AI-34418 **1.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of check register and payment of claims and bills - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

BACKGROUND

Attachments

9-25-12 ck registers

Form Review

Form Started By: Monica Badillo Started On: 09/24/2012 03:04 PM

Final Approval Date: 09/24/2012

Approval of Check Register as Summarized Below

September 25th, 2012

Bank Account	Fund	Start Ck #	End Ck #		Amount
01	General Fund	368162	368573		1,686,903.66
02	Special Revenue	378274	378509		544,555.09
04	Capital Projects	14499	14522		291,235.20
05	Trust & Agency	22136	22169		58,500.76
07	Proprietary	5665	5667		6,375.40
15	Urban Special	27593	27607		174,712.27
			Total checks		**2,762,282.38**
Ach Withdrawals for:					
Trust & Agency Funds			ITEMS:	5	982,594.89
			Total withdrawals:		982,594.89
Bank Internal Transfer for:					
General Fund			ITEMS:	4	3,709,586.92
Special Revenue Funds			ITEMS:	6	1,712,779.27
Proprietary Funds			ITEMS:	2	38,299.49
			Total transfers:		5,460,665.68
			Total electronic payments:		6,443,260.57
			Grand Total:		**9,205,542.95**

ACH Withdrawals

Date	To	For	From	Amount
09/24/12	IRS Tax Payment	Regular PP19	Trust & Agency Fund	912,797.44
09/24/12	IRS Tax Payment	Urban County PP19	Trust & Agency Fund	9,939.51
09/24/12	IRS Tax Payment	Pay Cards PP19	Trust & Agency Fund	11,269.13
09/18/12	Esimpkins	457	Trust & Agency Fund	25.00
09/21/12	TXSDU	Child Support	Trust & Agency Fund	48,563.81
			Total Trust & Agency	982,594.89
			Total ACH Withdrawal	982,594.89

Bank Internal Transfers

Date	To	For	From	Amount
09/19/12	Payroll Fund	Regular PP19	General Fund	2,032,242.19
09/20/12	Trust & Agency Fund	Regular PP19	General Fund	1,636,122.92
09/19/12	Payroll Fund	Pay Cards PP19	General Fund	22,084.78
09/20/12	Trust & Agency Fund	Pay Cards PP19	General Fund	19,137.03
			Total General	3,709,586.92
09/19/12	Payroll Fund	Paycards PP19	Special Revenue Fund	17,304.15
09/20/12	Trust & Agency Fund	Paycards PP19	Special Revenue Fund	13,194.73
09/19/12	Payroll Fund	Regular PP19	Special Revenue Fund	916,160.20
09/20/12	Trust & Agency Fund	Regular PP19	Special Revenue Fund	705,353.45
09/19/12	Payroll Fund	Urban County PP19	Special Revenue Fund	33,049.47
09/20/12	Trust & Agency Fund	Urban County PP19	Special Revenue Fund	27,717.27
			Total Special Revenue	1,712,779.27
09/19/12	Payroll Fund	Regular PP19	Proprietary	21,661.71
09/20/12	Trust & Agency Fund	Regular PP19	Proprietary	16,637.78
			Total Proprietary	38,299.49
			Total Bank Transfers	5,460,665.68
			Grand Total	6,443,260.57

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00368162	16,857.50	09/25/12	201979 ALEMAN, JAIME	C
01	00368163	2,452.50	09/25/12	23019 ALEXANDER, MARK	C
01	00368164	4,342.50	09/25/12	375454 ALEXANDER, PAMELA S.	C
01	00368165	870.00	09/25/12	305464 ALVAREZ, JUAN R.	C
01	00368166	427.50	09/25/12	200115 LAW OFFICES OF EDUARDO ANAYA, P.C.	C
01	00368167	3,725.00	09/25/12	309931 BALL, JOHNATHAN TRACY	C
01	00368168	420.00	09/25/12	329134 BARBOSA, ALBERTO	C
01	00368169	250.00	09/25/12	330752 CANALES, MELISA LARES	C
01	00368170	1,445.00	09/25/12	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00368171	1,000.00	09/25/12	315532 CARLOS E. ORTEGON, P.C.	C
01	00368172	257.50	09/25/12	188921 DAVID E CAZARES P.C.	C
01	00368173	700.00	09/25/12	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00368174	1,020.00	09/25/12	391948 LAW OFFICE OF MARLA CUELLAR	C
01	00368175	4,545.00	09/25/12	181552 DELLA FAY PEREZ, PLLC	C
01	00368176	500.00	09/25/12	213837 DIAZ, MELINDA	C
01	00368177	1,125.00	09/25/12	282847 ESPARZA, LAWRENCE	C
01	00368178	1,205.00	09/25/12	322555 ESPINOSA, PILAR V.	C
01	00368179	335.00	09/25/12	333034 FLORES, ABIEL	C
01	00368180	5,580.00	09/25/12	249378 OSCAR RENE FLORES, P.C.	C
01	00368181	1,315.00	09/25/12	365041 RENE A FLORES	C
01	00368182	800.00	09/25/12	345571 FLORES, RICARDO	C
01	00368183	1,517.50	09/25/12	362964 SYLVIA VEGA FLORES	C
01	00368184	1,002.50	09/25/12	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00368185	1,770.00	09/25/12	241873 JAIME ROEL GARCIA	C
01	00368186	300.00	09/25/12	365297 GARCIA, RUBEN	C
01	00368187	3,685.00	09/25/12	348805 GARZA & PENA, PLLC	C
01	00368188	1,635.00	09/25/12	145882 ABEL GARZA ATTORNEY AT LAW	C
01	00368189	1,128.00	09/25/12	371432 GARZA, AURELIO	C
01	00368190	735.00	09/25/12	249629 GARZA, CARLOS JAIME	C
01	00368191	250.00	09/25/12	395641 GARZA, JOSE M.	C
01	00368192	2,360.00	09/25/12	159298 GARZA, ROGELIO	C
01	00368193	1,630.00	09/25/12	19062 GOMEZ, JOSE ANTONIO	C
01	00368194	995.00	09/25/12	181188 GONZALES, FRANCISCO E. JR.	C
01	00368195	1,007.50	09/25/12	8311 GORENA, DAVID R.	C
01	00368196	860.00	09/25/12	282634 LAW OFFICE OF RAUL A. GUAJARDO, P.L.L.C	C
01	00368197	500.00	09/25/12	240079 HIGDON LAW FIRM, P.C.	C
01	00368198	4,707.50	09/25/12	274046 HINOJOSA, ANNETTE C.	C
01	00368199	700.00	09/25/12	179094 JEANNE E. HOLMES, P.C.	C
01	00368200	2,920.00	09/25/12	390232 LAW OFFICE OF CARLOS R. GALVAN	C
01	00368201	1,347.50	09/25/12	123307 LAW OFFICE OF ELBA ROCHA, PLLC	C
01	00368202	1,205.00	09/25/12	385174 LAW OFFICES OF DAVID LEE MCGEE P.C.	C
01	00368203	1,540.00	09/25/12	266418 LOPEZ, MIGUEL JR.	C
01	00368204	250.00	09/25/12	353582 LOPEZ, TEODULO L. JR.	C
01	00368205	200.00	09/25/12	149454 MADRIGAL, ROMAN	C
01	00368206	2,175.00	09/25/12	268879 MALDONADO, E. OMAR	C
01	00368207	300.00	09/25/12	307742 MARTINEZ, ARMANDO P.	C
01	00368208	920.00	09/25/12	203564 MCMASTER, DOUGLAS M.	C
01	00368209	350.00	09/25/12	282669 LAW OFFICE OF ROBERTO MEZA, JR.	C
01	00368210	1,267.50	09/25/12	159336 LAW OFFICE OF VERONICA MONCIVAIS	C
01	00368211	5,460.00	09/25/12	251127 LAW OFFICE OF MELISSA RIOS MONTES	C
01	00368212	550.00	09/25/12	265543 LAW OFFICE OF DANIEL MORA, III	C
01	00368213	300.00	09/25/12	322652 LAW OFFICE OF JAIME M. MORALES	C
01	00368214	350.00	09/25/12	223441 LAW OFFICE OF OSVALDO J. MORALES, III	C
01	00368215	4,157.50	09/25/12	226297 MORALES-MARTINEZ, NEREYDA	C
01	00368216	502.50	09/25/12	253871 OSORIO, ALBERTO	C

