reference TxDot Standard Specifications 2004.

Upon the request of the Engineer, the Contractor shall furnish to the Engineer a typed narrative report, signed and dated by the Contractor, outlining the manner of prosecution of work that he intends to follow in subsequent thirty-day period.

The Contractor shall provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The Contractor shall contact the local power companies prior to commencing construction. The Contractor shall coordinate with the power companies for the raising/relocation of power lines where deemed necessary by the Engineer or the Contractor to effect the proposed construction (subsidiary to the various bid Items).

The Contractor's attention is directed to the possible presence of underground utilities on the Right of Way on this project. It is the responsibility of the Contractor to call for locates 48 hours in the advance of excavation or drilling. It shall be the Contractors responsibility to maintain a minimum clearance of two feet (24-inches) plus the width of the line between marked and unexposed facilities and the cutting edge or point of any power-operated excavating or earth-moving equipment. If excavation is required within the 24-inch distance (measured horizontally), the excavation should be performed very carefully with hand tools and without damage to the existing utilities.

Subcontractors also must file their own locate requests. Even if previous marks are on the ground, the subcontractor is still responsible for filing a locate request.

The Contractor will be responsible for damages to the utilities if the damage is caused by negligence or failure to have locates performed. All costs involved in locating existing utilities shall be considered subsidiary to various bid Items.

The Contractor shall coordinate the clearing and grubbing, excavation and removal and replacement of culverts/structures along the outfall channels with any utility companies whose facilities are encountered.

The Contractor shall make every effort to preserve existing trees designated by the Engineer to remain following construction. The Contractor is required to follow the TXDOT's pruning guidelines and observe recognized tree surgery practices. Additionally, care shall be taken to minimize disruption or damage to the root system of these designed trees.

Control points are to be supplied by the Engineer prior to commencing work. The Contractor shall be responsible for maintaining an accurate vertical and horizontal control throughout the contract.

All material testing to be performed by Owner's independent testing laboratory. All testing to be coordinating with Engineer when ready for testing. All tests not meeting the required specifications will be paid for by the Contractor. This cost will be deducted from his final estimate.

ITEM 5. CONTROL OF THE WORK

To ensure accurate measurement for final pay quantities and to facilitate the Engineer's check on the Contractor's survey work, the Contractor shall be required to set construction stakes based on plan stations and at 100 ft. Maximum intervals or as directed by the Engineer.

ITEM 6. CONTROL OF MATERIALS

The Contractor will be required to furnish the area Engineer the maximum gross weights, including loads, for all vehicles, including trucks, truck-tractors, trailers, semi-trailers or any combination of such vehicles used to deliver materials to the project. Maximum gross weights are to be determined in accordance with Item 6, Article 6.7 of the Standard Specifications.

ITEM 247. FLEXIBLE BASE

The Flexible Base Material will be supplied by Hidalgo County Precinct No.2 and transported to the job site. The Contractor shall coordinate with Hidalgo County Precinct No. 2 staff to schedule delivery of the base material. The Contractor shall be responsible for spreading and working the base material to meet the project specifications for construction of the base course.

Flexible Base Type E grade 4 will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50

Min. Comp. Strength PSI:	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

All surplus base not used on the project will remain the property of Hidalgo County and will be delivered to the Precinct 2 yard in Pharr, Texas. The County will be responsible for the hauling of this excess material.

ITEM 310. Prime Coat

Prime Coat Comply with Item 310.

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing base areas within the project limits shall be primed, including turnouts and radii, at the rate of 0.2 gal/sy.

ITEM 340. Dense Graded Hot Mix Asphalt (Method)

Refer to Dense Graded Hot Mix Asphalt (Method) Item 340 for procedures & tables.

Description. Construct a pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant.

Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1, and as specified in this Section, unless otherwise shown on the plans.

1. Coarse Aggregate. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve.

2. RAP. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2-in. sieve.

3. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 2% hydrated lime or cement, unless otherwise shown on the plans. The plans may require or disallow specific mineral fillers. When used, provide mineral filler that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

Asphalt Binder. Furnish the type and grade of performance-graded (PG) asphalt binder specified on the plans in accordance with Section 300.2.J, "Performance-Graded Binders."

Tack Coat. Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions."

Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved.

Mixture Design. Use a Level II specialist certified by a Department-approved hot-mix asphalt certification program to develop the mixture design. Have the Level II specialist sign the design documents. Unless otherwise shown on the plans, use the typical weight design example given in Tex-204-F.

Job-Mix Formula Approval. The job-mix formula (JMF) is the combined aggregate gradation and target asphalt percentage used to establish target values for mixture production. JMF is the original laboratory mixture design used to produce the trial batch.

JMF Field Adjustments. Produce a mixture of uniform composition closely conforming to the approved JMF.

Lay-Down Operations.

1. Minimum Mixture Placement Temperatures. Use Table 9 for suggested minimum mixture placement temperatures.
2. Windrow Operations. When hot mix is placed in windrows, operate windrow pickup equipment so that substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

Compaction. Use air void control unless ordinary compaction control is specified on the plans. Avoid displacement of the mixture. If displacement occurs, correct to the satisfaction of the

Engineer. Ensure pavement is fully compacted before allowing rollers to stand on the pavement. Unless otherwise directed, use only water or an approved release agent on rollers, tamps, and other compaction equipment. Keep diesel, gasoline, oil, grease, and other foreign matter off the mixture. Unless otherwise directed, operate vibratory rollers in static mode when not compacting, when changing directions, or when the plan depth of the pavement mat is less than 1-1/2 in.

Air Void Control. Compact dense-graded hot-mix asphalt to contain from 5% to 9% in-place air voids. Do not increase the asphalt content of the mixture to reduce pavement air voids.

a. Rollers. Furnish the type, size, and number or rollers required for compaction, as approved. Use a pneumatic-tire roller to seal the surface, unless otherwise shown on the plans. Use additional rollers as required to remove any roller marks.

b. Air Void Determination. Unless otherwise shown on the plans, obtain 2 roadway specimens at each location selected by the Engineer for in-place air void determination.

c. Air Voids Out of Range. If the in-place air void content in the compacted mixture is below 5% or greater than 9%, change the production and placement operations to bring the in-place air void content within requirements.

d. Test Section. Construct a test section of 1 lane-width and at most 0.2 mi. in length to demonstrate that compaction to between 5% and 9% in-place air voids can be obtained.

Ordinary Compaction Control. Furnish the type, size, and number or rollers required for compaction, as approved. Furnish at least 1 medium pneumatic-tire roller (minimum 12-ton weight).

Irregularities. Immediately take corrective action if surface irregularities, including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles, are detected. The Engineer may suspend production or placement operations until the problem is corrected.

Ride Quality. Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

ITEM 529. Concrete Curb, Gutter and Combined Curb and Gutter

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.
B. Class A concrete – 3000 PSI

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes:

1. ACI 315 - Manual of Standard Practice of Detailing.
2. ACI 318 - Building Code Requirements for Reinforced Concrete.
3. ACI 347 - Recommended Practice for Concrete Formwork.
4. ASTM A36 - Structural Steel.
5. ASTM C33 - Concrete Aggregates.
6. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.
7. ASTM C94 - Ready-Mixed Concrete.
8. ASTM C143- Slump of Portland Cement Concrete.
9. ASTM C150- Portland Cement.
10. ASTM C309- Liquid Membrance-Forming Compounds for Curing Concrete.
11. ACI 304 - Recommended Practice for Measuring, Mixing, Transportation and Placing Concrete.
12. ACI 301 - Specification for Structural Concrete for Building.

B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, waterstops, joint systems and curing method.

C. Submit proposed concrete mix proportions to ENGINEER prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

A. Type I, Type II or Type III conforming to ASTM C150 as modified by Texas State Department of Highways and Public Transportation, 2004 Standard Specifications.

B. Type I or II cement may be used unless Type II is specified.

C. Except when Type II specified, Type III may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60o F.

D. Type III may be used in all pre-cast pre-stressed concrete except in piling when Type II cement is required for substructure concrete.

E. All cement used in a monolithic placement shall be of the same type.

F. May be either bagged or bulk. Partially set or caked cement will be rejected.

G. All types of cements shall be "low-alkali" cements.

2.02 WATER:

A. Clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as Cl nor more than 1000 parts per million of sulfates as SO_4.

B. Water of known potable quality requires no testing. Other sources shall meet the requirements of AASHTO T-26.

C. Water shall have a pH of not less than 4.5 or more than 8.5.

2.03 FINE AGGREGATE:

A. Natural sand, manufactured sand or a combination of the two, with or without mineral filler.

B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, uncoated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.

C. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

D. Gradation, percent of weight retained:

Sieve Size	% Retained
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	15 - 50
No. 30	35 - 75
No. 50	65 - 90
No. 100	90 - 100
No. 200	97 - 100

E. Fineness Modulus: for Grade 1 only - 2.3 minimum, 3.1 maximum.

F. Mineral filler:

1. May be added upon written authorization of ENGINEER.

2. Shall be stone dust or clean crushed sand, or other approved inert material.

3. Shall not exceed 5% of the fine aggregate.

4. Shall meet the following requirements:

Passing No. 30 sieve	95 to 100%
Passing No. 100 sieve	70 to 100%

2.04 COARSE AGGREGATE:

A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.

B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.

C. Crushed stone shall consist of the clean, dust free product resulting from crushing of stone. There shall be no adherent coatings, clay, loam organic or deleterious substances, salt or alkali, and other foreign material.

D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.0%	
Shale, slate or other similar material		1.0%
Clay lumps		0.25%
Soft fragments		3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces		3.0%
The sum of all deleterious substances, exclusive of material removed by decantation, shall not exceed by weight		5.0%

E. Course aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.

F.

Grade No. 1 - Maximum Nominal Size 2 1/2 in. (63 mm)

Sieve	Percentage Retained
2 1/2 in.	0%
2 in.	0 - 20%
1 1/2 in.	15 - 50%
3/4 in.	60 - 80%
No. 4	95 -100%

Grade No. 2 - Maximum Nominal Size 1 1/2 in. (37.5 mm)

Sieve	Percentage Retained
2 in.	0%
1 1/2 in.	0 - 5%
3/4 in.	30 - 65%
3/8 in.	70 - 90%
No. 4	95 -100%

Grade No. 3 - Maximum Nominal Size 1 in. (25 mm)

Sieve	Percentage Retained
1 1/2 in.	0 - 5%
3/4 in.	10 - 40%
1/2 in.	40 - 75%
No. 4	95 - 100%

Grade No. 4 - Maximum Nominal Size 3/8 in. (9.5 mm)

Sieve	Percentage Retained
1/2 in.	0 - 5%
3/8	5 - 30%
No. 4	75 -100%

Gradation, percent of weight retained on:

G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:

1. One-sixth of the least dimension between forms of that part of the structure in which concrete is to be placed; and

2. Three-fourths of the clear space between reinforcement.

3. The maximum size aggregate is defined as the clear space between the sides of the smallest square openings through which 95 percent of the weight of the aggregate can be passed.

4. Unless otherwise noted or restricted by above Grade No. 2, gradation shall be used.

2.05 PIT-RUN AGGREGATE:

A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or course aggregates, and shall consist of hard, durable, uncoated pebbles or stone particles mixed with sand.

B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.

C. Pit-run aggregate shall be well graded from course to fine when tested by standard laboratory methods and shall meet the following minimum requirements for percentages by weight:

Retained on 1/4 in sieve	55% to 60%

D. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and above.

E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

A. Concrete admixtures shall comply with Item 421

2.07 REINFORCING STEEL:

A. Reinforcing steel shall comply with Item 440

2.08 CURING MATERIALS:

A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.

B. Liquid Membrane: resin base, clear compound, permitting application of paint, Servicised Product Corp. - Code 2802 or equal.

C. Plastic Film: white pigmented, 0.00085" (minimum) thick.

D. Burlap: jute fabric, lean, free of impurities.

E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Hardener, Sika Chemical Corp. or equal.

2.09 JOINT MATERIALS:

A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.

B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

A. Polyvinyl chloride or rubber, centerbulb.

B. Size to suit joints, minimum 6".

2.11 FORM MATERIALS:

A. Use plywood, metal, metal framed plywood faced or other acceptable panel-typed material.

B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

A. Polyethylene sheet, minimum 8 mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

A. Submit not less than 10 days prior to the start of concreting operations, to the ENGINEER.

1. Mix design, using a course aggregate factor acceptable to the Engineer.

2. Sufficient samples of all materials to be incorporated into the mix for testing.

3. Full description of the source of supply of each material component.

B. Course aggregate factor:

1. Not more than 0.82 when voids less than 48%.

2. Not more than 0.85 when voids exceed 48%.

3. Not less than 0.68.

C. No changes or deviations from proportions or sources of supply without approval of ENGINEER.

D. No concrete may be placed on the job site until the mix design has been approved by ENGINEER in writing to the CONTRACTOR.

2.14 CONCRETE QUALITY:

A. Consistency:

1. Mortar shall cling to the course aggregate.

2. The aggregate shall not segregate during transport.

3. The concrete and mortar shall show no free water when removed from the mixer.

B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.

C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogenous mass.

D. Excessive bleeding shall be avoided.

E. Slump requirements shall be as follows:

Structural Concrete	Avg. Slump	MaxSlump
(a) Cased Drilled Shafts and Thin-walled Sections (9 inches or less) . . .	4	5
(b) Slabs, Caps, Column, Pipers, Wall Sections Over 9 inches, etc.	3	4
(c) Slip Form Paving	1/2	2
(d) Underwater or Seal Concrete	5	6
(e) Rip-Rap, Curb, Gutter and Other Miscellaneous Concrete	(As Specified by ENGINEER)	

NOTE: No concrete shall be permitted with slump in excess of the maximum shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

Class	Min.-Max.	Min. Comp.	Min. Beam	Max. Water	Coarse

Of Concrete	SX.Cement per C.Y.	Strength 28-day psi		Strength 7-day psi ****	Cement Ratio Item 2.1.1. (c)(4)	Aggr. No.
A	5.0	3000	500	6.5	2-3-4	
B	4.0	2000	330	8.0	2-3-4	
C*	6.0	3600	600	6.0	1-2-3**	
D	3.0	1500	250	11.0	2-3-4	
E	6.0	3000	500	7.0	2-3	
F	6.5	4200	700	5.5	2-3	
H***	6.5-8.0	As specified on plans		N.A.	5.5	3

*Entrained Air.
**No. 1 course aggregate may be used in foundations only (except cased drilled shafts).
***Prestressed Concrete.
****ASTM C 293 (Center Point)

2.15 GROUT

A. Non-Shrink:

1. Use pre-mixed non-shrink, Embeco Pre-Mixed Grout or Embeco Pre-Mixed Mortar by Master Builders Company or equal.

2. Keep water to a minimum for placing by the dry packing method.

B. Grout for Bonding:

1. 1 part cement to 1 1/2 parts sand by weight.

2. Keep water to a minimum.

PART 3 - EXECUTION

3.01 SUBGRADE:

A. Insure subgrade is true to line and grade and compacted as specified.

B. Fill and recompact any ruts or depressions.

C. Check cross section with a template.

D. Place moisture barrier or moisten subgrade prior to placing of concrete. Method to be approved by the ENGINEER.

3.02 FORMS:

A. Provide forms for all concrete work including footings and base slabs.

B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.

C. Forms shall be true, plumb and level with reasonably tight joints. Adequately support and brace forms.

D. Place anchors, inserts, bolts, sleeves and other devices indicated or required for the various portions of all the work.

E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.

F. Rough form finish as defined by ACI 301 permitted for concealed concrete.

G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.

H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.

B. Remove formwork for columns, walls, beam sides and other parts not supporting the weight of the concrete as soon as the concrete has hardened sufficiently to resist damage from removal operations.

C. Formwork for slabs, beam soffits and other parts supporting the weight of the concrete shall remain in place until the concrete has reached its specified 28-day strength.

D. Protect concrete from damage prior to acceptance.

E. Prohibit traffic until concrete is at least 10 days old.

F. Cure areas previously covered by forms.

3.04 MIXING CONCRETE:

A. Maintain all equipment, tools, and machinery used for hauling materials and performing any part of the work to insure completion of the work underway without excessive delays for repairs or replacement.

B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.

C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.

D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

E. The entire contents of the drum shall be discharged before any materials are placed.

F. Improperly mixed concrete will not be placed.

G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transit Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.

2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.

3. Concrete shall not be placed on the job after a period of 1 hours after the cement has been placed in the mixer, with mixer turning; 30 minutes without mixer tuning.

I. Continuous Volumetric Mix Concrete:

1. A mobile, continuous, volumetric mixer of the rotating puddle type may be used for when approved by ENGINEER.

2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

3. The mixers shall have adequate water supply and metering devices.

4. Calibration of these mixers will be required.

3.05 PLACING CONCRETE:

A. The minimum temperature of all concrete at the time of placement shall not be less than 50° F.

B. Clean transporting equipment, reinforcing and embedded items before placing concrete.

C. Batch trucks or paving equipment not permitted on prepared subgrade unless authorized by the ENGINEER based on actual job conditions.