Bank	Check No	Amount	Date	Vendor	Type
01	00368217	390.00	09/25/12	156434 PALACIOS, TORIBIO	C
01	00368218	2,680.00	09/25/12	316261 PEREZ, KATHERINE GARCIA	C
01	00368219	500.00	09/25/12	291749 RAMIREZ, JOSE ALBINO	C
01	00368220	440.00	09/25/12	159328 RAMIREZ, LUIS R.	C
01	00368221	1,050.00	09/25/12	95982 RAMIREZ, MARIO	C
01	00368222	14,450.00	09/25/12	182273 REYES, DANIEL R.	C
01	00368223	1,605.00	09/25/12	360279 THE LAW OFFICE OF SAMUEL REYES	C
01	00368224	405.00	09/25/12	217026 REYNA, JOSE J.	C
01	00368225	515.00	09/25/12	98655 RICHARD GARZA, ATTORNEY AT LAW	C
01	00368226	525.00	09/25/12	297615 LAW OFFICE OF REGINA RICHARDSON	C
01	00368227	4,262.50	09/25/12	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00368228	527.50	09/25/12	256463 RODRIGUEZ, JOHN J.	C
01	00368229	350.00	09/25/12	353477 SAHADI, JAMES M.	C
01	00368230	1,270.00	09/25/12	311553 THE SANCHEZ LAW FIRM	C
01	00368231	2,025.00	09/25/12	400335 SOLIS, ROGELIO	C
01	00368232	270.00	09/25/12	332992 MARK M. TALBOT	C
01	00368233	445.00	09/25/12	320102 LAW OFFICE OF LAURO B. TREJO III	C
01	00368234	420.00	09/25/12	222518 UNITED STATES TREASURY	C
01	00368235	1,532.50	09/25/12	320196 VALDEZ, ROOSEVELT ROY	C
01	00368236	800.00	09/25/12	251917 VALDEZ, SERGIO J.	C
01	00368237	905.00	09/25/12	295973 LAW OFFICE OF LENNARD K WHITTAKER	C
01	00368238	1,332.50	09/25/12	326585 WISE, MIGUEL D.	C
01	00368239	5.00	09/25/12	363588 AGUA SPECIAL UTILITY DISTRICT	C
01	00368240	1,919.00	09/25/12	153915 CDW GOVERNMENT INC.	C
01	00368241	2,490.55	09/25/12	227706 GULF COAST TRADES CENTER	C
01	00368242	94.50	09/25/12	313572 3GS, LLC	C
01	00368243	380.00	09/25/12	211532 A SIGN LANGUAGE COMPANY	C
01	00368244	220.00	09/25/12	347612 A-1 AUTO GLASS LLC	C
01	00368245	105.05	09/25/12	337 A-OK VACUUM CLEANER SALES	C
01	00368246	120.00	09/25/12	347442 A-Z COMMUNICATIONS	C
01	00368247	396.12	09/25/12	89885 ACTION HYDRAULIC HOSES, ETC.	C
01	00368248	149.90	09/25/12	388475 ADVANCE BATTERY CO., INC.	C
01	00368249	623.08	09/25/12	363588 AGUA SPECIAL UTILITY DISTRICT	C
01	00368250	3,020.00	09/25/12	401374 AIM MEDIA TEXAS OPERATING, LLC	C
01	00368251	228.22	09/25/12	401374 AIM MEDIA TEXAS OPERATING, LLC	C
01	00368252	21.95	09/25/12	399140 ALARM SECURITY GROUP LLC	C
01	00368253	80.00	09/25/12	399248 ALEXANDER R & ADELE P BARTHE	C
01	00368254	100.51	09/25/12	318973 ALLIED WASTE SERVICES #863	C
01	00368255	28.86	09/25/12	330841 ALVAREZ, BELINDA	C
01	00368256	35.00	09/25/12	110205 AMERICAN CORRECTIONAL ASSOCIATION	C
01	00368257	32.97	09/25/12	1864 AMIGO POWER EQUIPMENT	C
01	00368258	605.00	09/25/12	1961 ANDERSON EQUIPMENT CO INC	C
01	00368259	77.25	09/25/12	199362 ANRIGE, INC.	C
01	00368260	105.00	09/25/12	199362 ANRIGE, INC.	C
01	00368261	4,153.45	09/25/12	302465 ARGUINDEGUI OIL CO II LTD	C
01	00368262	59,211.94	09/25/12	302465 ARGUINDEGUI OIL CO II LTD	C
01	00368263	189.98	09/25/12	244104 ASSOCIATION OF CERTIFIED FRAUD EXAMINERS	C
01	00368264	411.75	09/25/12	328626 AT&T	C
01	00368265	509.86	09/25/12	328626 AT&T	C
01	00368266	96.92	09/25/12	328626 AT&T	C
01	00368267	460.11	09/25/12	328626 AT&T	C
01	00368268	20.20	09/25/12	328626 AT&T	C
01	00368269	75.94	09/25/12	278378 AT&T LONG DISTANCE	C
01	00368270	44.40	09/25/12	366501 AT&T MOBILITY	C
01	00368271	20,200.00	09/25/12	342009 AUTOPSY SVCS & EXPERT TESTIMONY, PLLC	C

Bank	Check No	Amount	Date	Vendor	Type
01	00368272	63.20	09/25/12	337412 AUTOZONE	C
01	00368273	8,319.70	09/25/12	197076 BEN E. KEITH FOODS CO.	C
01	00368274	280.00	09/25/12	385778 BIO-OPS, LLC.	C
01	00368275	80.00	09/25/12	385778 BIO-OPS, LLC.	C
01	00368276	5,469.75	09/25/12	90476 BOB BARKER COMPANY, INC	C
01	00368277	901.00	09/25/12	365432 BOGLE, RICK & ANNETTE	C
01	00368278	142.41	09/25/12	4081 BORDERLAND HARDWARE OF MERCEDES, INC.	C
01	00368279	316,980.00	09/25/12	262501 BROOKS COUNTY DETENTION CENTER	C
01	00368280	77.97	09/25/12	4537 BURTON AUTO SUPPLY, INC	C
01	00368281	218.38	09/25/12	4537 BURTON AUTO SUPPLY, INC	C
01	00368282	56.90	09/25/12	4537 BURTON AUTO SUPPLY, INC.	C
01	00368283	136.69	09/25/12	4537 BURTON AUTO SUPPLY, INC.	C
01	00368284	360.00	09/25/12	323861 BUSINESS LANGUAGES, INC.	C
01	00368285	897.05	09/25/12	4561 BUSTER LIND PRODUCE	C
01	00368286	110.93	09/25/12	124346 C & S SAFETY SUPPLY	C
01	00368287	1,088.66	09/25/12	369896 CARRIER CORPORATION	C
01	00368288	2,000.00	09/25/12	101575 CASTRO, DAVID M.	C
01	00368289	599.82	09/25/12	153915 CDW GOVERNMENT INC.	C
01	00368290	10,150.00	09/25/12	6459 CITY OF ALTON FIRE DEPARTMENT	C
01	00368291	17,400.00	09/25/12	9113 CITY OF DONNA	C
01	00368292	25,309.25	09/25/12	10197 CITY OF EDINBURG	C
01	00368293	1,769.42	09/25/12	10197 CITY OF EDINBURG	C
01	00368294	39.83	09/25/12	10197 CITY OF EDINBURG	C
01	00368295	127.51	09/25/12	10197 CITY OF EDINBURG	C
01	00368296	90.94	09/25/12	10197 CITY OF EDINBURG	C
01	00368297	291.28	09/25/12	6637 CITY OF MISSION	C
01	00368298	246.70	09/25/12	6637 CITY OF MISSION	C
01	00368299	4,298.00	09/25/12	390593 CLIFFORD POWER SYSTEMS, INC.	C
01	00368300	400.00	09/25/12	234303 COHRS, RICHARD	C
01	00368301	1,144.17	09/25/12	393363 COMDATA	C
01	00368302	4,167.56	09/25/12	393363 COMDATA	C
01	00368303	35.00	09/25/12	399329 COMPUTERS AND YOU	C
01	00368304	6,326.79	09/25/12	381241 COMTECH, LLC	C
01	00368305	110.00	09/25/12	230995 COUNTY & DISTRICT CLERK'S ASSC. OF TEXAS	C
01	00368306	488.06	09/25/12	270563 CPL RETAIL ENERGY, LP	C
01	00368307	1,612.58	09/25/12	270563 CPL RETAIL ENERGY, LP	C
01	00368308	129.51	09/25/12	270563 CPL RETAIL ENERGY, LP	C
01	00368309	1,150.00	09/25/12	384631 CYMEZ INTERNATIONAL SECURITY LLC	C
01	00368310	145.00	09/25/12	250562 DANABY RENTALS, INC.	C
01	00368311	51.06	09/25/12	370347 DEL ANGEL, ENEDELIA	C
01	00368312	1,350.58	09/25/12	178136 DELL MARKETING L.P.	C
01	00368313	46.50	09/25/12	86525 DELTA SPECIALTIES SUPPLY	C
01	00368314	40.00	09/25/12	358045 DIGITAL ALLY, INC.	C
01	00368315	42.99	09/25/12	228389 DIRECTV	C
01	00368316	40.99	09/25/12	228389 DIRECTV, INC.	C
01	00368317	44.62	09/25/12	258385 DISH	C
01	00368318	75.48	09/25/12	231339 DUQUE, MARY LOU	C
01	00368319	655.47	09/25/12	383244 EAGLE ELITE AUTO SERVICES LLC	C
01	00368320	16,150.00	09/25/12	10014 EDINBURG VOL FIRE DEPT	C
01	00368321	56.06	09/25/12	95044 ESTRADA, OTILA	C
01	00368322	7.69	09/25/12	11908 FEDEX	C
01	00368323	157.28	09/25/12	332852 FERGUSON ENTERPRISES, INC #116	C
01	00368324	40.00	09/25/12	110736 FLORES, ADELAIDO JR.	C
01	00368325	244.80	09/25/12	401102 FLORES, DAVID	C
01	00368326	200.00	09/25/12	402745 FLORIDO, CHRISTY M.	C

Bank	Check No	Amount	Date	Vendor	Type
01	00368327	2,900.15	09/25/12	289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
01	00368328	5,778.48	09/25/12	393894 FOOD MARKETING CONCEPTS	C
01	00368329	24.50	09/25/12	321826 G & K SERVICE INC.	C
01	00368330	242.54	09/25/12	321826 G & K SERVICE INC.	C
01	00368331	868.02	09/25/12	231266 G & S AUTO GLASS	C
01	00368332	98.79	09/25/12	387509 GARZA, EDEL	C
01	00368333	38.29	09/25/12	223905 GARZA, VICTORIA M.	C
01	00368334	29.97	09/25/12	398721 GARZA, YESICA	C
01	00368335	1,021.50	09/25/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00368336	612.05	09/25/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00368337	772.27	09/25/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00368338	1,544.04	09/25/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00368339	1,220.64	09/25/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00368340	193.10	09/25/12	169242 GCR TIRE CENTER TDS	C
01	00368341	10,924.50	09/25/12	324019 GONZALEZ PALACIOS, LLP	C
01	00368342	43.29	09/25/12	398780 GONZALEZ, DEBRA LEE	C
01	00368343	664.18	09/25/12	14788 GOODYEAR AUTO SERVICE CENTER	C
01	00368344	34.00	09/25/12	401510 GREEN LANDS FOOD LLC	C
01	00368345	45.51	09/25/12	401803 GUERRA, MARIA ISABEL	C
01	00368346	501.00	09/25/12	15253 GULF COAST PAPER CO.	C
01	00368347	3,074.47	09/25/12	15253 GULF COAST PAPER CO.	C
01	00368348	1,140.00	09/25/12	15261 GULF DATA PRODUCTS	C
01	00368349	22.50	09/25/12	15369 GUTHRIE'S LOCKSMITH & SAFE SHOP	C
01	00368350	70.00	09/25/12	15369 GUTHRIE'S LOCKSMITH & SAFE SHOP	C
01	00368351	1,316.34	09/25/12	201367 H & H GOLF CARTS, INC.	C
01	00368352	25.53	09/25/12	371378 HERNANDEZ, MARICELA	C
01	00368353	14,232.00	09/25/12	16357 HIDALGO CO. DISTRICT CLERK	C
01	00368354	382,227.25	09/25/12	16306 HIDALGO COUNTY APPRAISAL DISTRICT	C
01	00368355	21.60	09/25/12	198331 HIDALGO COUNTY IRRIGATION DIST. #2	C
01	00368356	15.90	09/25/12	94366 HOLT TEXAS, LTD. DBA HOLT CAT	C
01	00368357	396.66	09/25/12	94366 HOLT TEXAS, LTD. DBA HOLT CAT	C
01	00368358	123.98	09/25/12	305545 THE HOME DEPOT	C
01	00368359	597.39	09/25/12	179442 IVAN'S AUTOMOTIVE	C
01	00368360	3,943.59	09/25/12	252476 JBS DISTRIBUTION	C
01	00368361	71.00	09/25/12	18465 JESSE TREVINO INSURANCE AGENCY, INC.	C
01	00368362	71.00	09/25/12	18465 JESSE TREVINO INSURANCE AGENCY, INC.	C
01	00368363	528.00	09/25/12	253324 JOHNSTONE SUPPLY-PHARR	C
01	00368364	12.21	09/25/12	310948 JUAREZ, JUANA VERONICA	C
01	00368365	790.00	09/25/12	338613 JUSTICE WORKS, LLC	C
01	00368366	6,000.00	09/25/12	20567 LA JOYA VOLUNTEER FIRE DEPT.	C
01	00368367	700.84	09/25/12	119784 LABATT FOOD SERVICE	C
01	00368368	98,685.00	09/25/12	271632 LCS CORRECTIONS SERVICES, INC.	C
01	00368369	45.51	09/25/12	335592 LEAL, ROBERTO	C
01	00368370	420.00	09/25/12	237507 LEXISNEXIS	C
01	00368371	499.00	09/25/12	237507 LEXISNEXIS	C
01	00368372	74.36	09/25/12	143731 LONE STAR OVERNIGHT	C
01	00368373	21.62	09/25/12	143731 LONE STAR OVERNIGHT	C
01	00368374	44.26	09/25/12	143731 LONE STAR OVERNIGHT	C
01	00368375	3,504.00	09/25/12	288772 LONE STAR UNIFORMS, INC.	C
01	00368376	92.13	09/25/12	333557 LOPEZ, SANDRA	C
01	00368377	1,470.13	09/25/12	367176 MAACO COLLISION	C
01	00368378	750.45	09/25/12	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00368379	13.93	09/25/12	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00368380	13.93	09/25/12	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00368381	41.48	09/25/12	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C