D. Place no concrete until after inspections of forms by ENGINEER.

A. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

Air or Concrete Temperature	Maximum Time
Nonagitated Concrete	
80° F or above (26.6° C)	15 minutes
35° F or 79° F (1.6 to 26.1° C)	30 minutes
Agitated Concrete	
90° F or above (32.2° C)	45 minutes
75° F to 89° F (23.9 to 31.6° C)	60 minutes
35° F to 74° F (1.6 to 23.3° C)	90 minutes

F. Prevent segregation during placing.

G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerlines. Unusual sections and widths may be hand puddled and finished.

H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.

I. Place slab concrete over membrane waterproofing before waterproofing has become damaged or dirty.

J. Concrete placement will not be permitted when impending weather conditions will impair the quality of the work.

K. Slope horizontal surfaces of exterior concrete for drainage.

L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.

M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6 inches into preceding

layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

3.06 PLACING CONCRETE IN WATER:

A. Concrete shall be deposited in water only when specified on the plans or with written permission of the ENGINEER.

B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.

C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.

E. The concrete shall not be allowed to fall freely though the water nor shall it be disturbed after it has been placed. Its surface shall be kept approximately level during placement.

F. The tremie shall consist of a water-tight tube 14-inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

H. The placing operations shall be continuous until the work is complete.

I. Unless otherwise specified all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.07 JOINTS:

A. CONTRACTOR:

1. Extend entirely across flat slabs at locations shown.

2. Location where not shown; maximum spacing is:

a. Driveways: 10'.

b. Sidewalks: 4'.
c. Other flat slabs: 20 times slab thickness.

3. Saw depth not less than 1/4 slab thickness.,

B. Expansion:

1. Install where shown on the plans.

2. Location where not shown: all structures and features which project through, into or against slab.

3. Install according to manufacturer's recommendations, set material securely before placing concrete.

4. Install 1 inch width unless shown otherwise.

C. Filling Joints:

1. Fill not later than 14 days after sawing.

2. Fill immediately following cleaning.

3. Fill to 1/8" of surface.

4. Remove excess while material is still pliable.

5. Refill low areas where necessary.

6. Omit filling sidewalk joints.

3.08 FINISHING EXTERIOR FLAT WORK:

A. Strike off and float as required.

B. Check surface with ten foot straight edge, maximum variance allowed - 1/8".

C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.

D. Use edger on edges of slab.

E. Use hand finishing only when approved by ENGINEER.

3.09 FINISHING OTHER CONCRETE:

A. Interior floors: smooth, steel-trowled finish; use edger on exposed edges. Grind smooth defects which would telegraph through applied finish flooring.

B. Exterior walks and steps lightly broomed finish transverse to traffic flow; use edger on exposed edges.

C. Other Surfaces:

1. Remove fins, projections and loose material.

2. Clean surfaces of form oil.

3. Patch honeycomb, aggregate pockets, voids and holes as follows:

a. Chip out until sound concrete is exposed to minimum depth of 1 inch.

b. Prepare patching mortar with approximately two parts of normal Portland Cement, one part white cement, nine parts fine aggregate; vary proportions of aggregate as necessary to match color of adjacent concrete.

4. Fill holes left by form ties to within 1 inch of surface with non-shrink grout. Fill remainder with patching mortar specified hereinbefore.

5. Apply grout-cleaned finish to all exposed vertical surfaces. Wet surface and rub grout on surfaces with rubber or cork float. Scrape off excess grout and finish with brick rubbing or as approved by ENGINEER.

D. Coordinate required finish with ENGINEER.

3.10 CURING:

A. CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing; shall provide proper equipment and material in adequate amounts; and shall have approval of the proposed method, equipment and material prior to placing concrete.

B. All concrete shall be cured for a period of 4 curing days except as noted herein.

EXCEPTIONS TO 4-DAY CURING

Description	Required Curing
Upper Surfaces of Bridge Roadway, Median and Sidewalk Slabs and Top Slabs of Direct Traffic Culverts	8 Curing Days

A curing day is defined as a calendar day when the ambient temperature, taken in the shade away from artificial heat, is above 50 degrees Fahrenheit (10°C) for at least 19 hours, or the ambient temperature is 50 degrees or less; and if satisfactory provisions are made to maintain the temperature at all surfaces of the concrete above 40 degrees Fahrenheit (4.4°C) for the entire 24 hours.

C. Form Curing: when forms are left in contact with the concrete, other curing methods shall not be required except for cold-weather protection.

D. Water Curing: all exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet requirements for concrete mixing water.

1. Wet Mat:

a. Cotton mats shall be used for this curing method. The mats shall not be placed in contact with the concrete until such time that damage shall not occur to the surfaces

b. Damp burlap blankets made from 9-ounce stock may be placed on the damp concrete surface for temporary protection prior to the application of the cotton mats.

c. The mats may be placed dry and wetted down after placement.

d. Mat curing, expect for continuous placements, shall commence not later than three hours after finishing of the roadway slab.

e. The mats shall be weighted down adequately to provide continuous contact with all concrete surfaces where possible.

f. The surfaces of the concrete shall be kept wet for the required curing time.

g. Surfaces which cannot be cured by contact shall be enclosed with mats, anchored positively to the forms, or to the ground, so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet.

2. Water Spray. This method shall be accomplished by overlapping sprays or sprinklers, so that all unformed surfaces are kept continuously wet.

3. Ponding. This method requires the covering of the surface with a minimum of two inches (5 cm) of clean granular material, kept wet at all times; or water to a minimum depth of one inch (2.5 cm). Satisfactory provisions shall be made to provide a dam to retain the granular material or water.

E. Membrane Curing:

1. Unless otherwise shown on the plans, Type 2 membrane curing compound may be used where permitted.

2. Membrane shall be applied in a single, uniform coating at the rate of coverage recommended by the manufacturer and as approved by the ENGINEER, but not less than nine gallons per 210-feet (.0038M3 63M) of area. Tests for acceptance shall be at this specified rate.

3. Membrane curing shall not be applied to dry surfaces; but shall be applied to horizontal surfaces just before free moisture has disappeared.

4. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

STRUCTURE UNIT DESCRIPTION	REQUIRED		PERMITTED	
	Water for Complete Curing	Membrane for Interim Curing	Water for Complete Curing	Membrane for Interim Curing
1. Upper surfaces of bridge roadway; median, and sidewalk slabs; top slabs of direct traffic culverts; top surface of any concrete unit upon which concrete is to be placed and bonded at a later interval (stub walls, risers, etc.). Other super-structure concrete (curbs wing-walls, parapet walls, etc.)	X	X (Resin Basin)		
2. Top surface of precast and/or prestressed piling	X	X		
3. All substructure concrete, culverts, box sewers, inlets, manholes, retaining walls, riprap.			*X	*X

*Polyethylene sheeting or burlap polyethylene mats fastened to prevent outside air from entering shall be considered equivalent to water or membrane curing per this item.

5. When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane.

3.11 TESTING:

A. Furnish at least three cylinders or beams from each 40 cubic yard, or portion there of for test purposes unless otherwise directed by ENGINEER. Test one cylinder at 7 days, test second cylinder at 28 days and test third cylinder only if needed for confirmation of compression strength.

3.12 MISCELLANEOUS CONCRETE ITEMS:

A. Filling-in: fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Use non-shrink grout as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Equipment bases and foundations: provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of the manufacturer furnishing machines and equipment. Use non-shrink grout as shown on plans.

C. Steel pan stairs: provide concrete fill for steel pan stair treads and landing and associated items. Cast-in safety inserts and accessories as shown on drawings. Screed, tamp and finish concrete surfaces as scheduled.

D. Reinforced masonry: provide concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Cast-in-place concrete for the work shown on the plans shall be measured by the linear foot as specified in the plans and contract.

4.02 PAYMENT:

A. The accepted quantities of cast-in-place concrete shall be paid for at the unit bid price per linear foot.

B. The unit bid price shall be full compensation for furnishing, hauling, and mixing all concrete materials, including trial batches; placing, curing and finishing all concrete; for all grouting and joints; furnishing and placing all expansion and construction joints, except as provided in the plans; furnishing and placing metal flashing strips and waterstops; and for all forms and false-work, labor, tools, equipment and incidentals necessary to complete the work.

C. The preceding provisions for payment shall not be interpreted to provide payment for concrete in railing, piling, precast pre-stressed concrete units or other concrete items for which provision is otherwise made in the contract.

*** * * END OF SECTION * * ***

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions. Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT ST	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

Date _____

_____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Exhibit E-L

Contract Time Statement

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct. No.2

Hector "Tito" Palacios, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

"Road Re-Construction of Esperanza Estates Subdivision"

Hidalgo County Commissioner's Court

Ramon Garcia	-	County Judge
Joel Quintanilla	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Project Contractor: **2GS LLC**

Project Engineer: DOS LOGISTICS, INC.

AI-34154 **8. H.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Seeking approval of Change Order No. 1 with contractor Homer Alvarez dba Alvarez Construction for Las Brisas Estates Subdivision, Pct. No. 4 reflecting a net increase of $6,660.00 and addition of 154 construction days due to replacement of additional driveways as submitted through project engineer J. E. Saenz & Associates, Inc. (C-CAP-11-198-11-01).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-124-406-0-733

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

BUDGETARY IMPACT:

P.O.668124 available balance as of 9-14-12 $27,227.00

Account available balance as of 9-14-12 $18,731.08

Attachments

Change Order No.1 Las Brisas Subdivision

Contract - Las Brisas Estates Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/12/2012 10:53 AM
Purchasing Department	Marty Salazar	09/13/2012 01:51 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:55 PM
Manuel Chapa	Manuel Chapa	09/14/2012 11:32 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Marcie Jackson Started On: 09/11/2012 03:17 PM

Final Approval Date: 09/14/2012

CHANGE ORDER NUMBER ONE(1)

Project: Las Brisas Estates Subdivision

DATE OF ISSUANCE: August 20, 2012 EFFECTIVE DATE: September 18, 2012

OWNER: Hidalgo County Precinct No.4
OWNER'S CONTRACT NO: C-CAP-11-198-11-01

CONTRACTOR: Homer Alvarez dba Alvarez Construction
613 Ferguson Road
Donna, Texas 78537

ENGINEER: J.E. Saenz & Associates, Inc.
211 E. Wisconsin
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Description:

1. To replace concrete driveways with same instead of asphalt driveways.

Reason for Change Order:

1. Additional driveways (concrete) were located in lieu of asphalt driveways. A total of 111 SY of concrete driveways need to be addressed. The bid price is $60.00 SY with the county participating in $6.87 SY and Txdot at $53.13 SY. The amount is as follows:
   Txdot $ 5,897.43
   Pct.4 $ 762.57
   Total $ 6,660.00

Attachments: CO #1 Tabulation
Driveway Summary

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 27,227.00		Original Contract Time for Substantial Completion:	60 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 27,227.00		Contract Time prior to this Change Order Substantial Completion:	60 calendar days or dates
Net Increase(~~decrease~~) of this Change Order $ 6,660.00		Net Increase(~~decrease~~) of this Change Order	154 calendar days
Contract Price with all approved Change Orders $ 33,887.00	Net % increase(~~decrease~~)from original contract price. 24%	Contract Time with all approved Change Orders Substantial Completion:	214 (9/30/12) calendar days or dates

RECOMMENDED:
By: _____ Enigineer (Authorized Signature)
Date: 8/20/12

APPROVED:
By: _____ Owner (Authorized Signature)
Date: _____

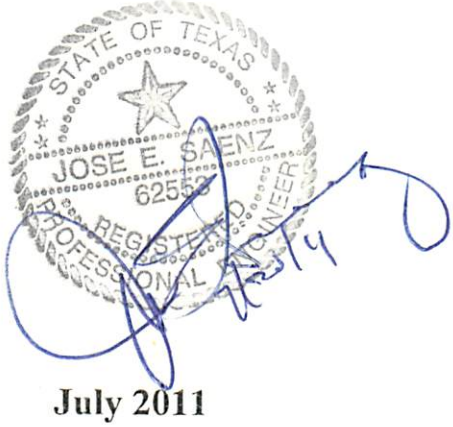
ACCEPTED:
By: _____ Contractor (Authorized Signature)
Date: 8-20-12

CHANGE ORDER No.1 TABULATION
HIDALGO COUNTY PRECINCT No.1
LAS BRISAS ESTATES SUBDIVISION
PROJECT C-CAP-11-198-11-01

ITEM NO.	ORIGINAL PLAN QUANTITY	CHANGE ORDER No1 QUANTITIES	UNIT	DESCRIPTION	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	ORIGINAL CONTRACT COST	CHANGE IN CONTRACT COST C.O.#1	REVISED CONTRACT COST AFTER C.O.#1
LAS BRISAS ESTATES SUBDIVISION				(906) DRAINAGE					
529	2801	2801	LF	18"X12" CONCRETE CURB & GUTTER	$7.00	$7.00	$19,607.00	$0.00	$19,607.00
530	92	203	SY	DRIVEWAYS (CON PAV)(PBR-1)	$60.00	$60.00	$5,520.00	$6,660.00	$12,180.00
465	28	28	SY	6' VALLEY GUTTER	$75.00	$75.00	$2,100.00	$0.00	$2,100.00
				LA BRISAS SUBDIVISION DRAINAGE SUB-TOTAL			$27,227.00	$6,660.00	$33,887.00
				LAS BRISAS ESTATES SUBDIVISION PROJECT TOTAL			**$27,227.00**	**$6,660.00**	**$33,887.00**

HIDALGO COUNTY PRECINCT #4
BORDER COLONIA ACCESS PROGRAM
ROUND 3

LAS BRISAS
CSJ# - 3C1080406



July 2011

Eng. 08.008

BID DOCUMENTS AND SPECIFICATIONS

J.E. SAENZ & ASSOCIATES, INC.
211 E WISCONSIN
EDINBURG, TEXAS 78539
(956) 383-2984

PURCHASING DEPARTMENT
County Of Hidalgo

July 25, 2011

RE:
ADDENDUM NO.1
FOR BID No.: CAP-11-198-08-03-YSI "DRIVEWAYS, VALLEY GUTTER, CURB & GUTTER FOR LAS BRISAS SUBDIVISION" Pct No. 4

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 2** in connection with **"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 4"** -request for bids for **"DRIVEWAYS, VALLEY GUTTER, CURB & GUTTER FOR LAS BRISAS SUBDIVISION".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 4 - DRIVEWAYS, VALLEY GUTTER, CURB & GUTTER FOR LAS BRISAS SUBDIVISION".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/ysi

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

July 25, 2011

"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 4 - DRIVEWAYS, VALLEY GUTTER, CURB & GUTTER FOR LAS BRISAS SUBDIVISION"
BID NO.: CAP-11-198-08-03-YSI

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **PRE-BID CONFERENCE DATE HAS BEEN CHANGED** TO AUGUST 03, 2011, THE TIME AND LOCATION REMAIN THE SAME.

No. 2 **BID OPENING DATE HAS CHANGED** BIDS WILL BE RECEIVED AND OPENED AT 9:30A.M. ON WEDNESDAY, AUGUST 10, 2011.

I, Homero Alvarez, acknowledge receipt of ADDENDUM NO. 1 dated, July 25, 2011 for RFB- HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 4 - DRIVEWAYS, VALLEY GUTTER, CURB & GUTTER FOR LAS BRISAS SUBDIVISION

Homero Alvarez
Printed Bidder Name

7-28-11
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET IN ORDER TO COMPLETE THE BID.

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CAP-11-198-08-03-YSI
LAS BRISAS SUBDIVISION

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2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
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5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    a. Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    a. Technical Specifications
    b. Hidalgo County Specifications as per 340
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17) **Exhibit B**
    a. Debarment
    b. W-9
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    d. Conflict of Interest Memo
    e. Conflict of Interest Form
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18) **Exhibit D Border Wage Rates**
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19) **Exhibit E**
    a. Checklist
    b. Change Order
    c. Payment of Application
    d. Estimate Quantity Update
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h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
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o. Quantity Work Sheet
p. Retainage Release TXDOT Final Inspection letter

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REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 4 with sealed bids on:

CAP-11-198-08-03-YSI "DRIVEWAYS, VALLEY GUTTER, CURB & GUTTER FOR LAS BRISAS SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of J.E. SAENZ & ASSOCIATES, INC. Phone No. **(956) 383-2984** for the amount of **$100.00**. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, JULY 27, 2011** at **2:30 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-11-198-08-03-YSI "DRIVEWAYS, VALLEY GUTTER, CURB & GUTTER FOR LAS BRISAS SUBDIVISION"**on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on WEDNESDAY, AUGUST 03, 2011** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.).