Bank	Check No	Amount	Date	Vendor		Type
01	00368382	20.06	09/25/12	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00368383	37.05	09/25/12	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00368384	42.06	09/25/12	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00368385	32.25	09/25/12	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00368386	10,189.80	09/25/12	262056	JOSE E. GARCIA	C
01	00368387	500.00	09/25/12	266264	MCALLEN HOSPITALS, L.P.	C
01	00368388	758.21	09/25/12	23825	MCALLEN PUBLIC UTILITY	C
01	00368389	283.08	09/25/12	23825	MCALLEN PUBLIC UTILITY	C
01	00368390	6,800.00	09/25/12	24406	MERCEDES FIRE DEPT	C
01	00368391	24.87	09/25/12	138479	MILITARY HIGHWAY WATER SUPPLY CORP.	C
01	00368392	5,992.55	09/25/12	138657	MILK PRODUCTS, LLC (AUSTIN)	C
01	00368393	1,100.00	09/25/12	170321	MIRTA ZORRILLA, M.D. P.A.	C
01	00368394	347.65	09/25/12	24996	MISSION AUTO ELECTRIC, INC.	C
01	00368395	1,664.00	09/25/12	25097	MISSION HOSPITAL, INC	C
01	00368396	643.93	09/25/12	275506	MOBILE RELAYS PARTNERS, LTD.	C
01	00368397	84.24	09/25/12	388467	MODEL LAUNDRY, LLC	C
01	00368398	141.10	09/25/12	388467	MODEL LAUNDRY, LLC	C
01	00368399	5.55	09/25/12	292508	MOLINA, HILDA	C
01	00368400	195.00	09/25/12	72745	MONTALVO INSURANCE AGENCY, INC.	C
01	00368401	348.00	09/25/12	72745	MONTALVO INSURANCE AGENCY, INC.	C
01	00368402	3,866.00	09/25/12	72745	MONTALVO INSURANCE AGENCY, INC.	C
01	00368403	1,550.00	09/25/12	25348	MONTE ALTO FIRE DEPT.	C
01	00368404	922.56	09/25/12	367753	MONTGOMERY TECHNOLOGY SYSTEMS, LLC	C
01	00368405	3,650.00	09/25/12	371815	MR. VICTORS AUTO 8 TRAILER SALES	C
01	00368406	143.90	09/25/12	297321	FIGUEROA-MUNOZ, ADELITA	C
01	00368407	36.63	09/25/12	129259	MURPHY, ELVA	C
01	00368408	177.70	09/25/12	153842	NICHO PRODUCE CO, INC	C
01	00368409	96.75	09/25/12	25895	NORTH ALAMO WATER SUPPLY CORP	C
01	00368410	128.30	09/25/12	25895	NORTH ALAMO WATER SUPPLY CORP	C
01	00368411	17.75	09/25/12	25895	NORTH ALAMO WATER SUPPLY CORP	C
01	00368412	422.88	09/25/12	25895	NORTH ALAMO WATER SUPPLY CORP	C
01	00368413	46.00	09/25/12	182834	NTC DRUG TESTING SERVICES, INC.	C
01	00368414	211.72	09/25/12	195545	NUECES POWER EQUIPMENT	C
01	00368415	412.14	09/25/12	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
01	00368416	2,488.64	09/25/12	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
01	00368417	275.94	09/25/12	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
01	00368418	91.92	09/25/12	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
01	00368419	5.79	09/25/12	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
01	00368420	387.43	09/25/12	312231	OFFICE DEPOT, INC.	C
01	00368421	31.08	09/25/12	380393	PENA, AMANDA	C
01	00368422	264,666.39	09/25/12	342408	PERDUE, BRANDON FIELDER, COLLINS & MOTT	C
01	00368423	5,533.77	09/25/12	247448	PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA	C
01	00368424	14.50	09/25/12	91987	PUEBLO TIRES & SERVICE	C
01	00368425	643.55	09/25/12	244759	QUEST DIAGNOSTICS	C
01	00368426	9,000.00	09/25/12	52272	RAMIREZ, JOSE JR.	C
01	00368427	6,288.47	09/25/12	277223	RELIANT, DEPT 0954	C
01	00368428	2,254.81	09/25/12	277223	RELIANT, DEPT 0954	C
01	00368429	1,411.49	09/25/12	277223	RELIANT, DEPT 0954	C
01	00368430	832.55	09/25/12	277223	RELIANT, DEPT 0954	C
01	00368431	2,016.77	09/25/12	277223	RELIANT, DEPT 0954	C
01	00368432	109.74	09/25/12	277223	RELIANT, DEPT 0954	C
01	00368433	46.36	09/25/12	277223	RELIANT, DEPT 0954	C
01	00368434	46.36	09/25/12	277223	RELIANT, DEPT 0954	C
01	00368435	23.17	09/25/12	277223	RELIANT, DEPT 0954	C
01	00368436	164.63	09/25/12	277223	RELIANT, DEPT 0954	C

Bank	Check No	Amount	Date	Vendor	Type
01	00368437	23.17	09/25/12	277223 RELIANT, DEPT 0954	C
01	00368438	54.88	09/25/12	277223 RELIANT, DEPT 0954	C
01	00368439	109.74	09/25/12	277223 RELIANT, DEPT 0954	C
01	00368440	9.27	09/25/12	277223 RELIANT, DEPT 0954	C
01	00368441	54.88	09/25/12	277223 RELIANT, DEPT 0954	C
01	00368442	164.63	09/25/12	277223 RELIANT, DEPT 0954	C
01	00368443	92.01	09/25/12	277223 RELIANT, DEPT 0954	C
01	00368444	1,894.54	09/25/12	277223 RELIANT, DEPT 0954	C
01	00368445	3,558.64	09/25/12	277223 RELIANT, DEPT 0954	C
01	00368446	1,509.57	09/25/12	277223 RELIANT, DEPT 0954	C
01	00368447	21.09	09/25/12	393339 REYES, LAURA PATRICIA	C
01	00368448	78.00	09/25/12	400076 RHODE ISLAND RED INC.	C
01	00368449	58.00	09/25/12	381586 RICANA LLC	C
01	00368450	2,878.11	09/25/12	399566 RICOH USA, INC.	C
01	00368451	375.00	09/25/12	399566 RICOH USA, INC.	C
01	00368452	277.60	09/25/12	31003 RIO GRANDE PLUMBING SUPPLY INC.	C
01	00368453	12.21	09/25/12	377015 ROBLEDO, NORMA E.	C
01	00368454	39.02	09/25/12	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
01	00368455	1,000.61	09/25/12	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
01	00368456	69.93	09/25/12	304131 SAENZ HARDWARE	C
01	00368457	3.89	09/25/12	398470 SAENZ, PRAJEDES R.	C
01	00368458	260.59	09/25/12	376574 SAFARILAND, LLC	C
01	00368459	112.21	09/25/12	268674 SAM'S CAFE	C
01	00368460	400.00	09/25/12	33359 SAN JUAN FIRE DEPARTMENT	C
01	00368461	74.00	09/25/12	399981 SANCHEZ, ROBERT	C
01	00368462	80.90	09/25/12	33766 SEA GARDEN SALES	C
01	00368463	185.46	09/25/12	382639 SERVICEWEAR APPAREL INC	C
01	00368464	18,281.07	09/25/12	201839 SHAVER FOODS, LLC	C
01	00368465	376.82	09/25/12	34282 SHERWIN-WILLIAMS COMPANY	C
01	00368466	2,752.00	09/25/12	351709 SIG SAUER, INC	C
01	00368467	171.50	09/25/12	393479 SILVA, ANTONIO	C
01	00368468	129.80	09/25/12	34797 SOUTH TEXAS COMMUNICATIONS, INC.	C
01	00368469	2,240.00	09/25/12	34797 SOUTH TEXAS COMMUNICATIONS, INC.	C
01	00368470	389.50	09/25/12	393487 SOUTH TEXAS FLAG & SIGN	C
01	00368471	448.87	09/25/12	204803 COMMERCIAL BILLING SERVICE	C
01	00368472	535.00	09/25/12	328804 SOUTHERN TIRE MART	C
01	00368473	1,762.74	09/25/12	210501 SPRINT	C
01	00368474	1,742.10	09/25/12	210501 SPRINT	C
01	00368475	3,843.75	09/25/12	388416 STANARD & ASSOCIATES, INC.	C
01	00368476	6,474.47	09/25/12	319449 STAPLES ADVANTAGE	C
01	00368477	73.85	09/25/12	319449 STAPLES ADVANTAGE	C
01	00368478	612.69	09/25/12	319449 STAPLES ADVANTAGE	C
01	00368479	2,192.05	09/25/12	319449 STAPLES ADVANTAGE	C
01	00368480	14,241.50	09/25/12	262366 STARR TELECOMMUNICATIONS, ETC.	C
01	00368481	206.05	09/25/12	218723 SUBWAY #6216	C
01	00368482	295.00	09/25/12	133655 SUPERIOR ALARMS	C
01	00368483	111.67	09/25/12	336319 SUPERIOR OIL EXPRESS	C
01	00368484	14.50	09/25/12	336319 SUPERIOR OIL EXPRESS	C
01	00368485	2,210.13	09/25/12	114243 SYSCO INC.	C
01	00368486	355.52	09/25/12	36153 TEJAS EQUIPMENT RENTAL & SALES	C
01	00368487	20,045.00	09/25/12	263532 TEXAS CONFERENCE OF URBAN COUNTIES	C
01	00368488	41.51	09/25/12	288888 TEXAS GAS SERVICE	C
01	00368489	1,500.00	09/25/12	37036 TEXAS LAWYERS' INSURANCE EXCHANGE	C
01	00368490	67.65	09/25/12	231924 TIME WARNER CABLE	C
01	00368491	49.12	09/25/12	231924 TIME WARNER CABLE	C

Bank	Check No	Amount	Date	Vendor	Type
01	00368492	2,688.78	09/25/12	302007 TIRE CENTERS, LLC	C
01	00368493	246.25	09/25/12	397857 TREVINO'S DIGITAL PHOTOGRAPHY, INC.	C
01	00368494	1,447.00	09/25/12	214264 TRI-COUNTY COMMUNICATIONS, LTD	C
01	00368495	2,484.92	09/25/12	214264 TRI-COUNTY COMMUNICATIONS, LTD	C
01	00368496	303.46	09/25/12	155284 UNITED PARCEL SERVICE	C
01	00368497	370.10	09/25/12	155284 UNITED PARCEL SERVICE	C
01	00368498	16.12	09/25/12	155284 UNITED PARCEL SERVICE	C
01	00368499	3,122.46	09/25/12	217182 UPPER VALLEY MAIL SERVICES	C
01	00368500	442.27	09/25/12	39837 VALLEY BOTTLE WATER CO.	C
01	00368501	255.90	09/25/12	39837 VALLEY BOTTLE WATER CO.	C
01	00368502	105.40	09/25/12	39837 VALLEY BOTTLE WATER CO.	C
01	00368503	289.80	09/25/12	39837 VALLEY BOTTLE WATER CO.	C
01	00368504	50.94	09/25/12	132799 VALLEY OUTDOOR POWER EQUIPMENT, INC.	C
01	00368505	150.96	09/25/12	375608 VELA, ROBERT	C
01	00368506	159.89	09/25/12	251577 VERIZON SOUTHWEST	C
01	00368507	296.24	09/25/12	251577 VERIZON SOUTHWEST	C
01	00368508	258.97	09/25/12	287024 VERIZON WIRELESS	C
01	00368509	1,283.91	09/25/12	157783 VILLARREAL, JOAQUIN III JUDGE	C
01	00368510	227.32	09/25/12	40991 W. W. GRAINGER INC.	C
01	00368511	1,664.00	09/25/12	40991 W. W. GRAINGER INC.	C
01	00368512	65.46	09/25/12	392251 WASTE CONNECTIONS OF TEXAS	C
01	00368513	28.78	09/25/12	78344 WEAKS MARTIN IMPLEMENT CO., INC.	C
01	00368514	12.09	09/25/12	268755 WELDINGHOUSE, INC.	C
01	00368515	68.20	09/25/12	268755 WELDINGHOUSE, INC.	C
01	00368516	6,173.37	09/25/12	179701 WESLACO FORD, LLP	C
01	00368517	991.30	09/25/12	41548 WEST PUBLISHING CORPORATION	C
01	00368518	995.27	09/25/12	348376 WESTERN DETENTION PRODUCTS, INC.	C
01	00368519	15.00	09/25/12	319082 WHAT-A-WASH CARWASH	C
01	00368520	30.00	09/25/12	319082 WHAT-A-WASH CARWASH	C
01	00368521	92.50	09/25/12	157244 WHATABURGER	C
01	00368522	140.00	09/25/12	220833 WINDSHIELDS XPRESS	C
01	00368523	233.10	09/25/12	42129 XEROX CORPORATION	C
01	00368524	105.92	09/25/12	42129 XEROX CORPORATION	C
01	00368525	698.01	09/25/12	42129 XEROX CORPORATION	C
01	00368526	259.07	09/25/12	42129 XEROX CORPORATION	C
01	00368527	219.74	09/25/12	42129 XEROX CORPORATION	C
01	00368528	565.45	09/25/12	42129 XEROX CORPORATION	C
01	00368529	633.38	09/25/12	42129 XEROX CORPORATION	C
01	00368530	2,778.94	09/25/12	42129 XEROX CORPORATION	C
01	00368531	973.00	09/25/12	176834 YODER ENTERPRISES, INC., DBA	C
01	00368532	235.00	09/25/12	341622 BANNON & ASSOCIATES & LLC	C
01	00368533	235.00	09/25/12	341622 BANNON & ASSOCIATES & LLC	C
01	00368534	26.06	09/25/12	302813 CARRASCO, ROEL	C
01	00368535	129.00	09/25/12	402516 CHAPA, ERICA	C
01	00368536	2,986.40	09/25/12	343277 CITIBANK	C
01	00368537	473.80	09/25/12	99287 DOUBLETREE HOTEL AUSTIN	C
01	00368538	473.80	09/25/12	99287 DOUBLETREE HOTEL AUSTIN	C
01	00368539	473.80	09/25/12	99287 DOUBLETREE HOTEL AUSTIN	C
01	00368540	402.50	09/25/12	275875 EAN HOLDINGS, LLC DBA	C
01	00368541	55.51	09/25/12	320153 GARCES, RAQUEL BENITEZ	C
01	00368542	20.43	09/25/12	375152 GARCIA, MARCOS	C
01	00368543	264.00	09/25/12	364037 GARCIA, RICARDO R.	C
01	00368544	247.50	09/25/12	197629 GARZA, HOMERO JUDGE	C
01	00368545	51.32	09/25/12	222186 GOMEZ, ADAN	C
01	00368546	24.15	09/25/12	293016 GONZALEZ, LEONOR	C

Bank	Check No	Amount	Date	Vendor		Type
01	00368547	1,030.00	09/25/12	187704	GOVERNMENT FINANCE OFFICERS ASSOCIATION	C
01	00368548	51.02	09/25/12	381977	GUERRA, NORBERTO	C
01	00368549	246.00	09/25/12	93432	GUERRA, VALDE	C
01	00368550	37.43	09/25/12	400998	HINOJOSA, ALEJANDRO	C
01	00368551	26.76	09/25/12	375144	LUERA, ROBERT	C
01	00368552	156.00	09/25/12	402222	MENDOZA, CASEY JOHN	C
01	00368553	19.89	09/25/12	357375	OLIVAREZ, CARLOS	C
01	00368554	310.50	09/25/12	202398	OMNI AUSTIN HOTEL-SOUTHPARK	C
01	00368555	310.50	09/25/12	202398	OMNI AUSTIN HOTEL-SOUTHPARK	C
01	00368556	23.77	09/25/12	402672	REYES, ANDREA	C
01	00368557	815.00	09/25/12	402753	RGV CHAPTER OF THE ASSOCIATION OF	C
01	00368558	745.20	09/25/12	340634	SHERATON AUSTIN	C
01	00368559	395.00	09/25/12	183059	TEXAS ASSOCIATION OF COUNTIES	C
01	00368560	100.00	09/25/12	320013	TEXAS COMMISSION OF LAW ENFORCEMENT	C
01	00368561	100.00	09/25/12	320013	TEXAS COMMISSION OF LAW ENFORCEMENT	C
01	00368562	100.00	09/25/12	320013	TEXAS COMMISSION OF LAW ENFORCEMENT	C
01	00368563	105.00	09/25/12	263532	TEXAS CONFERENCE OF URBAN COUNTIES	C
01	00368564	105.00	09/25/12	263532	TEXAS CONFERENCE OF URBAN COUNTIES	C
01	00368565	75.00	09/25/12	308501	TEXAS DEPARTMENT OF STATE HEALTH SERVICE	C
01	00368566	235.00	09/25/12	322768	TEHA	C
01	00368567	235.00	09/25/12	322768	TEHA	C
01	00368568	235.00	09/25/12	322768	TEHA	C
01	00368569	117.09	09/25/12	242209	TORRES, LEONEL	C
01	00368570	129.00	09/25/12	377694	TREVINO, BRENDA LYNN	C
01	00368571	100.00	09/25/12	341665	TTI-BORDER TO BORDER	C
01	00368572	100.00	09/25/12	341665	TTI-BORDER TO BORDER	C
01	00368573	478.59	09/25/12	284718	VILLARREAL, ROBERTO J.	C
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02	00378274	6,225.35	09/25/12	248878	A WORLD FOR CHILDREN	C
02	00378275	1.00	09/25/12	248878	A WORLD FOR CHILDREN	C
02	00378276	67.17	09/25/12	363588	AGUA SPECIAL UTILITY DISTRICT	C
02	00378277	174.00	09/25/12	1007	AIR-FLO FILTER CO.	C
02	00378278	2,502.72	09/25/12	391972	ALANIZ COUNSELING	C
02	00378279	96.00	09/25/12	323608	ANTONE, MARY LOU	C
02	00378280	45.53	09/25/12	328626	AT&T	C
02	00378281	31.05	09/25/12	328626	AT&T	C
02	00378282	62.60	09/25/12	328626	AT&T	C
02	00378283	1,457.75	09/25/12	220205	B & H PHOTO VIDEO	C
02	00378284	180.00	09/25/12	385778	BIO-OPS, LLC.	C
02	00378285	96.75	09/25/12	172219	CANO PRODUCE CO., INC.	C
02	00378286	283.60	09/25/12	172219	CANO PRODUCE CO., INC.	C
02	00378287	2,187.46	09/25/12	153915	CDW GOVERNMENT INC.	C
02	00378288	10,952.69	09/25/12	153915	CDW GOVERNMENT INC.	C
02	00378289	1,962.17	09/25/12	343277	CITIBANK	C
02	00378290	25.00	09/25/12	343277	CITIBANK	C
02	00378291	96.05	09/25/12	343277	CITIBANK	C
02	00378292	78.46	09/25/12	161128	CITY OF ALAMO	C
02	00378293	76.73	09/25/12	161128	CITY OF ALAMO	C
02	00378294	62.34	09/25/12	10197	CITY OF EDINBURG	C
02	00378295	72.27	09/25/12	6696	CITY OF PHARR	C
02	00378296	57.75	09/25/12	353256	CITY OF ROMA	C
02	00378297	119.70	09/25/12	275204	CITY OF WESLACO	C
02	00378298	552.45	09/25/12	393363	COMDATA	C
02	00378299	32.12	09/25/12	393363	COMDATA	C