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **12TH day of July, 2011**
MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: CAP-11-198-08-03-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY – BORDER COLONIA ACCESS PROGRAM PRECINCT 4 DRIVEWAYS, VALLEY GUTTER, CURB & GUTTER FOR LAS BRISAS SUBDIVISION CAP-11-198-08-03-YSI"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-CAP-11-198-08-03-YSI "HIDALGO COUNTY- BORDER COLONIA ACCESS PROGRAM PRECINCT 4 DRIVEWAYS, VALLEY GUTTER, CURB & GUTTER FOR LAS BRISAS SUBDIVISION CAP-11-198-08-03-YSI"** and in County's Purchasing Department, New Administration Building, 2812 S Business Hwy 281, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 3, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-CAP-11-198-08-03-YSI LAS BRISAS SUBDIVISION".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in

its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. Hidalgo County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

17. 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

18. 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 BORDER COLONIA ACCESS PROGRAM PRECINCT 4 DRIVEWAY, VALLEY GUTTER, CURB & GUTTER FOR LAS BRISAS SUBDIVISION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Marcie Jackson, Administrative Assistant
Hidalgo County Colonia Access Program
301 East State
Pharr, Texas 78577
(956) 787-1891

19. Schedule of Events

Bid Opening, 9:30 AM	**_____, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY
LAS BRISAS SUBDIVISION
BID NO.: CAP-11-198-08-03-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Homero Alvarez d/b/a Alvarez Construction.
Address: 613 Ferguson Rd Donna TX 78537
By: [signature]
Printed Name: Homero Alvarez
Title: Owner

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 4 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner a the Hidalgo County Purchasing Department until Wednesday , August 3, 2011 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 4 Border Colonia Access Program.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): Border Access Colonia Project Round 3
Grant No. CAP-11-198-08-03-YSI
LAS BRISAS SUBDIVISION

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within 90 **consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $ 250 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to J.E. Saenz & Associates Inc. 211 E. WISCONSIN, EDINBURG, TEXAS 78539 attn: Jose E. "Eddie" Saenz, P.E. and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID FORM

BID FORM

HIDALGO COUNTY PRECINCT NO 4
BORDER COLONIA ACCESS PROJECT ROUND 3
CAP-10-397-12-29-YSI LAS BRISAS SUBDIVISION

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
Sample						
100	20.87	STA	Preparing Row	Three Hundred Dollars Fifty Cents	$300.50	$6,271.44
DRAINAGE						
529	2801	LF	18"X12" Concrete Curb & Gutter	SEVEN Dollars ZERO Cents	$ 7.00	$ 19,607.00
530	92	SY	Driveways (Conc Pav)(PBR-1)	SIXTY Dollars ZERO Cents	$ 60.00	$ 5,520.00
465	28	SY	6' Valley Gutter	SEVENTY FIVE Dollars ZERO Cents	$ 75.00	$ 2,100.00

Drainage Subtotal	$27,227.00

Bid Total	$ 27,227.00

OPENED 8/10-11

Witnessed 9:56am

BIDDER/COMPANY NAME: HOMERO ALVAREZ d/b/a ALVAREZ CONSTRUCTION

AUTHORIZED SIGNATURE: Homero Alvarez

PRINTED NAME: HOMERO ALVAREZ

TITLE: OWNER

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of 5% of Greatest Bid Amount Dollars (5% of GBA), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	7-25-11	HOMERO ALVAREZ	#2		
#3			#4		

Respectfully submitted,

ALVAREZ CONSTRUCTION
Name of Firm

By: _____ 08-08-11
Signature Date

OWNER
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

613 FERGUSON RD.
Address

DONNA, TX 78597

956-461-6800
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

HIDALGO COUNTY PRECINCT #4 BORDER ACCESS COLONIA PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
CONTRACT NO: C-CAP-11-198-11-01

This Agreement, entered into this **01st** day of **NOVEMBER, 2011**, by and between Hidalgo County, (hereinafter called the "OWNER," and **HOMERO ALVAREZ d/b/a ALVAREZ CONSTRUCTION**, of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR.

WITNESSETH:

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described follows:

LAS BRISAS SUBDIVISION

Hereinafter called the project, for the sum of **Twenty Seven Thousand Two Hundred Twenty-Seven dollars and 00/100 ($27,227.00)** and all extra work in connection therewith under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **J.E. Saenz & Associates, Inc.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, 12/12/, 2011.

CONTRACTOR: Homero Alvarez
Print Name & Title: Homero Alvarez, Owner
Name of Firm: Alvarez Construction

Address: 613 Ferguson Rd
Donna TX 78537
Fed I.D. #/SS #: 74-2681533

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 10th day of November, 2011, by Owner (Title) Of and on behalf of Alvarez Construction (A ~~corporation~~) Sole Proprietor

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

Norma Vera
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: [signature]

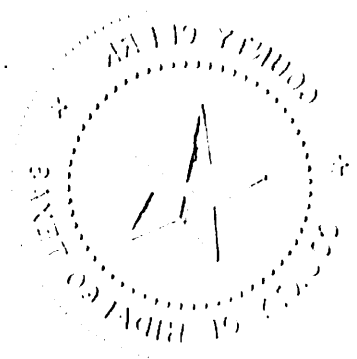
ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 12/12/11



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

Homero Alvarez, being first duly sworn, deposes and says that:

(1) He is Owner - of Alvarez Construction, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Homero Alv

Owner
(Title)

Subscribed and sworn to before me on this 8th

Day of August 2011

Norma Vera

Notary Public, State of Texas

Title

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

INSURORS INDEMNITY Companies P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)

Bond Number: CNB-13559-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Homero Alvarez bda Alvarez Construction, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the Hidalgo County (hereinafter called the Obligee), in the amount of Twenty Seven Thousand Two Hundred Twenty Seven Dollars ($27,227.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the 1st day of November, 2011, for the construction of C- CAP-11-198-11-01; Las Brisas Subdivision.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company P.O. Box 2683 Waco, TX 76702-2683	Or	Insurors Indemnity Company 225 South Fifth Street Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

1) Proceed to arrange for completion of the work by either:

   A) Taking over the work; or
   B) Financing the Principal; or
   C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
   D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;

2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and

3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, mycrotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 15th day of November, 2011.

APPROVED AS TO FORM:

By:_____ Obligee (Seal)

PRINCIPAL: Homero Alvarez bda Alvarez Construction
(Seal)

By: Homero Alvarez dba Alvarez Construction
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By:
Andy Alvarez, Attorney-in-Fact

INSURORS INDEMNITY
Companies

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-13559-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint Andy Alvarez of the City of McAllen, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Thomas G. Chase
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 8th day of July, 2009, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm Exp 05/21/2013

Sherri Whitehouse
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 15th day of November, 2011.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Homero Alvarez, authorized representative for Alvarez Construction,
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.

Homero Alv
Authorized Representative

8-8-11
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Homero Alvarez, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: W.C. clns, G.L. clns, Auto clns, Bid Bond, Paymt. & Perform Bd.

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.

Homero Alv
Authorized Signature

8-8-11
Date

Alvarez Construction
Company

618 Ferguson Rd
Address

Donna, TX 78537
City, State, Zip

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2011

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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
HOMERO ALVAREZ
DBA: ALVAREZ CONSTRUCTION
613 FERGUSON ROAD
DONNA TX 78537-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN HALLMARK INSURANCE	
INSURER B: REPUBLIC VANGUARD	
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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-IECT [ ] LOC	44CL461479-02	09/11/2011	09/11/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	44CL461479-02	09/11/2011	09/11/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	RVL102274	04/21/2011	04/21/2012	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
JOB: DRIVEWAY, VALLEY GUTTER, CURB AND GUTTER, FOR LAF BRISAS SUBDIVISON.

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S HWY BUSINESS 281
EDINBURG TX 78539-

CANCELLATION AI 105921

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

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SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 11/18/2011

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

APPLICANT NAME AND MAILING ADDRESS

ALVAREZ CONSTRUCTION
613 FERGUSON ROAD
DONNA TX 78537-
(956)461-6800

CLIENT ID 102812

POLICY 44CL461479-02 09/11/2011 to 09/11/2012

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
1999	FORD	F350 TRUCK	1FTSW31F0XEC93424	014890	
1994	HOMEMADE	TRAILER	TR279914		
1993	FREIGHTLINER	TRAILER	1FUYDSYB3PP481879		
1984	NUTT FLAT BED	TRAILER	NMC235EXXD3950580		

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 11/18/2011

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

APPLICANT NAME AND MAILING ADDRESS

ALVAREZ CONSTRUCTION
613 FERGUSON ROAD
DONNA TX 78537-
(956)461-6800

CLIENT ID 102812

POLICY 05545295-5 11/30/2011 to 11/30/2012

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2007	FORD	F350	1FTWW31PX7EA07069		
2006	FORD	EXPEDITION	1FMPU17566LA90610		
2002	FORD	F150	1FTRW07622KE36209		

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GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm ___ J.E. Saenz & Associates Inc.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

EJCDC No. 1910-8 (1996 Edition)

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*–Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*–The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*–The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*–The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*–Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*–A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*–The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*–The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*–The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*–The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in it's entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

GENERAL NOTES AND STANDARD SPECIFICATIONS

Technical Specifications

SECTION 03100 - CONCRETE FORMWORK

PART 1 GENERAL

SECTION INCLUDES:

Formwork for cast-in-place concrete, with shoring, bracing and anchorage.

Openings for other work.

Form accessories.

Form stripping.

RELATED SECTIONS

Section 03200. Concrete Reinforcement.

Section 03300. Cast-in-Place Concrete.

REFERENCES

ACI 347- Recommended Practice For Concrete FORMWORK.

PS-1- Construction and Industrial Plywood.

DESIGN REQUIREMENTS

Design, engineer and construct FORMWORK, shoring and bracing to conform to design and code requirements; resultant concrete to conform to required shape, line and dimension, as indicated on plans.

QUALITY ASSURANCE

Perform Work in accordance with ACI 347.

Maintain one copy of each document on site.

QUALIFICATIONS

Design FORMWORK under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed at the place where the Project is located in the State of Texas.

REGULATORY REQUIREMENTS

Conform to applicable code for design, fabrication, erection and removal of FORM WORK.

DELIVERY, STORAGE, AND HANDLING

Deliver, store, protect and handle products to site under provisions of the Contract.

Store off ground in ventilated and protected manner to prevent deterioration from moisture.

COORDINATION

Coordinate work under provisions of the Contract.

Coordinate this Section with other Sections of work, which require attachment of components to FORMWORK.

If FORMWORK is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Engineer before proceeding.

PART 2 PRODUCTS

WOOD FORM MATERIALS

Form Materials: At the discretion of the Contractor.

PREFABRICATED FORMS

Preformed Steel Forms: Minimum 16 gage matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

Glass Fiber Fabric Reinforced Plastic Forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

Tubular Column Type: Round, spirally wound laminated fiber material, surface treated with release agent, non-reusable, of sizes required; and as indicated on plans.

FORMWORK ACCESSORIES

Form Ties: Snap-off type, galvanized metal, fixed or adjustable length, with waterproofing washer, free of defects that could leave holes in concrete surface.

Form Release Agent: Colorless mineral oil, which will not stain concrete, or absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.

Corners: Filleted and chamfered, rigid plastic or wood strip type, size as indicated on plans using maximum possible lengths.

Dovetail Anchor Slot: Galvanized steel, 22-gauge thick, foam filled or non-filled as indicated on plans, release tape sealed slots, anchors for securing to concrete FORMWORK.

Nails, Spikes, Lag Bolts, Through Bolts, Anchorages:
Sized as required, of sufficient strength and character to maintain FORM WORK in place while placing concrete.

Water stops: Rubber or Polyvinyl chloride, minimum 1,750 psi tensile strength, minimum 50 degrees F (46 degrees C) to plus 175 degrees F (79 degrees C) working temperature range, width indicated on plans, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.

PART 3 EXECUTION

EXAMINATION

Verify lines, levels and centers before proceeding with FORM WORK. Ensure that dimensions agree with Drawings.

EARTH FORMS

Hand trim sides and bottom of earth forms. Remove loose soil prior to placing concrete.

ERECTION, FORMWORK

Erect FORMWORK, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.

Provide bracing to ensure stability of FORMWORK. Shore or strengthen FORM WORK subject to over stressing by construction loads.

Arrange and assemble FORMWORK to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

Align joints and make watertight. Keep form joints to a minimum.

Provide fillet and chamfer strips on external corners.

APPLICATION, FORM RELEASE AGENT

Apply form release agent on FORMWORK in accordance with manufacturer's recommendations.

Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings, which are effected by the agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

INSERTS, EMBEDDED PARTS, AND OPENINGS

Provide formed openings where required for items to be embedded in or passing through concrete work.

Locate and set in place items, which will be cast directly into concrete.

Coordinate work of other Sections in forming and placing openings, slots, reglets, recesses, chases, sleeves, bolts, anchors, and other inserts.

Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.

Install water stops continuous without displacing reinforcement. Heat seal joints watertight.

Provide temporary ports or openings in FORMWORK where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

Close temporary openings with watertight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
FORM CLEANING

Clean and remove foreign matter within forms as erection proceeds.

Clean formed cavities of debris prior to placing concrete.

Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

During cold weather, remove ice and debris from within forms. Do not use de-icing salts or water to clean out forms, unless FORMWORK and concrete construction proceed within heat enclosure. Use compressed air or other means to remove foreign matter.

FORM WORK TOLERANCES

Construct FORMWORK to maintain tolerances required by ACI 301.

Camber slabs and beams 1/4 inch per 10 feet in accordance with ACI 301 and as indicated on plans.

FIELD QUALITY CONTROL

Inspect erected FORMWORK, shoring, and bracing to ensure that work is in accordance with FORMWORK design, and that supports, fastenings, wedges, ties, and items are secure.

FORM REMOVAL

Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

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SECTION 03200 - CONCRETE REINFORCEMENT

PART 1 GENERAL

SECTION INCLUDES

Furnish all labor, materials, tools, equipment, and related items required to fabricate and place reinforcement for cast-in-place concrete including reinforcing steel bars, wire fabric and accessories for cast-in-place concrete.

RELATED SECTIONS

Section 03100, Concrete Formwork.

Section 03300, Cast-in-Place Concrete.

REFERENCES

ACI 301- Structural Concrete for Buildings.

ACI 318- Building Code Requirements For Reinforced Concrete.]

ACI SP66- American Concrete Institute- Detailing Manual.

ANSI/ASTM A82- Cold Drawn Steel Wire for Concrete Reinforcement.

ANSI/ASTM A184- Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.

ANSI/ASTM A185- Welded Steel Wire Fabric for Concrete Reinforcement.

ANSI/ASTM A496- Deformed Steel Wire Fabric for Concrete Reinforcement.

ANSI/ASTM A497- Welded Deformed Steel Wire Fabric for Concrete Reinforcement.

ANSI/AWS D1.4- Structural Welding Code for Reinforcing Steel.

ANSI/AWS D12.1- Reinforcing Steel Welding Code.

ASTM A615- Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

ASTM A616- Rail Steel Deformed and Plain Bars for Concrete Reinforcement.

ASTM A617- Axle Steel Deformed and Plain Bars for Concrete Reinforcement.

ASTM A704- Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.

ASTM A706- Low-Alloy Steel Deformed Bars for Concrete Reinforcement.

ASTM A767- Zinc-Coated (Galvanized) Bars for Concrete Reinforcement.

ASTM A775- Epoxy-Coated Reinforcing Steel Bars.

ASTM D3963- Epoxy-Coated Reinforcing Steel.

AWS D12.1- Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete

Construction.

CRSI- Concrete Reinforcing Steel Institute Manual of Practice.

CRSI 63- Recommended Practice For Placing Reinforcing Bars.

CRSI 65- Recommended Practice For Placing Bar Supports, Specifications and Nomenclature.

SUBMITTALS

Submit under provisions of the Contract and as requested by the Engineer.

Shop Drawings: Indicate bar sizes, spacing, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices. Including splicing and laps of rod and shapes.

Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

QUALITY ASSURANCE

Perform Work in accordance with CRSI 63, 65 and Manual of Practice; ACI 301; ACI SP66; ACI 318; ANSI/ASTM A184.

Submit certified copies of mill test report of reinforcement materials analysis.

Provide Engineer with access to fabrication plant to facilitate inspection of reinforcement. Provide notification of commencement and duration of shop fabrication in sufficient time to allow inspection.

Allowable tolerances:

Fabricating:
Sheared length - plus or minus one inch.
Stirrups and ties - plus or minus one-half inch.
Members more than eight inches but not over two feet deep - plus or minus one-half inch.
Members more than two feet deep - plus or minus one inch.
Crosswise of members - space evenly within two inches of stated separation.
Lengthwise of members - plus or minus two inches.

COORDINATION

Coordinate work under provisions of the Contract.

Coordinate with placement of formwork, formed openings and other Work.

PART 2 PRODUCTS

REINFORCEMENT

Reinforcing Steel: ASTM A615, 40 or 60 ksi yield grade; billet steel bars, domestic manufacturer, plain finish and as indicated on plans.
Reinforcing Steel Mat: ASTM A704, ASTM A615, 40 or 60 ksi yield grade; steel bars or rods, plain finish and as indicated on plans.

Stirrup Steel: ANSI/ASTM A82, plain finish and as indicated on plans.

Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets or coiled rolls; plain finish and

as indicated on plans.

ACCESSORY MATERIALS

Tie Wire: Minimum 16-gauge black annealed steel type.

Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.

Special Chairs, Bolsters, Bar Supports, and Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic coated steel or Stainless steel type; size and shape as required.

FABRICATION

Fabricate concrete reinforcing in accordance with CRSI Manual of Practice; ACI SP66; ACI 318; ANSI/ASTM A184.