Bank	Check No	Amount	Date	Vendor	Type
02	00378300	1,529.75	09/25/12	393363 COMDATA	C
02	00378301	3,378.84	09/25/12	163546 COMMUNICATIONS ETC.	C
02	00378302	50.00	09/25/12	78174 COPY GRAPHICS, INC	C
02	00378303	58,625.30	09/25/12	276359 CORNELL/CAMPBELL GRIFFIN/TAC	C
02	00378304	175.00	09/25/12	307882 CORRECTIONAL MANAGEMENT INSTITUTE OF TX	C
02	00378305	185.00	09/25/12	307882 CORRECTIONAL MANAGEMENT INSTITUTE OF TX	C
02	00378306	225.89	09/25/12	226572 DAVIS, JOHN	C
02	00378307	160.95	09/25/12	375187 DELUNA, ALFONSO JR.	C
02	00378308	180.00	09/25/12	233536 DIGITAL OFFICE SYSTEMS	C
02	00378309	198.12	09/25/12	214256 DIVERSITECH SYSTEMS & SALES GROUP INC.	C
02	00378310	187.50	09/25/12	275875 EAN HOLDINGS, LLC DBA	C
02	00378311	1,700.00	09/25/12	152919 ENTERPRISE RENT-A-CAR	C
02	00378312	33.86	09/25/12	373117 ESCAMILLA, MINDY	C
02	00378313	98.75	09/25/12	322709 EXQUISITA DISTRIBUTORS, L.P.	C
02	00378314	4,000.00	09/25/12	392758 FAMILY PHYSICIANS CLINIC, LLP	C
02	00378315	81.00	09/25/12	183121 GALLS LLC	C
02	00378316	814.35	09/25/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00378317	429.27	09/25/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00378318	3,102.70	09/25/12	267066 GBB RENTAL	C
02	00378319	2,285.40	09/25/12	169242 GCR TIRE CENTER TDS	C
02	00378320	1,014.95	09/25/12	401889 GEN-DIAGNOSTICS, INC.	C
02	00378321	400.00	09/25/12	369225 GLORIA FLORES INTERPRETING SERVICES	C
02	00378322	3,242.50	09/25/12	359211 GONZALEZ, AMANDO O.	C
02	00378323	4,967.50	09/25/12	359211 GONZALEZ, AMANDO O.	C
02	00378324	1,672.70	09/25/12	15253 GULF COAST PAPER CO.	C
02	00378325	4,529.86	09/25/12	227706 GULF COAST TRADES CENTER	C
02	00378326	617.18	09/25/12	129763 OAK FARMS - SAN ANTONIO	C
02	00378327	112,729.27	09/25/12	365904 ICx TACTICAL PLATFORMS CORPORATION	C
02	00378328	6,665.00	09/25/12	361321 KELLY, BLANCHE	C
02	00378329	455.40	09/25/12	225967 LA QUINTA INN & SUITES - MOPAC	C
02	00378330	2,338.64	09/25/12	119784 LABATT FOOD SERVICE	C
02	00378331	1,366.00	09/25/12	237507 LEXISNEXIS	C
02	00378332	186.76	09/25/12	94714 LINDBERG PHARMACY	C
02	00378333	545.00	09/25/12	325554 LOFTIN EQUIPMENT CO., INC.	C
02	00378334	19,078.50	09/25/12	248339 LUTHERAN SOCIAL SERVICES	C
02	00378335	20.02	09/25/12	23825 MCALLEN PUBLIC UTILITY	C
02	00378336	68.45	09/25/12	182346 MCI	C
02	00378337	338.00	09/25/12	175714 MENDEZ, NELDA G.	C
02	00378338	345.68	09/25/12	24996 MISSION AUTO ELECTRIC, INC.	C
02	00378339	7.26	09/25/12	402680 NORTH TEXAS TOLLWAY AUTHORITY	C
02	00378340	3,269.84	09/25/12	373486 OCHOA'S RX LLC	C
02	00378341	194.00	09/25/12	239216 OCON, RAFAEL A. III	C
02	00378342	800.00	09/25/12	252824 PABLO TAGLE, JR., DDS., INC.	C
02	00378343	5,530.00	09/25/12	212903 PEGASUS SCHOOLS, INC.	C
02	00378344	630.00	09/25/12	28371 PERSPECTIVE ENTERPRISES, INC.	C
02	00378345	500.00	09/25/12	284203 PHYSICIANS LABORATORY SERVICES	C
02	00378346	74.00	09/25/12	130184 PREMIER AWARDS, INC.	C
02	00378347	979.00	09/25/12	43192 R.E. FRIEDRICHS CO	C
02	00378348	8,325.00	09/25/12	29815 RAMIREZ, RAMIRO R. PHD.	C
02	00378349	600.05	09/25/12	277223 RELIANT, DEPT 0954	C
02	00378350	578.01	09/25/12	277223 RELIANT, DEPT 0954	C
02	00378351	112.37	09/25/12	277223 RELIANT, DEPT 0954	C
02	00378352	1,580.89	09/25/12	322695 RON HOOVER COMPANIES OF DONNA INC.	C
02	00378353	4,250.00	09/25/12	349127 ROY E. CAIN, PHD	C
02	00378354	69.00	09/25/12	263427 RUIZ, VELIA	C

Bank	Check No	Amount	Date	Vendor	Type
02	00378355	636.22	09/25/12	347965 SCHOOL HEALTH CORPORATION	C
02	00378356	338.40	09/25/12	149519 SERNA, LYDIA	C
02	00378357	59,585.75	09/25/12	184241 SHORELINE, INC.	C
02	00378358	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378359	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378360	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378361	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378362	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378363	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378364	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378365	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378366	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378367	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378368	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378369	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378370	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378371	20.00	09/25/12	387908 SOUTH TEXAS AREA REGIONAL TRAINING	C
02	00378372	8,571.50	09/25/12	184012 SOUTHWEST KEY PROGRAM, INC.	C
02	00378373	687.00	09/25/12	401668 STACY REPKIN	C
02	00378374	254.97	09/25/12	319449 STAPLES BUSINESS ADVANTAGE	C
02	00378375	440.00	09/25/12	262366 STARR TELECOMMUNICATIONS, ETC.	C
02	00378376	5,097.06	09/25/12	114243 SYSCO INC.	C
02	00378377	442.20	09/25/12	288888 TEXAS GAS SERVICE	C
02	00378378	180.00	09/25/12	218561 TEXAS LAUNDRY SERVICE CO	C
02	00378379	699.79	09/25/12	191477 TEXAS MEAT PURVEYORS	C
02	00378380	2,969.49	09/25/12	221066 THE BAIR FOUNDATION	C
02	00378381	7,724.00	09/25/12	186996 LAMAR COMPANIES	C
02	00378382	571.55	09/25/12	260274 THE SAN LUIS RESORT SPA & CONFERENCE CTR	C
02	00378383	1,595.00	09/25/12	38202 THOMPSON PUBLISHING GROUP, INC.	C
02	00378384	6,950.00	09/25/12	392065 TRAKSOFTWARE	C
02	00378385	630.00	09/25/12	38792 TROPICAL TEXAS BEHAVIORAL HEALTH	C
02	00378386	1,542.72	09/25/12	230537 ULINE, INC.	C
02	00378387	264.25	09/25/12	148652 UNIVERSITY HOTEL	C
02	00378388	669.25	09/25/12	39837 VALLEY BOTTLE WATER CO.	C
02	00378389	351.02	09/25/12	251577 VERIZON SOUTHWEST, INC.	C
02	00378390	584.16	09/25/12	40991 GRAINGER	C
02	00378391	124.71	09/25/12	254185 WALMART COMMUNITY/GEMB	C
02	00378392	411.67	09/25/12	42129 XEROX CORPORATION	C
02	00378393	468.14	09/25/12	42129 XEROX CORPORATION	C
02	00378394	1,477.50	09/25/12	198412 ACE COURT REPORTING SERVICE & DIGITAL	C
02	00378395	131.58	09/25/12	89885 ACTION HYDRAULIC HOSES, ETC.	C
02	00378396	13,500.00	09/25/12	262641 AFFILIATED COMPUTER SERVICES	C
02	00378397	1,935.20	09/25/12	401374 AIM MEDIA TEXAS OPERATING, LLC	C
02	00378398	519.54	09/25/12	1864 AMIGO IMPLEMENT CO., INC	C
02	00378399	3,791.29	09/25/12	1961 ANDERSON EQUIPMENT CO INC	C
02	00378400	896.89	09/25/12	1961 ANDERSON EQUIPMENT CO INC	C
02	00378401	18,333.56	09/25/12	302465 ARGUINDEGUI OIL CO II LTD	C
02	00378402	22,618.57	09/25/12	302465 ARGUINDEGUI OIL CO II LTD	C
02	00378403	119.45	09/25/12	310476 BANKS & JORDAN	C
02	00378404	299.99	09/25/12	3778 BEVERLY'S HARDWARE	C
02	00378405	401.26	09/25/12	4537 BURTON AUTO SUPPLY, INC	C
02	00378406	1,682.79	09/25/12	4537 BURTON AUTO SUPPLY, INC	C
02	00378407	324.78	09/25/12	4537 BURTON AUTO SUPPLY, INC.	C
02	00378408	126.71	09/25/12	4537 BURTON AUTO SUPPLY, INC.	C
02	00378409	426.25	09/25/12	4537 BURTON AUTO SUPPLY, INC.	C

Bank	Check No	Amount	Date	Vendor		Type
02	00378410	723.31	09/25/12	124346	C & S SAFETY SUPPLY	C
02	00378411	628.63	09/25/12	153915	CDW GOVERNMENT INC.	C
02	00378412	179.04	09/25/12	6696	CITY OF PHARR	C
02	00378413	1,432.59	09/25/12	393363	COMDATA	C
02	00378414	290.32	09/25/12	270563	CPL RETAIL ENERGY, LP	C
02	00378415	989.50	09/25/12	86525	DELTA SPECIALTIES SUPPLY	C
02	00378416	1,950.00	09/25/12	86525	DELTA SPECIALTIES SUPPLY	C
02	00378417	49.61	09/25/12	258385	DISH	C
02	00378418	1,585.10	09/25/12	324493	DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00378419	97.00	09/25/12	227153	SANTOY INVESTMENTS LLC	C
02	00378420	4,890.96	09/25/12	367346	FLEET SAFETY EQUIPMENT, INC.	C
02	00378421	4,455.00	09/25/12	110736	FLORES, ADELAIDO JR.	C
02	00378422	5,345.46	09/25/12	125717	FRONTERA MATERIALS, INC.	C
02	00378423	4.50	09/25/12	13161	FUEL INJECTION SERVICE INC.	C
02	00378424	33.55	09/25/12	321826	G & K SERVICE INC.	C
02	00378425	35.90	09/25/12	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00378426	6,312.60	09/25/12	272906	GOVCONNECTION, INC.	C
02	00378427	70.00	09/25/12	15253	GULF COAST PAPER CO.	C
02	00378428	525.76	09/25/12	15253	GULF COAST PAPER CO.	C
02	00378429	34.00	09/25/12	15261	GULF DATA PRODUCTS	C
02	00378430	361.92	09/25/12	242101	H & V EQUIPMENT, INC.	C
02	00378431	42.65	09/25/12	94366	HOLT TEXAS, LTD. DBA HOLT CAT	C
02	00378432	290.62	09/25/12	94366	HOLT TEXAS, LTD. DBA HOLT CAT	C
02	00378433	77.94	09/25/12	18244	JAMES PUBLISHING INC.	C
02	00378434	78.66	09/25/12	20362	KNOWLES PUBLISHING, INC.	C
02	00378435	1,092.00	09/25/12	237507	LEXISNEXIS	C
02	00378436	1,993.10	09/25/12	279293	MATTHEW BENDER & CO., INC.	C
02	00378437	25.94	09/25/12	143731	LONE STAR OVERNIGHT	C
02	00378438	586.65	09/25/12	380717	LOPEZ BROTHERS DISTRIBUTION	C
02	00378439	477.35	09/25/12	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00378440	2,399.88	09/25/12	256951	MARTIN MARIETTA MATERIALS	C
02	00378441	27.00	09/25/12	23493	MATT'S CASH & CARRY	C
02	00378442	21.74	09/25/12	224529	MCCOY'S BUILDING SUPPLY	C
02	00378443	131.70	09/25/12	114154	MCM SPORTING GOODS, INC.	C
02	00378444	212.66	09/25/12	24996	MISSION AUTO ELECTRIC, INC.	C
02	00378445	2,628.66	09/25/12	275506	MOBILE RELAYS PARTNERS, LTD.	C
02	00378446	42.86	09/25/12	388467	MODEL LAUNDRY, LLC	C
02	00378447	5,000.00	09/25/12	312258	MUNOZ, DORA L.	C
02	00378448	2,000.00	09/25/12	312258	MUNOZ, DORA L.	C
02	00378449	1,024.47	09/25/12	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
02	00378450	137.50	09/25/12	384127	OCE	C
02	00378451	823.00	09/25/12	384127	OCE	C
02	00378452	45.27	09/25/12	27057	OFFICE COMMUNICATIONS SYSTEMS, INC.	C
02	00378453	592.00	09/25/12	312231	OFFICE DEPOT, INC.	C
02	00378454	146.00	09/25/12	374059	PASARGAD, LLC	C
02	00378455	245.00	09/25/12	28673	PINKY'S UPHOLSTERY	C
02	00378456	124.00	09/25/12	28908	POSTMASTER-US POSTAL SERVICE	C
02	00378457	14.50	09/25/12	91987	PUEBLO TIRES & SERVICE	C
02	00378458	38.00	09/25/12	299715	RAUL LONGORIA RADIATOR SHOP	C
02	00378459	251.05	09/25/12	277223	RELIANT, DEPT 0954	C
02	00378460	36.84	09/25/12	277223	RELIANT, DEPT 0954	C
02	00378461	35.18	09/25/12	277223	RELIANT, DEPT 0954	C
02	00378462	1,034.16	09/25/12	277223	RELIANT, DEPT 0954	C
02	00378463	140.00	09/25/12	377627	RENE'S STARTER & ALTERNATOR	C
02	00378464	377.40	09/25/12	174343	REYES TARP & TENTS	C

Bank	Check No	Amount	Date	Vendor	Type
02	00378465	310.80	09/25/12	224278 RIO VALLEY PIPE, LLC	C
02	00378466	253.65	09/25/12	283797 ROMCO EQUIPMENT CO.	C
02	00378467	3,485.95	09/25/12	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00378468	2,416.39	09/25/12	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00378469	426.87	09/25/12	304131 SAENZ HARDWARE	C
02	00378470	147.64	09/25/12	93963 SAFETY-KLEEN SYSTEMS, INC.	C
02	00378471	545.83	09/25/12	33766 SEA GARDEN SALES	C
02	00378472	186.65	09/25/12	382639 SERVICEWEAR APPAREL INC	C
02	00378473	550.00	09/25/12	393487 SOUTH TEXAS FLAG & SIGN	C
02	00378474	63.02	09/25/12	35173 SPIKES MOTOR COMPANY	C
02	00378475	3,527.43	09/25/12	210501 SPRINT	C
02	00378476	640.90	09/25/12	319449 STAPLES ADVANTAGE	C
02	00378477	1,669.24	09/25/12	319449 STAPLES ADVANTAGE	C
02	00378478	38.40	09/25/12	288888 TEXAS GAS SERVICE	C
02	00378479	4,530.41	09/25/12	302007 TIRE CENTERS, LLC	C
02	00378480	547.96	09/25/12	38873 TRUCKERS EQUIPMENT INC.	C
02	00378481	2,198.66	09/25/12	264849 UNIVERSAL TRUCKERS INC.	C
02	00378482	83.83	09/25/12	39837 VALLEY BOTTLE WATER CO.	C
02	00378483	2.50	09/25/12	39837 VALLEY BOTTLE WATER CO.	C
02	00378484	665.75	09/25/12	287024 VERIZON WIRELESS	C
02	00378485	423.62	09/25/12	287024 VERIZON WIRELESS	C
02	00378486	47.18	09/25/12	266213 CHARNSTROM CO	C
02	00378487	244.88	09/25/12	268755 WELDINGHOUSE, INC.	C
02	00378488	169.79	09/25/12	41548 WEST PUBLISHING CORPORATION	C
02	00378489	360.49	09/25/12	42129 XEROX CORPORATION	C
02	00378490	207.80	09/25/12	343277 CITIBANK	C
02	00378491	462.30	09/25/12	257354 COUNTRY INN & SUITES	C
02	00378492	174.00	09/25/12	380326 DE LA CRUZ, CYNTHIA	C
02	00378493	78.00	09/25/12	305502 FUENTES, DANIEL	C
02	00378494	174.00	09/25/12	345849 GONZALEZ, EDUARDO	C
02	00378495	731.40	09/25/12	215732 HAMPTON INN & SUITES	C
02	00378496	731.40	09/25/12	215732 HAMPTON INN & SUITES	C
02	00378497	129.00	09/25/12	369829 LOPEZ, MARCOS	C
02	00378498	452.62	09/25/12	230014 PALACIOS, HECTOR	C
02	00378499	438.37	09/25/12	342807 PALACIOS, JOSEPH	C
02	00378500	516.70	09/25/12	386138 QUINTANILLA, JOEL	C
02	00378501	745.20	09/25/12	340634 SHERATON AUSTIN	C
02	00378502	250.00	09/25/12	183059 TEXAS ASSOCIATION OF COUNTIES	C
02	00378503	250.00	09/25/12	183059 TEXAS ASSOCIATION OF COUNTIES	C
02	00378504	250.00	09/25/12	183059 TEXAS ASSOCIATION OF COUNTIES	C
02	00378505	250.00	09/25/12	183059 TEXAS ASSOCIATION OF COUNTIES	C
02	00378506	250.00	09/25/12	183059 TEXAS ASSOCIATION OF COUNTIES	C
02	00378507	250.00	09/25/12	183059 TEXAS ASSOCIATION OF COUNTIES	C
02	00378508	395.00	09/25/12	183059 TEXAS ASSOCIATION OF COUNTIES	C
02	00378509	417.50	09/25/12	293466 TREVINO, JAMES C	C
Total Bank No 02		**544,555.09**			
04	00014499	1,586.00	09/19/12	6513 CITY OF EDINBURG	C
04	00014500	762.50	09/25/12	401374 AIM MEDIA TEXAS OPERATING, LLC	C
04	00014501	5,100.00	09/25/12	314439 PERFORMANCE GRADE ASPHALT	C
04	00014502	46,749.33	09/25/12	398853 GP7 CONSTRUCTION, LLC	C
04	00014503	943.03	09/25/12	270563 CPL RETAIL ENERGY	C
04	00014504	30,105.27	09/25/12	125717 FRONTERA MATERIALS, INC.	C
04	00014505	110,909.00	09/25/12	125717 FRONTERA MATERIALS, INC.	C
04	00014506	1,068.00	09/25/12	272566 HIDALGO COUNTY CLERK'S OFFICE	C