Weld reinforcement in accordance with ANSI/AWS D1.4; ANSI/AWS D12.1.

Galvanized or Epoxy Coated Reinforcement: Clean surfaces, weld and re-protect welded joint in accordance with manufacturer's instructions.

Locate reinforcing splices not indicated on Drawings, at point of minimum stress. Review location of splices with Engineer.

PART 3 EXECUTION

PLACEMENT

Place, support and secure reinforcement against displacement. Do not deviate from required position.

Do not displace or damage vapor barrier.

Accommodate placement of formed openings.

Maintain concrete cover around reinforcing as indicated on plans.

FIELD QUALITY CONTROL

Field inspection may be performed under provisions of the Contract.

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SECTION 03300 – CAST-IN-PLACE CONCRETE

PART 1 GENERAL

SECTION INCLUDES

Cast-in-place concrete for inlets, flow control boxes, meter vaults, manhole structures, tanks, thrust blocks, slabs on grade, and as indicated on plans.

RELATED SECTIONS

Section 03100. Concrete Formwork: Formwork and accessories.

Section 03200. Concrete Reinforcement.

REFERENCES

ACI 301- Structural Concrete for Buildings.

ACI 302- Guide for Concrete Floor and Slab Construction.

ACI 304- Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.

ACI 305R- Hot Weather Concreting.

ACI 306R- Cold Weather Concreting.

ACI 308- Standard Practice for Curing Concrete.

ACI 3 Building Code Requirements for Reinforced Concrete.

ANSI/ASTM D1190- Concrete Joint Sealer, Hot-Poured Elastic Type.

ANSI/ASTM D1751- Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).

ANSI/ASTM D1752- Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

ASTM C33- Concrete Aggregates.

ASTM C94- Ready-Mixed Concrete.

ASTM C150- Portland cement.

ASTM C260- Air Entraining Admixtures for Concrete.

ASTM C330- Light Weight Aggregates For Structural Concrete.

ASTM C494- Chemicals Admixtures for Concrete.

ASTM C618- Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.

SUBMITTALS

Submit under provisions of the Contract and as requested by Engineer.

Product Data: Provide data on joint devices, attachment accessories, admixtures and mix design.

Samples: Submit two 6-inch long samples of expansion/contraction joint and control joint.

Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent Work.

PROJECT RECORD DOCUMENTS

Submit under provisions of the Contract.

Accurately record actual locations of embedded utilities and components, which are concealed from view.

QUALITY ASSURANCE

Perform Work in accordance with ACI 301.

Maintain one-copy copies of each document on site.

Acquire cement and aggregate from same source for all work.

Conform to ACI 305R when concreting during hot weather.

Conform to ACI 306R when concreting during cold weather.

COORDINATION

Coordinate work under provisions of the Contract.

Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

CONCRETE MATERIALS

Cement: ASTM C150, Type I - Normal; Type IA - Air Entraining; Type II - Moderate; Type IIA - Air Entraining; Type III - High Early Strength; Type IIIA - Air Entraining; Type IV - Low Heat of Hydration; Type V - Sulphate Resistant; Portland type and as indicated on plans.

Fine Aggregates: ASTM C33; clean, hard, durable, uncoated, natural sand free from silt, loam or clay.

Coarse Aggregates: ASTM C33; hard, durable, uncoated, crushed, stone gradation sized in accordance with size No. 57 unless otherwise approved in mix design. Maximum aggregate size in accordance with ACI 318.

Water: Clean and free from oil, acid, alkalies, or other impurities not detrimental to concrete.

ADMIXTURES

Air Entrainment: ASTM C260.

Chemical: ASTM C494, Type A - Water Reducing; Type B - Retarding; Type C - Accelerating; Type D - Water Reducing and Retarding; Type E - Water Reducing and Accelerating; Type F - Water Reducing, High Range; Type G - Water Reducing, High Range and Retarding admixture.

Fly Ash: ASTM C618; maximum 2% loss on ignition.

ACCESSORIES

Bonding Agent: Polymer resin emulsion; Polyvinyl Acetate; Latex emulsion; Two component modified epoxy resin; n-solvent two component polysulphide epoxy; Mineral filled polysulphide polymer epoxy; Mineral filled polysulphide polymer epoxy resin; Versamid cured epoxy; as indicated on plans.

Vapor Barrier: 6 mil thick clear polyethylene film, type recommended for below grade application; as indicated on plans.

Non-Shrink Grout: Premixed compound consisting of non metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi. in 48 hours and 7,000 psi. in 28 days.

JOINT DEVICES AND FILLER MATERIALS

Joint Filler Type A: ASTM D1751; ASTM D994; Asphalt impregnated fiberboard or felt, 1/4 inch thick; tongue and groove profile; as indicated on plans.

Joint Filler Type B: ASTM D1752; Closed cell; polyvinyl chloride; molded vinyl; foam, resiliency recovery of 95 percent if not compressed more than 50 percent of original thickness; as indicated on plans.

Joint Filler Type C: ASTM D1752; Pre-molded sponge rubber, fully compressible with recovery rate of minimum 95 percent; as indicated on plans.

Construction Joint Devices: Integral galvanized steel or extruded plastic; to required thickness, formed to tongue and groove profile, with removable top strip exposing sealant trough, knockout holes spaced at 6 inches, ribbed steel spikes with tongue to fit top screed edge; as indicated on plans.

Expansion and Contraction Joint Devices: ASTM B221 alloy, extruded aluminum; resilient elastomeric; vinyl; neoprene; filler strip with a Shore A hardness of 35 to permit plus or minus 25 percent joint movement with full recovery; extruded aluminum or vinyl cover plate, of longest manufactured length at each location, flush or recessed mounted; color as selected or indicated on plans.

Sealant: ASTM D1190; Hot applied, rubber; synthetic rubber; asphalt; polymer based asphalt; coal tar and rubber; compound.

CONCRETE MIX

Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.

Provide concrete to the following mix design:

Strength: Concrete is classified and specified by ultimate compressive strength at age 28 days.

Proportions: Proportions of cement, aggregate, and water to attain required plasticity and compressive strength shall be in accordance with ACI 318. Do not make changes in proportions

without Engineer's approval.

Concrete to yield following characteristics:

Type A- 4,000 psi at 28 days, Minimum Slump 3 inches, and maximum slump 5 inches.

As indicated on plans.

Use accelerating admixtures in cold weather only when approved by Engineer.

Use of admixtures will not relax cold weather placement requirements.

Use calcium chloride only when approved by Engineer.

Use set retarding admixtures during hot weather only when approved by Engineer.

Add air-entraining agent to normal weight concrete mix for work exposed to exterior.

PART 3 EXECUTION

EXAMINATION

Verify site conditions under provisions of Contract.

Verify requirements for concrete cover over reinforcement.

Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

PREPARATION

Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.

In locations where new concrete is doweled to existing work, drill holes in existing concrete; insert steel dowels and pack solid with non-shrink grout.

PLACING CONCRETE

Place concrete in accordance with ACI 304; ACI 301; or ACI 318.

Notify Engineer minimum 24 hours prior to commencement of operations.

Ensure reinforcement, inserts, embedded parts, formed joint fillers, joint devices and related appurtenances are not disturbed during concrete placement.

Install vapor barrier under interior slabs on grade. Lap joints minimum 6 inches and seal watertight by sealant applied between overlapping edges and ends or taping edges and ends.

Repair vapor barrier damaged during placement of concrete reinforcing. Repair with vapor barrier material; lap over damaged areas minimum 6 inches and seal watertight.

Install joint fillers, primer and sealant in accordance with manufacturer's instructions.

Separate slabs on grade from vertical surfaces with ½ inch thick joint filler.

Extend joint filler from bottom of slab to within ½ inch of finished slab surface.

Install joint devices in accordance with manufacturer's instructions.

Install construction joint device in coordination with floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.

Install joint device anchors. Maintain correct position to allow joint cover flush with floor and wall finish.

Install joint covers in one piece or longest practical length, when adjacent construction activity is complete.

Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

Place concrete continuously between predetermined expansion, control, and construction joints.

Do not interrupt successive placement; do not permit cold joints to occur.

Place floor slabs in checkerboard pattern indicated.

Saw cut joints within 24 hours after placing. Using 3/16-inch thick blade, cut into 1/4 depth of slab thickness.

Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/4 inch in 10 ft or as indicated on plans.

CONCRETE FINISHING

Provide formed concrete surfaces to be left exposed, concrete walls, columns, beams, joists, with smooth rubbed; sand float; sack rubbed finish as indicated on plans.

Finish concrete floor surfaces in accordance with ACI 301.

Wood float surfaces which will receive, quarry tile, ceramic tile, or terrazzo with full bed setting system.

Steel trowel surfaces, which will receive carpeting, resilient flooring, seamless flooring, thin set quarry tile, or thin set ceramic tile.

Steel trowel surfaces, which are scheduled to be exposed.

In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains 1/4 inch per foot nominal or otherwise as indicated on Plans.

CURING AND PROTECTION

Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

FIELD QUALITY CONTROL

Field inspection and testing may be performed in accordance with ACI 301 and under provisions of the Contract or upon request of the Engineer.

Provide free access to Work and cooperate with appointed firm.

Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.

Tests of cement and aggregates may be performed to ensure conformance with specified requirements.

Three concrete test cylinders will be taken for every 75 or less or 100 or less cu yds. of each class of concrete placed.

One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.

One slump test will be taken for each set of test cylinders taken.

PATCHING

Allow Engineer to inspect concrete surfaces immediately upon removal of forms.

Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.

Patch imperfections as directed and in accordance with ACI 301.

DEFECTIVE CONCRETE

Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

The Engineer will determine repair or replacement of defective concrete.

Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

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GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

FOR THE PURPOSE OF CONSTRING THIS PROPOSAL AND THE ATTACHED FORM OF CONTRACT, THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, AS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON MARCH 1, 1993, HEREAFTER REFERRED TO ARE APPROVED AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES BY HIDALGO COUNTY AS OFFICIAL SPECIFICATIONS, TOGETHER WITH AND TO BE MODIFIED BY THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS ARE LISTED HEREIN:

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

SPECIAL PROVISION

530---012

Driveways and Turnouts

For this project, Item 530, "Driveways and Turnouts," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 530.3. Construction Method is supplemented by the following:

Where sidewalks cross and connect to driveways or turnouts, abrupt changes in sidewalk elevation shall not exceed ¼ inch and sidewalk cross slope shall not exceed 2%.

Article 530.5. Payment is voided and replaced by the following:

530.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Driveways (Asphaltic-Concrete Pavement)", "Driveways (Surface Treatment)", "Turnouts (Asphaltic-Concrete Pavement)" or "Turnouts (Surface Treatment)" of the design type specified. This price shall be full compensation for furnishing all materials required; all labor, tools, equipment, all excavation and hauling of excavated material, and all royalty, sprinkling, compacting and incidentals necessary to complete the work except that drainage structures will be measured and paid for in accordance with the pertinent bid items. Sidewalks that cross and connect to an Asphaltic Concrete Pavement or Surface Treatment driveway or turnout will be measured and paid for in accordance with Item 531, "Sidewalks".

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Driveways (Concrete)", "Turnouts (Concrete)" of the design type specified. This price shall be full compensation for furnishing all materials required; all labor, tools, equipment, all excavation and hauling of excavated material, and all royalty, sprinkling, compacting and incidentals necessary to complete the work, including any crossing sidewalk, except that drainage structures will be measured and paid for in accordance with the pertinent bid items.

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: Homero A
Print Name: Homero Alvarez
Title: Owner
Telephone Number: 956-464-6800
Date: 08-8-11

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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)
Homero Alvarez

Business name, if different from above
Alvarez Construction

Check appropriate box: ☒ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
613 Ferguson Rd

Requester's name and address (optional)

City, state, and ZIP code
Donna TX 78537

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
7	4	2	6	1	6	5	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Homero Alv Date ▶ 11-10-11

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Homero Alvarez Telephone No. (956) 461-6800

dba Name: Alvarez Constuction

Legal Name:

Mailing Address : 613 Ferguson Rd Fax No. (956) 461-6808

Physical Address: Same

City, State, Zip Donna TX 78537 Tax I.D. No.

Remit to Address : Same City, State, Zip

E-Mail Address: alvarez_const23@aol.com

Representative(s) Name(s) & Title(s) Homero Alvarez, Owner

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 Construction.

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Homero Alvarez, Owner Norma Vera Secty.

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.:

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:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2011 02260728

Instrument Number: 2011-2260728

As
Recording

Recorded On: November 28, 2011

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

** Examined and Charged as Follows: **

Recording	16.00
Total Recording:	16.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-2260728

Receipt Number: 1238953

Recorded Date/Time: November 28, 2011 04:13P

User / Station: M Cantu - Cash Station 03

Record and Return To:

ALVAREZ CONSTRUCTION
613 FERGUSON ROAD
DONNA TX 78537

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

2260728

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.**

Homero Alvarez d/b/a Alvarez Construction

2 ☒ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

None

4

Homero Alv, Homero Alvarez

Signature of person doing business with the governmental entity

November 22, 2011

Date

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 8 day of 8, 20 11.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

GENERAL DECISION: **TX20070029** 02/09/2007 TX29

Date: February 9, 2007
General Decision Number: **TX20070029** 02/09/2007

Superseded General Decision Number: TX20030029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

Modification Number	Publication Date
0	02/09/2007

* SUTX2005-004 01/05/2005

	Rates	Fringes
Asphalt Distributor Operator	$ 9.57	0.00
Asphalt paving machine operator	$ 9.73	0.00
Asphalt Raker	$ 7.50	0.00
Asphalt Shoveler	$ 9.35	0.00
Broom or Sweeper Operator	$ 7.55	0.00
Bulldozer operator	$ 9.28	0.00
Carpenter	$ 10.20	0.00
Concrete Finisher, Paving	$ 10.73	0.00
Concrete Finisher, Structures	$ 9.59	0.00
Concrete Rubber	$ 9.87	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	$ 10.83	0.00
Flagger	$ 7.40	0.00
Form Builder/Form Setter, Structures	$ 9.16	0.00
Form Setter, Paving & Curb	$ 10.50	0.00
Foundation Drill Operator, Truck Mounted	$ 12.50	0.00
Front End Loader Operator	$ 8.61	0.00
Laborer, common	$ 7.69	0.00
Laborer, Utility	$ 9.05	0.00
Mechanic	$ 10.81	0.00
Motor Grader Operator, Fine Grade	$ 11.91	0.00
Motor Grader Operator, Rough	$ 11.27	0.00
Pipelayer	$ 8.44	0.00
Reinforcing Steel Setter	$ 10.44	0.00
Roller Operator, Pneumatic, Self-Propelled	$ 7.16	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 7.17	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 8.00	0.00

Scraper Operator	$ 8.61	0.00
Servicer	$ 8.81	0.00
Tractor operator, Pneumatic	$ 8.50	0.00
Traveling Mixer Operator	$ 8.30	0.00
Truck driver, lowboy-Float	$ 10.82	0.00
Truck driver, Single Axle, Heavy	$ 9.43	0.00
Truck driver, Single Axle, Light	$ 9.19	0.00
Truck Driver, Tandem Axle, Semi-Trailer	$ 8.01	0.00
Welder	$ 10.31	0.00
Work Zone Barricade Servicer	$ 8.40	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	
2. Net change by Change Order and Written Agreements(+or-):	
3. Current Contract Price (1 plus 2):	
4. Total completed and stored to date:	
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	
6. Total completed and stored to date less retainage (4 minus 5)	
7. Less previous Application for Payments:	
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Estimate Quantity Update Worksheet

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1
Work Type: Paving & Drainage
Limits:
From:
To:

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH MONTHLY QUANTITY	FIRST MONTH QTY to Date	FIRST MONTH Item Cost (Monthly)	SECOND MONTH MONTHLY QUANTITY	SECOND MONTH QTY to Date	SECOND MONTH Item Cost (Monthly)	THIRD MONTH MONTHLY QUANTITY	THIRD MONTH QTY to Date	THIRD MONTH Item Cost (Monthly)
	(801)ADMINISTRATIVE													
	(802) PRELIMINARY ENGINEERING													
	(803) CONSTRUCTION ENGINEERING													
	(804) RIGHT-OF-WAY													
	(805) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(806) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (801)			
PRELIMINARY ENGINEERING (802)			
CONSTRUCTION ENGINEERING (803)			
RIGHT-OF-WAY (804)			
Roadway (805):	$0.00	$0.00	0.00
Drainage (806):	$0.00	$0.00	0.00

Total to Date

Roadway (805):	$0.00
Drainage (806):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
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Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

Test Report Table

					Contractor Name				
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Material	Test	Description	Required	Remarks					
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bullentin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION		(4) DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
														FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
			O																	
			T																	
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

Date: _____

I _____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE

Exhibit E-L

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No. _____
Application Date: _____
Period To: _____
Engineer Firm _____

Summary														
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -

Contractor Name
Starting Date
Project Ending Date
Engineer's / County Project Description

Application No.:
Application Date:
Period To:
Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compt in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drways (Asph Conc Pav) (PRS)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drways Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	15" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-D

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct 4

Joseph Palacios, Commissioner

Border Colonia Access Program Round 3

In Partnership with Texas Department of Transportation

LAS BRISAS

Hidalgo County Commissioner's Court

Ramon Garcia	-	County Judge
Joel Quintanilla	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Project Contractor: _____

Project Engineer: _____

October 3, 2008

RE:
ADDENDUM NO.1
FOR BID No.: CAP-08-XXX-XX-XX-LRM
"ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE SUBDIVISON FOR HIDALGO COUNTY PRECINCT FOUR"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 3** in connection with **"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 4"** -request for bids for **"ROAD & DRAINAGE CONSTRUCTION OF RENA RAE".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 4 - ROAD & DRAINAGE CONSTRUCTION OF RENA RAE ".**

Thank you for your prompt attention to this matter.