Bank	Check No	Amount	Date	Vendor		Type
04	00014507	1,188.00	09/25/12	272566	HIDALGO COUNTY CLERK'S OFFICE	C
04	00014508	996.00	09/25/12	272566	HIDALGO COUNTY CLERK'S OFFICE	C
04	00014509	1,008.00	09/25/12	272566	HIDALGO COUNTY CLERK'S OFFICE	C
04	00014510	992.00	09/25/12	272566	HIDALGO COUNTY CLERK'S OFFICE	C
04	00014511	720.00	09/25/12	272566	HIDALGO COUNTY CLERK'S OFFICE	C
04	00014512	13,180.00	09/25/12	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00014513	4,715.80	09/25/12	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00014514	7,533.14	09/25/12	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00014515	11,400.00	09/25/12	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00014516	4,700.00	09/25/12	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00014517	68.10	09/25/12	256951	MARTIN MARIETTA MATERIALS	C
04	00014518	945.66	09/25/12	256951	MARTIN MARIETTA MATERIALS	C
04	00014519	5,650.00	09/25/12	388459	PRODIGY CONSTRUCTION MANAGEMENT, LLC	C
04	00014520	25,019.80	09/25/12	264849	UNIVERSAL TRUCKERS INC.	C
04	00014521	226.93	09/25/12	264849	UNIVERSAL TRUCKERS INC.	C
04	00014522	15,668.64	09/25/12	264849	UNIVERSAL TRUCKERS INC.	C
Total Bank No 04		**291,235.20**				
05	00022136	45.00	09/21/12	252123	COMBINED LAW ENFORCEMENT ASSOC OF TEXAS	C
05	00022137	139.30	09/21/12	7498	COUNTY & MUNICIPAL CREDIT UNION	C
05	00022138	30.00	09/21/12	262838	HIDALGO CO ADULT PROB OFFICER'S ASSN	C
05	00022139	8.00	09/21/12	157228	HIDALGO CO. UNITED WAY	C
05	00022140	6.00	09/21/12	261394	HIDALGO COUNTY SHERIFF LAW ENFORCE ASSOC	C
05	00022141	19.00	09/21/12	282944	HIDALGO COUNTY SHERIFF'S ASSOCIATION	C
05	00022142	1,285.00	09/21/12	7498	COUNTY & MUNICIPAL CREDIT UNION	C
05	00022143	53.00	09/21/12	157228	HIDALGO CO. UNITED WAY	C
05	00022144	11,483.83	09/21/12	158275	BOUDLOCHE, CINDY	C
05	00022145	2,220.00	09/21/12	252123	COMBINED LAW ENFORCEMENT ASSOC OF TEXAS	C
05	00022146	29,360.99	09/21/12	7498	COUNTY & MUNICIPAL CREDIT UNION	C
05	00022147	705.00	09/21/12	262838	HIDALGO CO ADULT PROB OFFICER'S ASSN	C
05	00022148	1,252.50	09/21/12	157228	HIDALGO CO. UNITED WAY	C
05	00022149	294.00	09/21/12	261394	HIDALGO COUNTY SHERIFF LAW ENFORCE ASSOC	C
05	00022150	3,135.00	09/21/12	282944	HIDALGO COUNTY SHERIFF'S ASSOCIATION	C
05	00022151	1,623.50	09/21/12	167479	TEXAS GUARANTEED STUDENT LOAN CORPORATIO	C
05	00022152	203.53	09/21/12	285269	DEPT. OF CHILD SUPPORT SERVICES	C
05	00022153	50.00	09/21/12	17434	INTERNAL REVENUE SERVICE	C
05	00022154	675.00	09/21/12	17434	INTERNAL REVENUE SERVICE	C
05	00022155	60.00	09/21/12	17434	INTERNAL REVENUE SERVICE	C
05	00022156	50.00	09/21/12	17434	INTERNAL REVENUE SERVICE	C
05	00022157	200.00	09/21/12	17434	INTERNAL REVENUE SERVICE	C
05	00022158	688.38	09/21/12	220566	MICHIGAN STATE DISBURSEMENT UNIT	C
05	00022159	483.01	09/21/12	335975	MID ATLANTIC CAPITAL CORPORATION	C
05	00022160	2.00	09/21/12	387533	NEVADA STATE TREASURER	C
05	00022161	2,609.54	09/21/12	349453	PRE-PAID LEGAL SERVICES, INC	C
05	00022162	13.35	09/21/12	349453	PRE-PAID LEGAL SERVICES, INC	C
05	00022163	13.35	09/21/12	349453	PRE-PAID LEGAL SERVICES, INC	C
05	00022164	406.15	09/21/12	387525	SCADU	C
05	00022165	26.10	09/21/12	336653	SERVICE EMPLOYEES INTERNATIONAL UNION	C
05	00022166	1,002.56	09/21/12	336653	SERVICE EMPLOYEES INTERNATIONAL UNION	C
05	00022167	115.61	09/21/12	201324	U.S. DEPARTMENT OF EDUCATION	C
05	00022168	115.16	09/21/12	201324	U.S. DEPARTMENT OF EDUCATION	C
05	00022169	126.90	09/21/12	276537	UNITED STUDENT AID FUNDS, INC.	C
Total Bank No 05		**58,500.76**				
07	00005665	4,000.00	09/25/12	289485	ALAMO INSURANCE GROUP, INC.	C
07	00005666	2,328.80	09/25/12	386375	CONEXIS	C

Bank	Check No	Amount	Date	Vendor		Type
07	00005667	46.60	09/25/12	39837	VALLEY BOTTLE WATER CO.	C
Total Bank No 07		**6,375.40**				
15	00027593	43,435.26	09/25/12	400742	2GS, LLC.	C
15	00027594	5,358.48	09/25/12	401374	AIM MEDIA TEXAS OPERATING, LLC	C
15	00027595	69.58	09/25/12	328626	AT&T	C
15	00027596	915.00	09/25/12	2666	ATLAS, HALL & RODRIGUEZ, L.L.P	C
15	00027597	219.33	09/25/12	6696	CITY OF PHARR	C
15	00027598	25.43	09/25/12	344273	DE LA GARZA, STEVEN	C
15	00027599	68,906.99	09/25/12	399949	FJW CONSTRUCTION, LLC	C
15	00027600	2,633.09	09/25/12	125717	FRONTERA MATERIALS, INC	C
15	00027601	25,630.00	09/25/12	363286	GARZA, RENE D/B/A G & G CONTRACTORS	C
15	00027602	6,615.00	09/25/12	215791	JAVIER HINOJOSA ENGINEERING	C
15	00027603	7,225.00	09/25/12	345067	LOS TESOROS INVESTMENTS LTD	C
15	00027604	1,846.41	09/25/12	256951	MARTIN MARIETTA MATERIALS	C
15	00027605	450.00	09/25/12	213055	SOUTH TEXAS LAND INVESTIGATIONS	C
15	00027606	1,661.84	09/25/12	169498	URBAN COUNTY PROGRAM	C
15	00027607	9,720.86	09/25/12	41998	WOMEN TOGETHER FOUNDATION INC.	C
Total Bank No 15		**174,712.27**				

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	2,762,282.38
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**2,762,282.38**

Batch Yr	Batch No	Amount
2	9731	19,907.74
2	9844	5,762.50
2	9845	44,933.00
2	9846	43,475.00
2	9847	20,345.00
2	9848	19,935.00
2	9857	237,037.37
2	9860	45,783.85
2	9862	50,074.82
2	9863	98,430.37
2	9865	247.30
2	9866	494,063.99
2	9869	1,338.00
2	9872	91,574.24
2	9876	52,950.83
2	9877	29,544.94
2	9882	501,249.48
2	9884	21,830.29
2	9886	48,707.50
2	9894	22,243.94
2	9910	19,633.31
2	9911	6,840.64
2	9916	8,833.20
2	9921	1,586.00
2	9923	202,848.66
2	9925	455.40
2	9931	119,346.86
2	9933	26,282.47
2	9934	52,611.83
2	9942	174,712.27

Bank	Check No	Amount	Date	Vendor	Type
2	**9944**	**299,696.58**			

AI-34373 **2. A.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - DBM Budget Division (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

AVAILABLE BALANCE AS OF 09/21/12 - $1,172.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 02:02 PM
Ana Galvan	Ana Galvan	09/21/2012 01:49 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Angela Garcia Started On: 09/20/2012 01:22 PM

Final Approval Date: 09/21/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 09/19/12

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: DBM- BUDGET DIV.

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

CONTACT PERSON: ANGELA GARCIA

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
550	PRINTING & BINDING	810	DUES & MEMBERSHIPS	25.00
			TOTAL	25.00

REASON: PAY GFOA MEMBERSHIPS

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-34389 **2. B.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2012 - Executive Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-413-00-125-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/21/2012.

Attachments

fuel transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/21/2012 10:12 AM
Ana Galvan	Ana Galvan	09/21/2012 01:51 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Monica Badillo Started On: 09/21/2012 09:22 AM

Final Approval Date: 09/21/2012

DATE: **September 21, 2012**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **EXECUTIVE OFFICE**

ACCOUNT NUMBER: **2-1100-413-00-125-001-0**

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**
532	Wireless Devices	**626**	Gasoline/Diesel	**100.00**
			TOTAL	**100.00**

REASON: **To reimburse Martin Ramirez for fuel purchase.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-34361 **2. C.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1100-422-10-300-001-0-890

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

BUDGETARY IMPACT:

Available balance as of 09/20/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 03:57 PM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:05 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Rolando Garcia Started On: 09/20/2012 09:01 AM

Final Approval Date: 09/21/2012

DATE: **September 25, 2012**

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Budget & Management for Fire Marshals (1100)**

ACCOUNT NUMBER: **2-1100-422-10-300-001-0-XXX**

SUBJECT: **Intra Department Transfer**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	EMERG SRVS-FM-OTHER	**741**	EMERG SRVS-FM-VEHICLES	**118,617.00**
890	EMERG SRVS-FM-OTHER	**605**	EMERG SRVS-FM-UNIFORM	**600.00**
			TOTAL	**119,217.00**

REASON: **Transfer needed for purchase of Vehicles and uniform.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-34316 **2. D.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - DBM Workers' Comp. (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-2202-419-50-115-065-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/21/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/18/2012 02:54 PM
Ana Galvan	Ana Galvan	09/21/2012 01:45 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Angela Garcia Started On: 09/18/2012 02:40 PM

Final Approval Date: 09/21/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 09/18/12

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: DBM - WORKERS COMP.

ACCOUNT NUMBER: 2-2202-419-50-115-065-0-XXX

CONTACT PERSON: ANGELA GARCIA

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
583	TRAVEL OUT OF COUNTY	626	FUEL/GASOLINE	2,000.00
			TOTAL	2,000.00

REASON: NEW FUEL VENDOR, NEED TO CREATE NEW PURCHASE ORDER

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-34174 **2. E.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - DBM Employee Benefits (2201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-2201-415-00-115-009-0-xxx

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

BUDGETARY IMPACT:

available balance as of 09/12/12 - $2400.40

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 04:19 PM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:01 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

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

Final Approval Date: 09/21/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 09/12/12

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: DBM - EMPLOYEE BENEFITS

ACCOUNT NUMBER: 2-2201-415-00-115-009-0-XXX

CONTACT PERSON: ANGELA GARCIA

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
442	EQUIP & VEH. RENTAL	661	MINOR OFFICE FURN. & EQUI	500.00
442	EQUIP & VEH. RENTAL	601	OFFICE & COMP. SUPPLIES	1,000.00
			TOTAL	1,500.00

REASON: PURCHASE FILE CABINETS AND COMPUTER MONITORS

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-34314 **2. F.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Oscar Montoya 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?:

BUDGETARY IMPACT:

Available account balance as of 09-21-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/18/2012 02:35 PM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:05 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: SANDRA DELEON Started On: 09/18/2012 02:15 PM

Final Approval Date: 09/21/2012

DATE: September 1, 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	745	COMPUTER EQUIPMENT	44.00
540	ADVERTISING	745	COMPUTER EQUIPMENT	100.00
550	PRINTING AND BINDING	745	COMPUTER EQUIPMENT	107.00
584	REGISTRATION DUES	745	COMPUTER EQUIPMENT	105.00
605	CLOTHING AND UNIFORMS	745	COMPUTER EQUIPMENT	1,000.00
			TOTAL	1,356.00

REASON: TRANSFER IS BEING REQUESTED FOR THE PURCHASE OF A REPLACEMENT COMPUTER.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-34152 **2. G.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Isidro Sepulveda Jr Submitted By: David Sinder, INDIGENT DEFENSE

Department: INDIGENT DEFENSE

Information

CAPTION

2012 - Indigent Defense (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-009-003-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-21-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/11/2012 04:38 PM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:01 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: David Sinder Started On: 09/11/2012 02:19 PM