BY: _____

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/lrm

ADDENDUM NO. 1

October 3, 2008

"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE"
BID NO.: CAP-08-XXX-XX-XX-LRM
Bid Opening Date: October 12, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **BID OPENING DATE HAS CHANGED** BIDS WILL BE RECEIVED AND OPENED AT 9:30A.M. ON WEDNESDAY, October 12, 2008.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, October 3, 2005, for RFB- HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE.

_____ _____
Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

AI-34092 **8. I.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-11-310-01-24, Invoice #3189 for Border Road Project in the amount of $8,900.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-063-0-711

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

BUDGETARY IMPACT:

PO#679325 is available for this payment.

Attachments

Inv. #3190

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 01:48 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:52 PM
Roland Garcia	Rolando Garcia	09/13/2012 02:48 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Katia Garcia Started On: 09/06/2012 10:56 AM

Final Approval Date: 09/14/2012

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm F - 486 • Surveying Firm #101650-00

Invoice Number 3189
Date 8/14/2012
Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: Border Road Existing ROW

Project No.: ENG11.104
Contract No.: C-11-310-01-24(WA#4)
PO No. 679325

Const. Cost
% of Const. Cost
Billing Fee 8,900.00

Phase	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Establishing Existing ROW	8,900.00	100.00%	8,900.00		8,900.00

PO # 679325
2-1200-431-00-122-063-0-711
Req # 220407

INVOICE RECEIVED BY:
Elizabeth Casas ON 9/4/12
GOODS/SERVICES RECEIVED BY:
Hector Tito Palacios ON 8/14/12

Balance Due **$8,900.00**

R. Gutierrez Engineering Corporation

August 14, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Border Road ROW – Invoice
ENG11.104

Dear Commissioner Palacios:

Enclosed is an invoice for the above referenced project. We have completed the work related to establishing the existing right-of-way along Border Road from El Gato Road to ¼ mile north of Moore Road.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgec.net

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Comm. Palacios

FROM: Jaime Jaime

SUBJECT: Border Road Existing ROW

PROJECT NO.: ENG11.104

DATE: 9/4/12

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	8/14	Invoice 3189
1	8/14	Copy of Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

RECEIVED
SEP 04 2012

COMMENTS:

RECEIVED
SEP 05 2012
BY: Yolie C.

Copy Distribution: file

Received by: X Elizabeth Casas

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgec.net

AI-34139 **8. J.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to extend the one (1) year renewal as provided in the contract with Roy's Hauling Services under Contract #C-11-177-09-27 for the provision of "RAP (Recycled Asphalt Pavement) Materials" under the same rates, terms and conditions.

BACKGROUND

Project is on an as needed basis.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1200-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Funds available as of 9-14-12.

FISCAL YEAR: 2012 ACCT. #: 1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Funds available as of 9-14-12.

Attachments

Extension and Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 01:51 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:54 PM
Ivan Cantu	Ivan Cantu	09/14/2012 08:03 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Vangie Garcia Started On: 09/10/2012 02:28 PM

Final Approval Date: 09/14/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 10, 2012

Roy's Hauling Service, Inc.
Attn: Roy Balderas, Jr.
P.O. Box 1896
Edinburg, Texas 78540

Via Certified Mail: 7011-2000-001-9786-7416
Email: royshauling.inc@aol.com

Re: **Renewal-C-11-177-09-27-Purchase Of Rap (Recycled Asphalt Pavement) Material**

Dear Mr. Balderas:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, September 18, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Wednesday, September 12, 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: _____ Date: 09/12/2012

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

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,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department

REQUIREMENTS AGREEMENT
C-11-177-09-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 27, 2011** by and between **Roy's Hauling Services, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"RAP (Recycled Asphalt Pavement) Material"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"RAP (Recycled Asphalt Pavement) Material"** in the areas of **HIDALGO COUNTY** projects for a period of **one (1) year** from **September 27, 2011** with ending date of **September 26, 2012** with the option to renew for an additional **one (1) year term** (If applicable) and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto and Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term under the same rates, terms, and condition.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Roy's Hauling Services, Inc.**
P.O. Box 1896
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract

to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 9-27-11 RD

Vendor: Roy's Hauling Services, Inc.
By: _____
Printed Name: Roy Balderas Jr
Title: Vice-Pres
Date: 10-4-11

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: SEPTEMBER 27, 2011

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

July 18, 2011

_____

_____

_____

_____

RE: Hidalgo County-Precinct 1 Request for Bids – **"Purchase of Reclaimed Asphalt Pavement (RAP) Material"**
RFB Nº 2011-177-08-03-YZV

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) -CHECKLIST
HIDALGO COUNTY-PRECINCT 1
"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"
Bid No: 2011-177-08-03-YZV

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 1 page.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page, Original must be filed by bidder at the Hidalgo County Clerk's Office.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Certification Regarding Debarment consisting of 1 page.
9. Draft Requirement Agreement consisting of 7 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

JULY 18, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-177-08-03	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY-PRECINCT 1
"PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL"
BID OPENING DATE

AUGUST 03, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL - Hidalgo County-PRECINCT 1"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-177-08-03-YZV-"PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL – Hidalgo County-Precinct 1"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, August 03, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2011-177-08-03-YZV-RFB-PURCHASE OF RECLAIMED (RECYLED) ASPHALT PAVEMENT (RAP) MATERIAL – Hidalgo County-Precinct 1".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL -Hidalgo County- Precinct 1"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County – Auditor's Office
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**AUGUST 03, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code

Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY-CLERKS DEPARTMENT
PURCHASE RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL"
BID NO.: 2011-177-08-03-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY-PRECINCT #1
"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"
BID № 2011-177-08-03-YZV

PROJECT OVERVIEW:

Hidalgo County Precinct № 1 is requesting sealed bids for the purchase of "Reclaimed (recycled) Asphalt Pavement (RAP). The material will be purchase on an "as needed basis" as required by Hidalgo County Pct. 1.

SPECIFICATIONS:

- Construct a sub-base course of foundation course composed of a compacted mixture of recycled asphalt pavement and asphalt.
- Mixed cold in a pug mill
- Reclaimed Asphalt Pavement (RAP). RAP is salvaged, milled, pulverized, broken or crushed asphalt pavement.
- Crush or break the RAP such that 100% will pass the 1 ½ inch sieve.
- GRADES. Aggregate grading limits will not be required.

OPTION I – PRODUCT ONLY

Hidalgo County has the option to pick-up the product utilizing Precinct 1 hauling forces along with awarded vendor when required and/or on "as needed basis".

OPTION II – PRODUCT AND DELIVERY

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Delivery hours: To be arranged by Precinct № 1
- Delivery Location: Sunrise Hill Park located on Mile 11 north and 1 ½ miles West from FM 1015, Weslaco, Texas
- Contact Person: Noe Montez, (956) 968-8733

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of "Purchase of Reclaimed Asphalt Pavement (RAP)" needed by Hidalgo County Precinct № 1 will be purchased on an "as needed basis". It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

3 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

4 Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b)

delivery and acceptance of products and/or performance of services ordered or (c) terminated by County.

5 **BID PRICE SHALL BE PER TON**

6 Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications. Location of site where Hidalgo County Precinct №1 will purchase y is an important factor in evaluation of the bids. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7 **Method of Award:** One or more bidder(s) may be designated as approved vendor(s) for purchases/service for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.

8 After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9 Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10 Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11 When requested, samples shall be furnished free of expense to Hidalgo County.

12 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

13 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

14 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

15 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is provided by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

16 **Market Volatility and Unit Price Adjustments:**
Hidalgo County recognizes that during periods of national crisis and unstable economic

conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.
   ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor=s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to,Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO:** yolanda.velasquez@co.hidalgo.tx.us **OR VIA FACSIMILE TO: 956-318-2629 NO LATER THAN**, Wednesday, July 27, 2011 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, July 29, 2011.

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 1
"PURCHASE OF RECLIAMED ASPHALT PAVEMENT (RAP) MATERIAL"
RFB Nº 2011-177-08-03-YZV
BID PAGE

OPTION I – PRODUCT ONLY:

Price per ton to be picked-up at vendor location by Hidalgo County Precinct #1 : Physical location:_____ _____	**$_____per ton**

OPTION II- PRODUCT AND DELIVERY:

Price per ton delivered to Pct. 1 Sunrise Hill Yard (located at FM 1015 and Mile 11 ½ M East, Weslaco Texas	**$_____per ton**

COMPANY NAME:			
ADDRESS:			
CITY/STATE/ZIP CODE			
TELEPHONE Nº		**CELL Nº**	
FAX Nº		**EMAIL:**	
AUTHORIZED SIGNATURE			
PRINTED NAME:			
TITLE:		**DATE:**	

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY: EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER: _____	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, **2011** by and between _____ ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"RAP (Recycled Asphalt Pavement) Material"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"RAP (Recycled Asphalt Pavement) Material"** in the areas of **HIDALGO COUNTY** projects for a period of **one (1) year** from_____with the option to renew for an additional **one (1) year term** (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

DRAFT

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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.

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If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for

the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT: _____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:
By:_____
Printed Name:_____
Title:_____
Date:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "B"
BID PAGE

EXHIBIT "B"-

HIDALGO COUNTY PRECINCT 1

"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"

RFB Nº 2011-177-08-03-YZV

BID PAGE

Awarded vendor must have one (1) service location within fifty (50) miles radius from Hidalgo County Precinct 1 Yard (11 Miles North and 1 ½ Miles West from FM 1015, Weslaco, Texas 78596

OPTION I – PRODUCT ONLY:

	0-5,000 TONS	5,000-10,000 TONS	10,000 TONS & Above
Price per ton to be picked-up at vendor location by Hidalgo County Precinct #1 : Physical location: 4 miles N. of FM 1925 on Big Five Road, Edinburg, TX	$25.00 TON	$25.00 TON	$25.00 TON

OPTION II- PRODUCT AND DELIVERY:

	0-5,000 TONS	5,000-10,000 TONS	10,000 TONS & Above
Price per ton delivered to Pct. 1 Sunrise Hill Yard (located Mile 11 North & 1½ Miles West from FM 1015, Weslaco Texas	$32.00 TON	$32.00 TON	$32.00 TON

COMPANY NAME:	Roy's Hauling Service, Inc.		
ADDRESS:	P.O. Box 1896		
CITY/STATE/ZIP CODE	Edinburg, Texas 78540		
TELEPHONE Nº	956.383.2206	**CELL Nº**	956.239.2359
FAX Nº	956.383.2569	**EMAIL:**	royshaulinginc@aol.com
AUTHORIZED SIGNATURE			
PRINTED NAME:	Roy Balderas Jr.		
TITLE:	Vice-President	**DATE:**	July 29, 2011

BID TABULATION

"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"
RFB № 2011-177-08-03-YZV

BID №	NAME OF COMPANY	BID PRICE OPTION I PRODUCT ONLY			BID PRICE OPTION II PRODUCT & DELIVERY		
		0-5,000 TONS	5,000 – 10,000 TONS	10,000 TONS & ABOVE	0-5,000 TONS	5,000 – 10,000 TONS	10,000 TONS & ABOVE
#1	Roy's Hauling Service, INC Edinburg, Texas	$25.00 Ton	$25.00 Ton	425.00 Ton	$32.00 Ton	$32.00 Ton	$32.00 Ton
#2	Frontera Materials, INC (Bid Bond Included) Elsa, Texas	$40.00 Ton	$40.00 Ton	$40.00 Ton	$49.40 Ton	$49.40 Ton	$49.40 Ton

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Valmor Insurance Agency, Inc.
1303 N 10th Street
McAllen TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MCCLELLAND AND HINE INS CO	
INSURER B : UNITRIN MUTUAL INS. CO.	
INSURER C : TEXAS MUTUAL INS. CO.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ROY'S HAULING SERVICE INC.
P O BOX 1896
EDINBURG, TEXAS 78540-1896

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y	Y	L086026349	03/27/2012	03/27/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	N	N	2300075	08/20/2012	08/20/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	0001242005	9/04/2012	09/04/2013	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

1998 INTL #044857,1999 INTL #066851, 2000 PTRB #483178,2000 PTRB #483173, 2000 PTRB #483206, 2000 PTRB #483207, 2006 PTRB #639700 AND 2006 PTRB #639702

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, July 08, 2011 2:40 PM
To: 'Yolanda Velasquez'; 'Evangelina Garcia'
Cc: 'Arcy Duran'; 'Leticia Saenz'
Subject: FW: Draft Contract-RFB NO: 2011-177-08-03-YZV-Purchase Of Rap (Recycled Asphalt Pavement) Material

Importance: High

Ms.Yoli or Vangie:
Please attach legal counsel's approval response on review of contract.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, July 08, 2011 2:31 PM
To: 'Martha Salazar'
Subject: RE: Draft Contract-RFB NO: 2011-177-08-03-YZV-Purchase Of Rap (Recycled Asphalt Pavement) Material

The draft contract is OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, July 08, 2011 2:03 PM
To: 'Stephen L. Crain'
Cc: 'Yolanda Chapa'; 'Evangelina Garcia'
Subject: FW: Draft Contract-RFB NO: 2011-177-08-03-YZV-Purchase Of Rap (Recycled Asphalt Pavement) Material
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty
PS Is on agenda for Tuesday, need to attach with your approval.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, July 08, 2011 1:20 PM
To: 'Martha Salazar'
Subject: Draft Contract-RFB NO: 2011-177-08-03-YZV-Purchase Of Rap (Recycled Asphalt Pavement) Material

Marty,
Can you please forward to legal for his review and comments the above attached draft contract along with the specifications. I gave Yoli this draft contract a while back and I had not send it to you for legal's review and I just saw right now your email where there is an agenda item (AI#27409) for this and Arcy is asking if legal has reviewed and approved.

Thanks

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000 Extension 4856

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, September 02, 2011 3:04 PM
To: 'Evangelina Garcia'
Subject: RE: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

See the subsequent e-mail I sent him.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, September 02, 2011 10:30 AM
To: 'Martha Salazar'
Subject: RE: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

Marty,
What I meant was page 42 of 43 of the email and not necessarily page number 42 however, does this mean he approved the contract document, it appears that he did but just clarifying.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, September 02, 2011 10:02 AM
To: 'Evangelina Garcia'
Subject: FW: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, September 01, 2011 12:24 PM
To: 'Martha Salazar'
Subject: RE: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE

The insurance is OK but I have no numbered pages 42 and 43.
Sent: Thursday, September 01, 2011 9:11 AM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: CONTRACT-RAP (Recycled Asphalt Pavement) MATERIAL-PRECINCT ONE
Importance: High

Mr. Crain:
See page 42 of 43 and W/C insurance is attached and current.
Marty

FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

nothing to report

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
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

nothing to report a-c

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 a-c

4. **AI-28775** Pursuant to previous approval (08/22/11) of award and contract (C-11-186-08-22)with Texas Land Reclamation, a request by awarded vendor to permit the subcontracting of ***UTW Transportation*** in connection to "Hidalgo County-Tire Disposal" project inasmuch as UTW Transportation provides the transporting of the tires for Texas Land Reclamation to the facility.

approved

B. Pct. 1

1. **AI-28627** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct 1 Purchase of Reclaimed Asphalt Pavement (RAP) Material - RFB No. 2011-177-08-03-YZV.

approved

2. **AI-28762** Approval of request for Work Authorizations as follows with Guzman & Munoz Engineering & Surveying, Inc. for professional engineering services through Contract #C-11-111-04-19 as further detailed:

a. Work Authorization No. 004-$77,837.00 for "Paving and Drainage Improvements to Mile 17 North Road, From FM 3071 (Mile 4 West), west 2,720 Feet and From FM 1015 (Mile 3 West), east 400 Feet".

approved

b. Work Authorization No. 005-$36,695.22 for "Drainage Improvements to Colonia Adams & Black (Mile 10.5 North and Mile 3 West)".

approved

c. Work Authorization No. 006-$56,920.80 for "Colonia Lucero Del Norte Drainage Improvements At Mile 11 North And Mile 2 West.

approved

3. **AI-28672** Acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 001 of an increase amount of $141,615.04 to be combined with previous approved amount of $63,900.00 thus resulting with a grand total not to exceed the amount of $205,515.04 in connection to Contract #C-11-111-04-19 with Guzman & Munoz Engineering and Surveying, Inc. for professional engineering services for "Paving and Drainage Improvements to Mile 17 North Road from FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West).

APPROVED

AI-28627 **18. B. 1.**
CC REGULAR
Meeting Date: 09/27/2011
Submitted For: Marty Salazar

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct 1 Purchase of Reclaimed Asphalt Pavement (RAP) Material - RFB No. 2011-177-08-03-YZV.

BACKGROUND

Recommended vendor: Roy's Hauling for both option 1 and 2.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available funds as of 09/21/11.

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-346
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available funds as of 09/21/11.

Attachments

Recommendation Memo-Pct 1
Participation Log-Tab Sheet
Legal Approved-Requirement Agreement-177

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/21/2011 09:59 AM
Purchasing Department	Darlene Betancourt	09/21/2011 10:00 AM
Budget & Management	Merlen P. Munoz	09/21/2011 10:24 AM
Olga Garza	Olga Garza	09/21/2011 11:46 AM
Purchasing Department	Darlene Betancourt	09/21/2011 09:59 AM
Purchasing Department	Darlene Betancourt	09/21/2011 10:00 AM
Budget & Management	Merlen P. Munoz	09/21/2011 10:24 AM
Olga Garza	Olga Garza	09/21/2011 11:46 AM
Auditor's Office		

Form Started By: Yolanda Velasquez Started On: 09/16/2011 08:25 AM

APPROVED

AI-29021 **9. K.**

CC CONSENT

Meeting Date: 10/18/2011

Submitted For: Martha L. Salazar

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Clarification on bid tabulation sheet submitted on previous AI #28627 and as approved by Commissioners Court on September 27, 2011 in connection with RFB No. 2011-177-08-07-YZV for Purchase of Reclaimed Asphalt Pavement (RAP) Material for Hidalgo County Precinct 1 to reflect correct amount of $25.00 per ton and not 425.00 per ton inasmuch as it was a typing error.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact on this agenda, this is only for clarification purposes.

Attachments

Corrected -Bid Tab-177

AI-28627-Participation Log-Tabulation Sheet- Memo

Requirement Agreement-Approved by Legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/07/2011 11:38 AM
Budget & Management	Merlen P. Munoz	10/07/2011 11:46 AM
Ivan Cantu	Ivan Cantu	10/07/2011 01:47 PM
Auditor's Office	Arcilia Duran	10/07/2011 02:06 PM

Form Started By: Yolanda Velasquez Started On: 10/06/2011 02:08 PM

Final Approval Date: 10/07/2011

BID TABULATION

"PURCHASE OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL"
RFB № 2011-177-08-03-YZV

BID №	NAME OF COMPANY	BID PRICE OPTION I PRODUCT ONLY			BID PRICE OPTION II PRODUCT & DELIVERY		
		0-5,000 TONS	5,000 – 10,000 TONS	10,000 TONS & ABOVE	0-5,000 TONS	5,000 – 10,000 TONS	10,000 TONS & ABOVE
#1	Roy's Hauling Service, INC Edinburg, Texas	$25.00 Ton	$25.00 Ton	$25.00 Ton ****	$32.00 Ton	$32.00 Ton	$32.00 Ton
#2	Frontera Materials, INC (Bid Bond Included) Elsa, Texas	$40.00 Ton	$40.00 Ton	$40.00 Ton	$49.40 Ton	$49.40 Ton	$49.40 Ton

*******CORRECTED BID TABULATION RECAP********

AI-34137 **8. K.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of following with Saenz Utility Contractors for Tower Road Phase I Road & Drainage Improvements Project, as submitted and recommended by project engineer, Raul Sesin, contract #C-11-044A-06-28:

1. Application for Final Payment in the amount of $16,785.63;
2. Application for Retainage in the amount of $24,869.67;
3. Certificate of Substantial Completion reflecting a punch list date of June 24, 2012.
4. Certificate of Construction Completion reflecting the completion date of July 2, 2012.

With authority for County Judge or Court member to execute document(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

Available funds in P.O. #662863 as of 9/14/12 are $31,472.35.

FISCAL YEAR: 2012 ACCT. #: 2-1200-206-00-122-024-0-000

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

BUDGETARY IMPACT:

Available funds for Retainage as of 9/14/12 are $25,869.67 (pending approval of Payment #4). Refer to P.O. #662863.

Current Balance	$24,004.60
Pmt #4 Retainage	$1,865.07
Total Retainage	**$25,869.67**

Attachments

Certificate of Substantial Completion

App. No. 4 (Final)

App. No. 5 (Retainage)

cert of const completion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 01:49 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:53 PM
Roland Garcia	Rolando Garcia	09/13/2012 04:38 PM
Perla Lopez	Perla Lopez	09/14/2012 02:27 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Katia Garcia Started On: 09/10/2012 01:24 PM

Final Approval Date: 09/14/2012

Certificate of Substantial Completion

PROJECT:	**TOWER ROAD PHASE I** **DRAINAGE IMPROVEMENT PROJECT**
PROJECT NUMBER:	**C-11-044A-06-28**
OWNER:	**HIDALGO COUNTY PRECINCT NO. 2**
CONTRACTOR:	**SAENZ UTILITY CONTRACTORS, LTD.**

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Hidalgo County Planning Department		June 25, 2012
Engineer	By: Raul E. Sesin, P.E.	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 14,800.00 .

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by July 02, 2012
Date

Saenz Utility Contractors, Ltd.		6-25-12
Contractor	By	Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on June 25, 2012 .
Date

Hidalgo County Precinct No. 2		June 25, 2012
Owner	By	Date

Certificate of Substantial Completion

PROJECT:	**TOWER ROAD PHASE I** **DRAINAGE IMPROVEMENT PROJECT**
PROJECT NUMBER:	**C-11-044A-06-28**
OWNER:	**HIDALGO COUNTY PRECINCT NO. 2**
CONTRACTOR:	**SAENZ UTILITY CONTRACTORS, LTD.**

LIST OF ITEMS TO BE COMPLETED OR CORRECTED FOR THE ABOVE REFERENCED PROJECT.

1. **PROJECT END DATE WAS JUNE 20, 2012, CONTRACTOR COMPLETED PROJECT ON JUNE 24, 2012 ($1000.00).**
2. **PAVEMENT STRIPING AFTER COUNTY COMPLETES LAYING OF ASPHALT ($13,800.00).**
3.
4.
5.

PREPARED BY:

Hidago County Planning Dept.
ENGINEER

BY: Raul E. Sesin, P.E.

DATE 6/25/12

APPLICATION FOR PAYMENT NO. 4 FINAL

To: Hidalgo County Precinct No.2 (Owner)
From: Saenz Utility Contractors, Ltd. (Contractor)
Contract:
Project: Tower Road Phase I Improvements Project
Owner's Contract No. C-11-044A-0628 Engineer's Project No.
For Work accomplished through the date of: June 24 , 2012

1. Original Contract Price:		$265,812.97
2. Net Change by Change Order and Written Agreements (+or-):		$ (7,116.25)
3. Current Contract Price (1 plus 2)		$258,696.72
4. Total Completed and Stored to date:		$258,696.72
5. Retainage (per Agreeement)		
10% of completed work	$ 25,869.67	
of stored material		
Total Retainage:		$ 25,869.67
6. Total completed and stored to date less retainage (4 minus 5)		$232,827.05
7. Less previous Application for Payments:		$216,041.42
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 16,785.63

Accompanying Documentation:

Geo-Solutions - Final Waiver of Lien
List of Suppliers
Contract Time Statement

PO # 662863
2-1200-431-00-122-049-0-731
Req # 201335

Contractor's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work coered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumberances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumberance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 9/05/12

SAENZ UTILITY CONTRACTORS, LTD.
CONTRACTOR
By: Pedro Saenz

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 5th day of September 2012

Jose L. Saenz
Notary Public
My Commission expires: Nov. 12, 2015

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 09/07/12

HIDALGO COUNTY PLANNING DEPT.
Raul Sesin, P.E., Project Engineer
ENGINEER
By: PE

INVOICE RECEIVED BY:
Ellie C. ON 9/7/2012
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 6/24/12

Estimate Quantity Update Worksheet

Colonia: Tower Road Phase I Improvements
Roadway: Tower Rd
Control:
Project No: C-11-044A-0628
County: Hidalgo County
Est. No: 4 FINAL
Work Type: Paving
Limits:
From: Minnesota Rd
To: Owassa Rd

Contractor: Saenz Utility Contractors, LTD.
Contract Price: $265,812.97
Work Done this Mo.: $18,650.70
% Complete: 100.00%

Date Began: 3/12/2012
Contract Time: 150
Time Charged: 150
% Time Used: 100.00%

						FIRST MONTH			SECOND MONTH			THIRD MONTH			FOURTH MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	Base Bid																
1	Prime Coat (MC-30) Entire Base	SY	18,802	$ 0.80	$15,041.60		0	$0.00		0	$0.00	18,255	18255.000	14,604.00		18,255	0.00
2	10" Compacted Caliche Base (labor only)	SY	11,380	$ 2.00	$22,760.00		0	$0.00		0	$0.00	10,833	10833.000	21,666.00		10,833	0.00
3	5" Compacted Caliche Base (labor only)	SY	9,896	$ 2.92	$28,896.32	9,400	9,400	$27,448.00	496	9,896	$1,448.32		0	0.00		9,896	0.00
4	6" Concrete Apron Around Type "CC" Inlet	EA	2	$ 500.00	$1,000.00		0	$0.00	2	2	$1,000.00		0	0.00		2	0.00
5	Excavate, treat and rework existing caliche	SY	21,275	$ 2.90	$61,697.50	9,400	9,400	$27,260.00	11875	21,275	$34,437.50		0	0.00		21,275	0.00
6	Traffic Control	LS	1	$ 8,000.00	$8,000.00	0.30	0.30	$2,400.00	0.3	0.60	$2,400.00	0	1.000	3,200.00		1	0.00
7	Type "A" Barrier Concrete Curb & Gutter	LF	7,901	$ 5.25	$41,480.25		0	$0.00	5296	5,296	$27,804.00	1,362	6658.000	7,150.50		6,658	0.00
8	4" Compacted Caliche base for Driveways	SY	1,274	$ 4.05	$5,159.70		0	$0.00	1274	1,274	$5,159.70		0	0.00		1,274	0.00
9	4" Concrete Driveway	SF	2,352	$ 3.30	$7,761.60		0	$0.00	581	581	$1,917.30	1,129	1710.000	3,725.70		1,710	0.00
10	6' Concrete Valley Gutter	LF	252	$ 20.50	$5,166.00		0	$0.00	218	218	$4,469.00		0	0.00		218	0.00
11	Themoplastic Pavement Markings	LS	1	$ 13,800.00	$13,800.00		0	$0.00		0	$0.00		0	0.00	1	1	13,800.00
12	Erosion and Sediment Control Structures	LS	1	$ 12,500.00	$12,500.00	1	1	$12,500.00		0	$0.00		0	0.00		1	0.00
	Alternate NO 3															0	0.00
1	Tensar TX 5 GEOGRID (Material & Labor)	SY	21,275.0	$ 2.00	$42,550.00	9,400	9,400	$18,800.00	11875	21275.000	$23,750.00	(547)	0	(1,094.00)		20,728	0.00
	CHANGE ORDER NO.2																
1	Driveways	SF	638	$ 3.30	$2,105.40			$0.00			$0.00			0.00	379	379	1,250.70
2	Remove Irrigation Stand Pipe & Irrigation Line, Plug Irrigation Line	LS	1	$ 2,500.00	$2,500.00			$0.00			$0.00			0.00	1	1	2,500.00
3	Adjust Storm Manhole	EA	2	$ 550.00	$1,100.00			$0.00			$0.00			0.00	2	2	1,100.00
	CHANGE ORDER NO.3																
1	Prime Coat (MC-30) Entire Base	SY	547	$ 0.80	($437.60)												
2	10" Compacted Caliche Base (labor only)	SY	547	$ 2.00	($1,094.00)												
3	Type "A" Barrier Concrete Curb & Gutter	LF	1243	$ 5.25	($6,525.75)												
4	4" Concrete Driveway	SF	642	$ 3.30	($2,118.60)												
5	6' Concrete Valley Gutter	LF	34	$ 20.50	($697.00)												
6	Tensar TX 5 GEOGRID (Material & Labor)	SY	547	$ 2.00	($1,094.00)												
7	Driveways	SF	259	$3.30	($854.70)												

Monthly Totals:	$88,408.00	$102,385.82	49,252.20	18,650.70
ADMINISTRATIVE (901)				
PRELIMINARY ENGINEERING (902)				
CONSTRUCTION ENGINEERING (903)				
RIGHT-OF-WAY (904)				
Base Bid	$69,608.00	$78,635.82	50,346.20	13,800.00
Alternate NO 3	$18,800.00	$23,750.00	-1,094.00	0.00
Change Order No.2	$0.00	$0.00	$0.00	$4,850.70
Change Order No.3	$0.00	$0.00	0.00	0.00

Total to Date:

Base Bid	$212,390.02
Alternate NO 3	$41,456.00
Change Order 2	$4,850.70
Change Order 3	$0.00
Total	$258,696.72

Prepared and Checked By:

Signature:
Printed Name:

Date: 9-11-12

Saenz Utility Contractos, LTD — Contractor Name
5/21/2012 — Starting Date
6/24/2012 — Project Ending Date
Tower Road Phase I Improvements — Engineer's / County Project Description

Application No.: 4 FINAL
Application Date: 6/24/2012
Period To: 5/25/2012 to 6/24/2012
Engineer's / County Project No.: C-11-044A-0628

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Revised Rates	Revised Schedule Value: Quan	Revised Schedule Value: Dollars	First Month: Monthly Quan	First Month: QTY to Date	First Month: Item Cost (Monthly)	Second Month: Monthly Quan	Second Month: QTY to Date	Second Month: Item Cost (Monthly)	Third Month: Monthly Quan	Third Month: QTY to Date	Third Month: Item Cost (Monthly)	Fourth Month: Monthly Quan	Fourth Month: QTY to Date	Fourth Month: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		Base Bid																							
1		Prime Coat (MC-30) Entire Base	SY	$ 0.80	18,802.0	15,041.60	$ -	0.0	-		0	-	0	0	-	18,255.00	18,255.00	14,604.00		18,255.00	-	14,604.00	547.0	437.60
2		10" Compacted Caliche Base (labor only)	SY	$ 2.00	11,380.0	22,760.00	$ -	0.0	-		0	-	0	0	-	10,833.00	10,833.00	21,666.00		10,833.00	-	21,666.00	547.0	1,094.00
3		5" Compacted Caliche Base (labor only)	SY	$ 2.92	9,896.0	28,896.32	$ -	0.0	-	9400	9400	27,448.00	496	9896	1,448.32	-	9,896.00	-		9,896.00	-	28,896.32	0.0	0.00
4		6" Concrete Apron around type CC Inlet	EA	$ 500.00	2.0	1,000.00	$ -	0.0	-		0	-	2	2	1,000.00	-	2.00	-		2.00	-	1,000.00	0.0	0.00
5		Excavate, treat and rework existing caliche	SY	$ 2.90	21,275.0	61,697.50	$ -	0.0	-	9400	9400	27,260.00	11875	21275	34,437.50	-	21,275.00	-		21,275.00	-	61,697.50	0.0	0.00
6		Traffic Control	LS	$ 8,000.00	1.0	8,000.00	$ -	0.0	-	0.30	0.30	2,400.00	0.3	0.6	2,400.00	0.40	1.00	3,200.00		1.00	-	8,000.00	0.0	0.00
7		Type "A" Barrier Concrete Curb & Gutter	LF	$ 5.25	7,901.0	41,480.25	$ -	0.0	-		0.00	-	5296	5296	27,804.00	1,362.00	6,658.00	7,150.50		6,658.00	-	34,854.50	1,243.0	6,525.75
8		4" Compacted Caliche base for Driveways	SY	$ 4.05	1,274.0	5,159.70	$ -	0.0	-		0.00	-	1274	1274	5,159.70	-	1,274.00	-		1,274.00	-	5,159.70	0.0	0.00
9		4" Concrete Driveway	SF	$ 3.30	2,352.0	7,761.60	$ -	0.0	-		0.00	-	581	581	1,917.30	1,129.00	1,710.00	3,725.70		1,710.00	-	5,643.00	642.0	2,118.60
10		6' Concrete Valley Gutter	LF	$ 20.50	252.0	5,166.00	$ -	0.0	-		0.00	-	218	218	4,469.00		218.00	-		218.00	-	4,469.00	34.0	697.00
11		Thermoplastic Pavement Markings	LS	$ 13,800.00	1.0	13,800.00	$ -	0.0	-		0.00	-		0	-	-	-	-	1.00	1.00	13,800.00	13,800.00	0.0	0.00
13		Erosion Control	LS	$ 12,500.00	1.0	12,500.00	$ -	0.0	-	1	1.00	12,500.00	0	1.00	-	-	1.00	-		1.00	-	12,500.00	0.0	0.00
		Total Roadway				**223,262.97**			-			**69,608.00**			**78,635.82**			**50,346.20**			**13,800.00**	**212,390.02**		**10,872.95**
		ALTERNATE NO 3																							
1		Tensar TX 5 GEOGRID (Material & Labor)	SY	$ 2.00	21,275.0	42,550.00	$ -	0.0	-	9400	0	18,800.00	11875	21275.00	23,750.00	(547.00)	20,728.00	(1,094.00)	-	20,728.00	-	41,456.00	547.0	1094.00
		Total Alternate NO 3				**42,550.00**			-			**18,800.00**			**23,750.00**			**(1,094.00)**			**-**	**41,456.00**		**1094.00**
		CHANGE ORDER NO.2																							
		Driveways	SF	$ 3.30	638.0	2,105.40	$ -												379.00	379.00	1,250.70	1,250.70	259.0	854.70
		Remove Irrigation Stand Pipe & Irrigation Line, Plug Irrigation Line	LS	$ 2,500.00	1.0	2,500.00	$ -												1.00	1.00	2,500.00	2,500.00	0.0	0.00
		Adjust Storm Manholes	EA	$ 550.00	2.0	1,100.00	$ -												2.00	2.00	1,100.00	1,100.00	0.0	0.00
						5,705.40															**4,850.70**	**4,850.70**		**854.70**
		CHANGE ORDER NO.3																							
1		Prime Coat (MC-30) Entire Base	SY	$ 0.80	547.0	(437.60)																			(437.60)
2		10" Compacted Caliche Base (labor only)	SY	$ 2.00	547.0	(1,094.00)																			(1,094.00)
3		Type "A" Barrier Concrete Curb & Gutter	LF	$ 5.25	1,243.0	(6,525.75)																			(6,525.75)
4		4" Concrete Driveway	SF	$ 3.30	642.0	(2,118.60)																			(2,118.60)
5		6' Concrete Valley Gutter	LF	$ 20.50	34.0	(697.00)																			(697.00)
6		Tensar TX 5 GEOGRID (Material & Labor)	SY	$ 2.00	547.0	(1,094.00)																			(1,094.00)
7		Driveways	SF	$ 3.30	259.0	(854.70)																			(854.70)
						(12,821.65)																			(12,821.65)
		TOTAL AMOUNTS:				**258,696.72**			-			**88,408.00**			**102,385.82**			**49,252.20**			**18,650.70**	**258,696.72**		**$0.00**

Pedro Saenz — Print Name
9-11-12 — Date
Pedro Saenz — Signature

Exhibit E-D

APPLICATION FOR PAYMENT NO. 5 - RETAINAGE

To: Hidalgo County Precinct No. 2 (OWNER)
From: Saenz Utility Contractors, Ltd. (CONTRACTOR)
Contract:
Project: Tower Road Phase I Improvements Project
Owner's Contract No. C-11-044A-0628 Engineer's Project No. _____
For Work accomplished through the date of: June 24, 2012

1. Original Contract Price:	$ 265,812.97
2. Net change by Change Order and Written Agreements(+or-):	$ (7,116.25)
3. Current Contract Price (1 plus 2):	$ 258,696.72
4. Total completed and stored to date:	$ 258,696.72
5. Retainage (per Agreement):	
Penalties for construction delays	_____
10% of completed Work:	_____
_____ of stored material	_____
Total Retainage:	$ 0.00
6. Total completed and stored to date less retainage (4 minus 5)	$ 258,696.72
7. Less previous Application for Payments:	$ 232,827.05
8. Total Retainage Due	$ 25,869.67
9. Less Liquidated Damages (Penalties for Construction Delays)	$ 1,000.00
10. AMOUNT DUE THIS APPLICATION	$ 24,869.67

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 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 9/11/12

Saenz Utility Contractors
CONTRACTOR
By: Pedro Saenz

State of Texas
County of HIDALGO
Subscribed and sworn to before me this 11th day of September 2012

Jose L. Saenz
Notary Public
My Commission expires: Nov. 12, 2015

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 09/11/12

HIDALGO Co. PLANNING DEPT.
ENGINEER
By: _____ PE

Saenz
Utility
Contractors

July 02, 2012

Hidalgo County
2802 S. Business Hwy 281
Edinburg, Texas 78539

RE: Tower Road Phase I Improvements
for Hidalgo County Pct 2
Contract No.: C-11-044A-06-28

It is our great pleasure to inform you that the above mentioned project has been fully completed and we hereby request to officially close-out this project. If any further documentation be needed from us please to expedite this process we will gladly provide this upon request.

Final contract day and commencement of warranty period shall be effective as of July 02, 2012.

If you should have any questions or need anything further from us please feel free to call me at (956) 424-3414.

Cordially,

Pedro Saenz
Manager

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 2nd DAY OF July A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: June 28, 2011
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Saenz Utility Contractors
OF THE CITY OF Edcouch STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Tower Road Phase 1 - Road and Drainage Improvements

CONTRACT NO: C-11-044A-0628
Located in or near the City/Precinct Of Hidalgo County Precinct No.2

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 $1,000.00, 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	$ 265,812.97
Present Amount of Contract	$ 258,696.72
Total Amount of earned to Date	$ 258,696.72
Less: previous payments	$ 232,827.05
Balance	$ 25,869.67
Authorized deductions	$ 1,000.00
AMOUNTY OF FINAL PAYMENT	$ 24,869.67

Exhibit E-L

6. That the final payment in the amount of twenty-four thousand eight hundred sixty-nine dollars and sixty-seven cents is now due and payable.

PE 07/02/12

Engineer's Signature

CONCURRED BY:

Saenz Utility Contractors

Contractor's Name

By: Pedro Saenz

Title: Manager

CONCURRED BY:

City/Precinct

By: _____

Title: _____

Exhibit E-L

AI-34185 **8. L.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Invoice #11324235 in the amount of $13,180.00 from L & G Consulting Engineers Inc., contracted engineer for "La Homa Road Project"-C-11-312-02-07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

Available funds in P.O. #671613 as of 9/14/12 are $678,730.00.

Attachments

Invoice No. 11324235

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 02:45 PM
Budget & Management	Merlen P. Munoz	09/13/2012 02:56 PM
Perla Lopez	Perla Lopez	09/14/2012 11:17 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Rocio Villarreal Started On: 09/12/2012 03:48 PM

Final Approval Date: 09/14/2012

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

SIGN: _____
REQ# 21011
PO# 671613

INVOICE #: 11324235
INVOICE DATE: 08/31/12

INVOICE RECEIVED BY _____ ON _____
GOODS/SERVICES RECEIVED BY _____ ON _____

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

Engineering services for month of August 2012.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
32001-Const Mgmt	108.000.00				0.0	108.000.00
60000-Row Acq. Admin	329.000.00	273.070.00	6.580.00	279.650.00	85.0	49.350.00
60100-Title Services	42.000.00	31.200.00	6.600.00	37.800.00	90.0	4.200.00
60200-Appraisal Srv	49.000.00				0.0	49.000.00
60220-Appraisal Srv	140.000.00				0.0	140.000.00
60300-Appraisal Rvw	24.500.00				0.0	24.500.00
60330-Appraisal Rev	31.500.00				0.0	31.500.00
60400-Parcel Negtion	245.000.00				0.0	245.000.00
60500-Clsng Srvs Fee	14.000.00				0.0	14.000.00
TOTALS:	983.000.00	304.270.00	13.180.00	317.450.00	32.3	665.550.00

ORIGINAL CONTRACT SUM	$	983.000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983.000.00
TOTAL COMPLETED TO DATE	$	317.450.00
LESS PREVIOUS INVOICES	$	304.270.00
CURRENT PAYMENT DUE	$	13.180.00

Mario la G. Marin
PROJECT MANAGER'S SIGNATURE
for: Jacinto Garza P.E.

INVOICE RECEIVED BY
_____ ON 9/6/12
GOODS/SERVICES RECEIVED BY
_____ ON 8/31/12

2-1342-431-00-123.045-0-8411

AI-34070 **8. M.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324234-$11,400.00 for "FM 681-FM 2221/FM 492: FM 681 to FM 364" - C-09-192A-06-08
2. Invoice No. 11324237-$ 7,533.14 for "Mile 2"-C-11-195-06-28
3. Invoice No. 11324238-$ 4,715.80 for "Mile 2 N.-Inspiration to Moorefield Rd"-C-11-195-08-16
4. Invoice No. 11324245-$ 4,700.00 for "FM 681-FM 2221 to SH 107"-C-09-192-06-08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11324234: Available funds in P.O. #625225 as of 9/14/12 are $81,993.16.

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-094-0-731

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

BUDGETARY IMPACT:

For Invoice No. 11324237: Available funds in P.O. #663265 as of 9/14/12 are $200,273.14.

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-099-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11324238: Available funds in P.O. #672761 as of 9/14/12 are $93,649.87.

FISCAL YEAR: 2012 ACCT. #: 2-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11324245: Available funds in P.O. #625224 as of 9/14/12 are $68,582.87.

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 01:44 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:51 PM
Perla Lopez	Perla Lopez	09/14/2012 09:43 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Rocio Villarreal Started On: 09/05/2012 03:13 PM

Final Approval Date: 09/14/2012

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324245
INVOICE DATE: 08/31/12

SIGN:
REQ# 154841
PO# 625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2012.						
13002-ROW Map	6,200.00	6,200.00		6,200.00	100.0	
13020-ROW Map/Sub	158,100.00	158,100.00		158,100.00	100.0	
15001-Surv,Plans&Des	677.32	677.32		677.32	100.0	
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	365,920.00		365,920.00	100.0	
16102-Hydraulic Dsgn	40,000.00	40,000.00		40,000.00	100.0	
16104-Outfall Dsgn	40,000.00	40,000.00		40,000.00	100.0	
16201-Signing	20,000.00	20,000.00		20,000.00	100.0	
16202-Pvmt Marking	16,000.00	16,000.00		16,000.00	100.0	
16230- Signal/Illum	90,000.00	90,000.00		90,000.00	100.0	
16302-Traf Cntrl Pln	30,000.00	30,000.00		30,000.00	100.0	
16304-Irrigation	30,000.00	30,000.00		30,000.00	100.0	
16306-Qty Specs	30,000.00	30,000.00		30,000.00	100.0	
16307-Utilities	30,000.00	30,000.00		30,000.00	100.0	
32001-Const. Mgnmt	22,075.47				0.0	22,075.47
60000-Row Acq. Admin	272,852.83	272,852.83		272,852.83	100.0	
60100-Title Services	31,800.00	31,800.00		31,800.00	100.0	
60200-Appraisal Srv	37,100.00	37,100.00		37,100.00	100.0	
60220-Appr Svc/Sub	106,000.00	106,000.00		106,000.00	100.0	
60300-Appraisal Rvw	22,525.00	22,525.00		22,525.00	100.0	
60301-Apprais Update	9,500.00	2,000.00	1,000.00	3,000.00	31.6	6,500.00
60330-Appr Rev/Sub	19,875.00	19,875.00		19,875.00	100.0	
60400-Parcel Negtion	185,500.00	154,000.00	3,500.00	157,500.00	84.9	28,000.00
60500-Clsng Srvs Fee	10,600.00	6,380.00	200.00	6,580.00	62.1	4,020.00
60600-Relocation Srv	12,000.00	12,000.00		12,000.00	100.0	
60700-Land	38,716.98	38,716.98		38,716.98	100.0	
TOTALS:	1,740,612.60	1,672,029.73	4,700.00	1,676,729.73	96.3	63,882.87
16002-Rdwy Dsg-2 Set	34,566.98	34,566.98		34,566.98	100.0	
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-38,716.98	-38,716.98		-38,716.98	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324245
INVOICE DATE: 08/31/12

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	1,740,612.60	1,672,029.73	4,700.00	1,676,729.73	96.3	63,882.87

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	1,676,729.73
LESS PREVIOUS INVOICES	$	1,672,029.73
CURRENT PAYMENT DUE	$	4,700.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
[illegible] ON 9/4/12
GOODS/SERVICES RECEIVED BY
Comm. Flores ON 8/31/12

2-1315-431-00-123-070-0-541

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324234
INVOICE DATE: 08/31/12

SIGN:
REQ# 156846
PO# 625225

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2012.						
13020-ROW Map/Sub	99,200.00	99,200.00		99,200.00	100.0	
15001-Surv.Plans&Des	16,611.68	16,611.68		16,611.68	100.0	
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	126,800.00		126,800.00	100.0	
16102-Hydraulic Dsgn	20,000.00	20,000.00		20,000.00	100.0	
16104-Outfall Dsgn	20,000.00	20,000.00		20,000.00	100.0	
16201-Signing	10,000.00	10,000.00		10,000.00	100.0	
16202-Pvmt Marking	8,000.00	8,000.00		8,000.00	100.0	
16303-Signal/Ill	8,490.57	8,490.57		8,490.57	100.0	
16230-Signal/Ill Sub	30,000.00	30,000.00		30,000.00	100.0	
16302-Traf Cntrl Pln	15,000.00	15,000.00		15,000.00	100.0	
16304-Irrigation	15,000.00	15,000.00		15,000.00	100.0	
16306-Qty Specs	15,000.00	15,000.00		15,000.00	100.0	
16307-Utilities	15,000.00	15,000.00		15,000.00	100.0	
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	145,172.17	145,172.17		145,172.17	100.0	
60100-Title Services	19,200.00	19,200.00		19,200.00	100.0	
60200-Appraisal Srv	22,400.00	21,011.20		21,011.20	93.8	1,388.80
60220-Appr Svc/Sub	64,000.00	60,000.00		60,000.00	93.8	4,000.00
60300-Appraisal Rvw	13,600.00	12,321.60		12,321.60	90.6	1,278.40
60301-Apprais Update	4,500.00				0.0	4,500.00
60330-Appr Rev/Sub	12,000.00	10,875.00		10,875.00	90.6	1,125.00
60400-Parcel Negtion	112,000.00	63,700.00	9,800.00	73,500.00	65.6	38,500.00
60500-Clsng Srvs Fee	6,400.00	980.00	1,600.00	2,580.00	40.3	3,820.00
60600-Relocation Srv	6,000.00	6,000.00		6,000.00	100.0	
60700-Land	18,283.02	18,283.02		18,283.02	100.0	
TOTALS:	875,185.40	793,192.24	11,400.00	804,592.24	91.9	70,593.16
16002-Rdwy Design	14,133.02	14,133.02		14,133.02	100.0	
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-18,283.02	-18,283.02		-18,283.02	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324234
INVOICE DATE: 08/31/12
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	875,185.40	793,192.24	11,400.00	804,592.24	91.9	70,593.16

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	804,592.24
LESS PREVIOUS INVOICES	$	793,192.24
CURRENT PAYMENT DUE	$	11,400.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 9/4/12
GOODS/SERVICES RECEIVED BY
_____ ON 8/31/12

2-1315-431-00-123-071-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324238
INVOICE DATE: 08/31/12

SIGN: [signature]
REQ# 212312
PO# 672761

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 120102
Mile 2 N. WA#2
Inspiration to Moorefield Rd
PO#672761

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2012.						
13002-ROW Mapping	27,500.00	27,500.00		27,500.00	100.0	
13003-Utility Adjust	57,700.00	49,045.00		49,045.00	85.0	8,655.00
13020-ROW Map/Sub	18,000.00	17,100.00		17,100.00	95.0	900.00
15001-Rdwy Dsgn Srvy	6,700.00	6,700.00		6,700.00	100.0	
15005-Outfall Survey	15,000.00	15,000.00		15,000.00	100.0	
15010-Rdwy Dsgn/Sub	9,700.00	9,215.00		9,215.00	95.0	485.00
16001-Rdwy Dsg-PS&E	40,000.00	33,200.00	800.00	34,000.00	85.0	6,000.00
16102-Hydro Design	24,467.42	21,531.33	489.35	22,020.68	90.0	2,446.74
16201-Signing	17,645.01	15,880.51	529.35	16,409.86	93.0	1,235.15
16202-Pavement Mrkng	14,344.06	12,192.45	430.32	12,622.77	88.0	1,721.29
16205-Signal Design	10,000.00	6,594.98		6,594.98	65.9	3,405.02
16270-Flsh Beacn/Sub	6,487.45		2,466.78	2,466.78	38.0	4,020.67
16304-Irrig Design	25,000.00	22,500.00		22,500.00	90.0	2,500.00
60000-Row Acq. Admin	29,592.00	19,234.80		19,234.80	65.0	10,357.20
60100-Title Services	3,600.00				0.0	3,600.00
60200-Appraisal Srv	4,200.00				0.0	4,200.00
60220-Appraisal/Sub	12,000.00				0.0	12,000.00
60300-Appraisal Rvw	2,100.00				0.0	2,100.00
60302 Aprasal Update	408.00				0.0	408.00
60330-Appr. Rev/Sub	2,700.00				0.0	2,700.00
60400-Parcel Negtion	21,000.00				0.0	21,000.00
60500-Clsng Srvs Fee	1,200.00				0.0	1,200.00
TOTALS:	349,343.94	255,694.07	4,715.80	260,409.87	74.5	88,934.07

VOICE RECEIVED BY
[signature] ON 9/4/12
GOODS/SERVICES RECEIVED BY
[signature] ON 9/5/12

ORIGINAL CONTRACT SUM	$	349,343.94
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	349,343.94
TOTAL COMPLETED TO DATE	$	260,409.87
LESS PREVIOUS INVOICES	$	255,694.07
CURRENT PAYMENT DUE	$	4,715.80

[signature] PE
PROJECT MANAGER'S SIGNATURE

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324237
INVOICE DATE: 08/31/12

SIGN: Carlos M. Flores
REQ# 200883
PO# 663865

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364

Engineering services for the month of August 2012.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
13002-ROW Mapping	14.200.00	14.200.00		14.200.00	100.0	
13003-Utility Adjust	45.878.34	38.996.59		38.996.59	85.0	6.881.75
13020-ROW Map/Sub	27.000.00	25.650.00		25.650.00	95.0	1.350.00
15001-Rdwy Dsgn Srvy	21.600.00	21.600.00		21.600.00	100.0	
15005-Outfall Survey	15.000.00	15.000.00		15.000.00	100.0	
15010-Field Srvy/Sub	15.300.00	14.535.00		14.535.00	95.0	765.00
16001-Rdwy Dsg-PS&E	73.500.00	61.005.00	1.470.00	62.475.00	85.0	11.025.00
16101-Hydro Map	30.000.00	26.400.00	600.00	27.000.00	90.0	3.000.00
16201-Signing	11.329.30	10.196.37	339.88	10.536.25	93.0	793.05
16202-Pavement Mrkng	6.323.80	5.375.23	189.71	5.564.94	88.0	758.86
16250-Signal Dsg/Sub	12.974.89		4.933.55	4.933.55	38.0	8.041.34
16304-Irrig Design	15.000.00	13.500.00		13.500.00	90.0	1.500.00
32002-Const Mgmt	72.000.00				0.0	72.000.00
60000-Row Acq. Admin	58.500.00	43.875.00		43.875.00	75.0	14.625.00
60100-Title Services	5.400.00				0.0	5.400.00
60200-Appraisal Srv	6.300.00				0.0	6.300.00
60220-Appraisal/Sub	18.000.00				0.0	18.000.00
60300-Appraisal Rvw	3.825.00				0.0	3.825.00
60330-Appr. Rev/Sub	3.375.00				0.0	3.375.00
60400-Parcel Negtion	32.400.00				0.0	32.400.00
60500-Clsng Srvs Fee	2.700.00				0.0	2.700.00
TOTALS:	490.606.33	290.333.19	7.533.14	297.866.33	60.7	192.740.00

ORIGINAL CONTRACT SUM	$	490.606.33
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	490.606.33
TOTAL COMPLETED TO DATE	$	297.866.33
LESS PREVIOUS INVOICES	$	290.333.19
CURRENT PAYMENT DUE	$	7.533.14

Carlos M. Flores PE.
PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NSC ON 9/4/12

GOODS/SERVICES RECEIVED BY
Carlos Flores ON 8/31/12

AI-34039 **8. N.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to upgrade the UFED Software System and to continue existing support with CelleBrite USA, Corp. through requisition #220985 at $999.00/year commencing upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 220985 as of 9-14-12 $999.00 for Cellebrite Usa.

Attachments

Cellebrite

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/14/2012 03:11 PM
Budget & Management	Merlen P. Munoz	09/14/2012 03:13 PM
Manuel Chapa	Manuel Chapa	09/14/2012 04:12 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Tanya Delira Started On: 09/04/2012 02:57 PM

Final Approval Date: 09/14/2012

Please wait to print... saving Agenda Item information.

AI-34039
CC CONSENT
Meeting Date: 09/18/2012
Submitted By: Tanya Delira, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION
Sheriff's Office:
Requesting authority to upgrade the UFED Software System and to continue existing support with CelleBrite USA, Corp. through requisition #220985 at $999.00/year commencing upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Cellebrite

Form Review

Inbox	Reviewed By	Date
	Form Started By: Tanya Delira	Started On: 09/04/2012 02:57 PM

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00220985
PO #
Date: 08/10/12

Bill To: x
x

Vendor : 356735
CELLEBRITE USA CORP
266 HARRISTOWN RD STE 105
GLEN ROCK NJ 07452
FAX (201)848-9982

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		UNIVERSAL FORENSIC EXTRACTION DEVICE LICENSE RENEWAL DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#SWUF-1, SOFTWARE UPGRADE - ONE YEAR LOGICAL RENEWAL FOR SE# 5603590	999.00	999.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	999.00	
			Freight	.00
			Total	999.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Ver
Cor
spe
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Spe

Transfers to extract data from Cu Phones

Jurisdiction/Website cisa.com.

361-848-8552 x 1338

Trainer

Trainer Jr. Morales 361-848-8552 x 117

11/9/12

Authorized By: _____

Req 220985

Cellebrite USA, Inc.
266 Harristown Rd.
Ste. 105
Glen Rock. NJ 07452

Tel: 201-848-8552
Fax: 201-848-9982
Tax ID#: 22-3770059

Quotation

Quote Number:

Q-01659-W

Quote Date:

6/26/2012

Quoted to:

Hidalgo County Sheriff's Office
711 El Cibolo Rd

Edinburg, TX 78542

Contact: Terry Contreras

Phone #: 956-393-6020

Quote Ship to:

Hidalgo County Sheriff's Office
711 El Cibolo Rd

Edinburg, TX 78542

Customer ID	Good Thru	Payment Terms	Sales Rep
HIDALGOCOUNTY-711	9/30/2012	Net 30	John Bigler

Quantity	Item	Description	List Price	Ext. Price
1	SWUF-1	Software Upgrade - One Year Logical Renewal for ser # 5603590	$999.00	$999.00

Sp 46

Please include the following information on your PO for Cellebrite UFED purchase:

- **Please include the ORGINAL QUOTE NUMBER (For example - M777) on your PO**
- **CONTACT NAME & NUMBER of individual purchasing and bill to address**
- **E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality**

Terms and conditions:

- **Payment terms: Net 30; 1.5% per month interest on late payment**
- **Shipping: FCA, Glen Rock, NJ, USA: Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days**
- **12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.**
- **Complete Terms and conditions of sale available upon request (or available at: http://www.cellebrite.com/us/tc)**

Subtotal:	$999.00
S&H Amount:	
Sales Tax:	$0.00
Total:	$999.00

CELLEBRITE TERMS AND CONDITIONS OF SALE

1. Order of Precedence. This Cellebrite Terms and Conditions of Sale ("Terms") will be the only terms and conditions that apply to any purchase order ("Purchase Order") between you ("Buyer") and Cellebrite USA Corporation ("Cellebrite"). Cellebrite's acceptance of a Purchase Order is conditioned upon Buyer's acceptance of these Terms and all Purchase Orders submitted by Buyer shall be deemed to incorporate and be subject to the Terms.

2. Orders. Buyer shall submit Buyer's Purchase Orders for Product to Cellebrite as written Purchase Orders subject solely to the Terms, stating the quantities and descriptions of products ("Products") required, applicable purchase prices and license fees, requested delivery dates, and billing/shipping instructions. Cellebrite will accept or reject (at Cellebrite's sole discretion) Buyer's Purchase Order at Cellebrite's offices in Glen Rock, New Jersey. Buyer may reschedule delivery one time at least thirty (30) days before delivery date. If Buyer makes any changes less than thirty (30) days before delivery date or any additional rescheduled delivery, Buyer shall pay the full amount under the Purchase Order.

3. Delivery and Acceptance. Shipment will be FCA Cellebrite's location (Incoterms 2010) in New Jersey. Unless specified in the Purchase Order, shipment will be made in a manner reasonably determined by Cellebrite. Shipments are deemed accepted upon delivery.

4. Pricing. Unless otherwise stated in writing by Cellebrite, all prices quoted are in U.S. dollars, expire thirty (30) days after the date of a quotation, and are exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties now in force or hereafter enacted. Buyer agrees to pay all taxes, fees, or charges of any nature whatsoever imposed by any governmental authority on, or measured by the transaction between Buyer and Cellebrite, in addition to the prices quoted or invoiced. If Cellebrite is required to collect the foregoing, Buyer will pay such amounts unless Buyer has provided Cellebrite with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Terms of Payment. Payment is due prior to shipping; provided, however, that if Cellebrite has approved credit terms for Buyer's purchase, Buyer shall pay the invoiced amount within thirty (30) days from the date of Cellebrite's invoice, which Cellebrite will not issue before shipping. Cellebrite may assess an interest charge of up to one and one-half percent (1-1/2%) per month on all amounts which are not timely paid (but not to exceed the maximum lawful rate), accruing on a daily basis and compounding monthly from the date such amounts were due. If Buyer delays shipments other than as authorized in these Terms, Cellebrite may invoice Buyer when Cellebrite is prepared to ship. Cellebrite may invoice Buyer immediately upon cancellation of or change to any Purchase Order in accordance with Section 2 above.

6. PMSI. Buyer hereby grants to Cellebrite a purchase money security interest in the Product or Software to secure the purchase price of the Product or Software until the purchase price is paid in full. Buyer shall execute and deliver all documents requested by Cellebrite to perfect and maintain Cellebrite's security interest.

7. Title to Software. Notwithstanding anything to the contrary, software furnished hereunder ("Software") is licensed and not sold. Title to Software and documentation related to Software ("Documentation") shall remain solely with Cellebrite. Software provided under these Terms will be subject to an end user license agreement ("EULA"), which takes precedence over these Terms in the event of any conflict between these Terms and the EULA.

8. Warranty. Cellebrite's attached standard warranty shall apply to the sale of Products or license of any Software under these Terms.

9. Software Support. For the first twelve (12) months following the purchase of a Product, Cellebrite shall supply software for Products ("Software Support") at no additional charge. Following such period, Buyer may use a Purchase Order to purchase additional Software Support; provided, however, that Software Support must be continuous. During the Software Support period for a Product, Cellebrite shall supply certain software updates to Buyer, in accordance with Cellebrite's standard practices. Cellebrite may invoice Buyer for Software Support on the start date of each Software Support agreement. For clarity, Software Support does not cover any hardware issues.

10. Confidentiality. Each party agrees to keep the other party's confidential information confidential, with such care as it uses for its own confidential information, but at least reasonable care. These Terms are Cellebrite's confidential information.

11. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO THE USE OF THE PRODUCTS OR SOFTWARE BY ANYONE OTHER THAN BUYER. CELLEBRITE'S ENTIRE LIABILITY TO BUYER FOR ANY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY BUYER TO CELLEBRITE DURING THE TWELVE (12) MONTH PERIOD THAT IMMEDIATELY PRECEDED THE EVENT THAT GAVE RISE TO THE APPLICABLE CLAIM. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 11 SHALL NOT APPLY TO (I) BUYER'S PAYMENT OBLIGATIONS TO CELLEBRITE HEREUNDER; (II) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS; (III) BUYER'S VIOLATION OF CELLEBRITE'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) BUYER'S INDEMNITY OBLIGATIONS.

12. Buyer Indemnity. Buyer will, at its expense: (i) indemnify and hold Cellebrite and its affiliates, officers and directors harmless from any claim (whether brought by a third party or an employee, consultant or agent of Buyer's) arising from any use of a Product or Software in a manner other than as authorized under these Terms, including using a Product or Software in a manner that violates a person's fourth amendment rights under the United States Constitution (or its foreign equivalent) or misappropriating a person's list of contacts or other personal information, or for an Excluded Item (as defined in Cellebrite's warranty); (ii) reimburse Cellebrite for any expenses, costs and liabilities (including reasonable attorney fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

13. Compliance with Laws. Buyer represents, warrants and covenants to Cellebrite that Buyer shall only use the Products or Software in compliance with all applicable federal, state or local laws or regulations, or the applicable foreign equivalents and in a manner that does not violate the rights of any third party.

14. General. Neither party may assign its rights and obligations hereunder without the prior written consent of the other party, except either party may assign these Terms to any affiliate of such party or to an acquirer (by purchase, merger or otherwise) of all or substantially all of such party's business or assets relating to these Terms, provided that (i) the assignee agrees in writing to be bound by these Terms, (ii) neither the assignor nor assignee are in default hereunder. Any other purported assignment shall be null and void. No course of dealing or failure of either party to strictly enforce any term, right or condition of these Terms shall be construed as a waiver of such term, right or condition. Neither party shall be held responsible for any delay or failure in performance of any part of these Terms (other than payment obligations) to the extent such delay or failure is caused by events beyond its reasonable control. These Terms shall be governed by the laws of the State of ~~New York~~, excluding its choice of law rules and excluding the Convention for the International Sale of Goods. Buyer gives Cellebrite the right to list Buyer as one of Cellebrite's customers. The headings used in these Terms are for reference purposes only and will not be deemed to in any way affect the interpretation of any term or provision hereof. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render these Terms unreasonable. Except as provided for herein and except for any mutual nondisclosure agreement between Buyer and Cellebrite, these Terms constitute the entire agreement between Buyer and Cellebrite with respect to the subject matter herein.

Texas

CELLEBRITE'S STANDARD WARRANTY

A. Hardware Warranty. Cellebrite warrants that each Product, including all firmware and excluding Software (for which the warranty is only as provided under Section D), but not related services or prototypes of any such Product, shall be in conformance with the written specification furnished or agreed to by Cellebrite for twelve (12) months after acceptance (the "Warranty Period"). If any failure to conform to such specification ("Defect") is suspected in any Product during the Warranty Period, Buyer, after obtaining return authorization information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyze the failures, making use, when appropriate, of technical information provided by Buyer relating to the circumstances surrounding the failures. Cellebrite will verify whether any Defect appears in the Product. If a returned Product does not have a Defect, Buyer shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at Buyer's option, either repair or replace the defective Product with the same or equivalent Product without charge or, if such repair or replacement has not occurred by the thirtieth (30th) day following Cellebrite's receipt of the returned Product, credit or refund (at Buyer's option) the purchase price within ten (10) days after such thirtieth (30th) day; provided: (i) Buyer notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Buyer knows or reasonably should know of the claimed Defect, (ii) the claimed Defect actually exists and (iii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product FCA Cellebrite's premises (Incoterms 2010), freight prepaid to Buyer's destination. Any replaced Product or replaced parts of any Product shall become Cellebrite's property. In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty are warranted to be free from Defects as set forth above with respect to any Defect that appears (i) within six (6) months from the date of repair or replacement or (ii) prior to the expiration of the original Warranty Period, whichever is later.

B. Touch Screen Exclusion. Notwithstanding Section A, the Warranty Period for the touch screen of any Product with a touch screen is the period from the date of Buyer's initial receipt of the Product until thirty (30) days after such date, and Cellebrite warrants such touch screen only to the extent any damage to it was not caused by Buyer's negligence or willful misconduct.

C. Warranty of Title. Cellebrite warrants that any title conveyed hereunder (excluding Software) shall be good and its transfer rightful, and that the Products delivered under these Terms shall be free from all liens, encumbrances and restrictions. Cellebrite further warrants that it has all rights and powers necessary to perform its obligations under these Terms and that to its knowledge, it has the right to grant the licenses and other rights provided to Buyer by these Terms.

D. Software Warranty. Cellebrite warrants to Buyer that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformity with its Documentation. As Buyer's sole and exclusive remedy, Cellebrite will, at its sole expense, in its sole discretion and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty.

E. Exclusions. Notwithstanding anything to the contrary in this warranty, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to defects in Products or Software in the following cases: (a) Buyer's misuse, damage, or unauthorized modification of the Products or Software; (b) Buyer's combination of the Products or Software with other products or software, other than as authorized in writing by Cellebrite; (c) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Buyer; (d) Buyer's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (f) for any Product with a touch screen, any defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any defect caused in a touch screen by Buyer's negligence or willful misconduct; (g) maintenance of the Products or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a product or service not provided, authorized or approved by Cellebrite for use with the Products or Software; (i) any repair services not authorized or approved by Cellebrite; (j) any design, documentation, materials, test data or diagnostics supplied by Buyer that have not been authorized or approved by Cellebrite; (k) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS"); (l) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (m) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (n) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (o) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorized by an agreement between Cellebrite and Buyer; (p) use of Products or Software incorporated into a system, other than as authorized by Cellebrite; or (q) any Products or Software that has been resold or otherwise transferred to a third party by Buyer (any Product or Software affected by the cases in (a)-(q) is referred to hereinafter as an "Excluded Item").

F. Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE SELLER'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT BUYER'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

G. Repaired or Replaced Products. Before returning a Product for service, Cellebrite recommends that Buyer back up any data contained in such a Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, OR LOSS OR CORRUPTION OF, ANY RECORDS, PROGRAMS OR OTHER DATA RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, September 13, 2012 9:07 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'
Subject: RE: Cellebrite (220985)

Marty,

Paragraph 12 requires the County to indemnify Cellebrite. "To the extent provided for under the Constitution and laws of the State of Texas..." should be added to this paragraph. Otherwise, I approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 12, 2012 5:23 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'
Subject: FW: Cellebrite (220985)
Importance: High

Ms. Josephine:
Please review and comment as to form the a agreement attached. We have also provided you the agenda request with attachments.
Marty

PS CC for 9-18-12

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Wednesday, September 12, 2012 4:57 PM
To: martha.salazar@co.hidalgo.tx.us

Cc: 'Myra Montoya'
Subject: Cellebrite (220985)

May you please forward to legal for their review.

Thanks!!!