Final Approval Date: 09/21/2012

DATE: **September 25, 2012**

2012
Transfer

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Department of Budget & Management for Indigent Defense**

ACCOUNT NUMBER: **2-1100-412-00-009-003-0-XXX**

Contact Person: David Sinder **Ph#:** (956) 318-2372 Ext. 6728

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**
320	INDIGENT DEFENSE-PROFESSIONAL SERVICES	583	INDIGENT DEFENSE-TRAVEL OUT OF COUNTY	1,185.00
550	INDIGENT DEFENSE-PRINTING & BINDING	583	INDIGENT DEFENSE-TRAVEL OUT OF COUNTY	800.00
			TOTAL	**1,985.00**

REASON:
To fund out of county travel. (36th Annual TACA Education Conference)

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: **September 12, 2012**

ELECTED OFFICIAL **Laura Hinojosa**

DEPARTMENT NAME: **District Clerk**

ACCOUNT NUMBER: **2-1100-412-00-090-001-0-XXX**

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
550	Printing & Binding	350	Other Services	$ 709.50
550	Printing & Binding	432	Equip & Vehicle R & M Service	$ 644.68
550	Printing & Binding	601	Office & Computer Supplies	$ 3,000.00
550	Printing & Binding	619	Other Misc. Supplies	$ 299.99
584	Registration Fees	583	Travel Out of County	$ 2,222.16
			TOTAL	**$ 6,876.33**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-34221 **2. I.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2012 - District Attorney's Office (1222)

BACKGROUND

Monies will be used to cover the negatives in the 2012 budget.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:

Lapsed funding available as of 09/14/12, see attached salary analysis.

Attachments

LIT

Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 03:38 PM
Sylvia Solis	Sylvia Solis	09/14/2012 10:08 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Roy Cazares Started On: 09/13/2012 03:31 PM

Final Approval Date: 09/21/2012

INTRA-DEPARTMENTAL TRANSFER

DATE: **September 18, 2012**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **2-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT**
SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO			
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**		**AMOUNT**
115	Longevity Pay	→	113	Reg. F/T Employees	$	32.50
118	Auto Allowance	→	113	Reg. F/T Employees	$	0.02
122	Temp P/T Temployees	→	113	Reg. F/T Employees	$	2,949.92
122	Temp P/T Temployees	→	211	Health Insurance	$	119.88
122	Temp P/T Temployees	→	212	Life Insurance	$	0.44
122	Temp P/T Temployees	→	250	Unemployment comp	$	400.34
122	Temp P/T Temployees	→	230	Retirement	$	0.77
220	FICA	→	230	Retirement	$	17.71
745	Computer Equipment	→	230	Retirement	$	677.65
		→			$	-
				TOTAL	**$**	**4,199.23**

REASON: Monies will be used to cover the negatives in the 2012 budget.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

DISTRICT ATTORNEY
BAD CHECKS
SALARIES ANALYSIS WORKSHEET

Acct No: 2-1222-412-00-080-006-0-XXX

OBJECT CODE	ACCOUNT DESCRIPTION	2012 TOTAL BUDGETED SALARY	PAYROLL AMOUNT PER PAY PERIOD (Based on Actual Expenditures)	PP REMAINING	REMAINING ESTIMATED SALARIES PER YEAR	AVAILABLE BALANCE	LAPSED FUNDING AVAILABLE
113	REG F/T EMPLOYEES	$127,107.00	$4,922.92	10	$49,229.20	$46,279.28	($2,949.92)
115	LONGEVITY PAY	$780.00	$32.50	8	$260.00	$292.50	$32.50
118	AUTO ALLOWANCE	$3,600.00	$138.46	10	$1,384.62	$1,384.64	$0.02
REG F/T EMPLOYEES AND ALLOWANCES TOTAL:		$131,487.00	$5,093.88		$50,873.82	$47,956.42	($2,917.40)
122	TEMP P/T EMPLOYEES	$36,013.20			$12,750.77	$16,222.12	$3,471.35
TEMP P/T EMPLOYEES TOTAL:		$36,013.20			$63,624.59	$64,178.54	$3,471.35
211	HEALTH INSURANCE	$9,045.46	$376.76	8	$3,014.08	$2,894.20	($119.88)
212	LIFE INSURANCE	$58.65	$4.89	4	$19.56	$19.12	($0.44)
220	FICA	$10,058.76	$386.88	10	$3,868.75	$4,861.89	$17.71
	FICA (TEMP)	$0.00	$0.00		$975.43		
230	RETIREMENT	$13,082.96	$503.19	10	$5,031.91	$4,335.78	($696.13)
250	UNEMPLOYMENT COMP	$657.44	$25.29	10	$252.86	($83.73)	($400.34)
	UNEMPLOYMENT COMP (TEMP)	$0.00	$0.00		$63.75		
FRINGES TOTAL:		$32,903.26	$32,903.26	42	$13,226.34	$12,027.26	($1,199.08)

GRAND TOTAL:	**($645.12)**

AI-34225 **2. J.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2012 - District Attorney's Office (1256)

BACKGROUND

Monies will be used to pay for registration fees for staff that will be attending a seminar at South Padre Island.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1256-412-00-080-014-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/20/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 03:40 PM
Ana Galvan	Ana Galvan	09/20/2012 02:18 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Roy Cazares Started On: 09/13/2012 03:34 PM

Final Approval Date: 09/21/2012

INTRADEPARTMENTAL TRANSFER

DATE: September 18, 2012

DEPARTMENT HEAD : Rene Guerra, Criminal District Attorney

DEPARTMENT NAME : District Attorney's Office

ACCOUNT NUMBER : 2-1256-412-00-080-014-0-XXX - DA US Dept of Justice

SUBJECT: Budget Line-Item Transfer(s)

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	**OBJECT NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	Office & Computer Supplies	→	584	Registration Fees	$ 2,036.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
				TOTAL	**$ 2,036.00**

REASON: Monies will be used to pay for registration fees for staff that will be attending a seminar at South Padre Island.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-34327 **2. K.**

CC CONSENT

Meeting Date: 09/25/2012

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-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/21/2012.

Attachments

LIT 9-25-12

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/19/2012 02:34 PM
Budget & Management	Merlen P. Munoz	09/20/2012 02:00 PM
Ana Galvan	Ana Galvan	09/21/2012 01:47 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Myra Montoya Started On: 09/19/2012 01:01 PM

Final Approval Date: 09/21/2012

DATE: 9/19/2012

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-	336- COMPUTER SERVICES	→	2-1100-421-00-280-001-0-	668- POLICE WEAPONS & BULLETPROOF VESTS	$19,000.00
2-1100-421-00-280-001-0-	336- COMPUTER SERVICES	→	2-1100-421-00-280-001-0-	748- OTHER EQUIPMENT	$9,000.00
2-1100-421-00-280-001-0-	336- COMPUTER SERVICES	→	2-1100-421-00-280-001-0-	745- COMPUTER EQUIPMENT	$1,500.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		TOTAL			**$29,500.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE PURCHASE OF VESTS, SCOPES AND PRINTER.

DEPARTMENT HEAD SIGNATURE

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

COUNTY AUDITOR'S FORM: ARS-CA-017

AI-34182 **2. L.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: ELECTIONS DEPT.

Information

CAPTION

2012 - Elections Dept. (1100)

BACKGROUND

2012-Chapter 19 LIT

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 09-21-12

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 08:19 AM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:02 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Melanie Esparaza Started On: 09/12/2012 02:59 PM

Final Approval Date: 09/21/2012

DATE: September 12, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

2012
Transfer

AI- 34182

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Elections Dept-Office & Computer Suppl	626	Elections Dept-Gasoline/Diesel	$2,000.00
			TOTAL	$2,000.00

REASON:
Transfer needed to open up a new PO for gas.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34288 **2. M.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2012 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-767-1-312/899

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 02:02 PM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:02 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Marcie Jackson Started On: 09/17/2012 01:23 PM

Final Approval Date: 09/21/2012

DATE: September 17, 2012

2012
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 2-1312-431-00-122-767-1-XXX

AI-34288 09/25/12

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
312	VAL BAR ESTATES-INDIRECT COSTS	540	VAL BAR ESTATES-ADVERTISING	$35.73
899	VAL BAR ESTATES-CONTINGENCY	731	VAL BAR ESTATES-ROADS	$5,998.22
			TOTAL	$6,033.95

REASON:
Transfer is needed for construction completion of project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34284 **2. N.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2012 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1312-431-00-122-596-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/20/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 01:11 PM
Ana Galvan	Ana Galvan	09/20/2012 04:07 PM
Auditor's Office	Angela Garcia	09/21/2012 05:08 PM

Form Started By: Marcie Jackson Started On: 09/17/2012 11:22 AM

Final Approval Date: 09/21/2012

DATE: September 17, 2012

2012
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 2-1312-431-00-122-596-0-899

AI-34284 09/25/12

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	RANCHO ESCONDIDO SUBD-CONTINGENCY	540	RANCHO ESCONDIDO SUBD-ADVERTISING	$435.73

AI-34164 **2. O.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: COMM. PCT. #3

Information

CAPTION

2012 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 09/20/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 11:29 AM
Ana Galvan	Ana Galvan	09/20/2012 01:22 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Norma Ceballos Started On: 09/12/2012 10:39 AM

Final Approval Date: 09/21/2012

INTRADEPARTMENTAL TRANSFER

DATE: September 12, 2012

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

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

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
432	Equip & Veh R & M Services	672	Equip & Veh R & M Supplies
442	Equip & Veh Rentals	672	Equip & Veh R & M Supplies
664	Other Minor Equipment	672	Equip & Veh R & M Supplies

TOTAL

REASON: Transfer is needed to fund expected expenditures.

DEPARTMENT HEAD SIGNATURE

CC DAT

APPROVED COMMISSIONERS' COURT

ATTEST COUN

INTRADEPARTMENTAL TRANSFER

ɛ,

AMOUNT	
$	7,000.00
$	1,000.00
$	1,000.00
$	**9,000.00**

ΓE

ΓY CLERK

AI-34304 **2. P.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2012 - Pct. #3 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1312-431-00-123-234-0-312/841

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

BUDGETARY IMPACT:

Funds available as of 09/20/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/18/2012 01:29 PM
Ana Galvan	Ana Galvan	09/20/2012 04:46 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Marcie Jackson Started On: 09/18/2012 10:04 AM

Final Approval Date: 09/21/2012

DATE: September 18, 2012

2012
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 2-1312-431-00-123-234-0-XXX

AI-34304 09/25/12

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
312	DUDE HILL NO.1-INDIRECT COST	731	DUDE HILL NO.1-ROADS	$1,227.20
841	DUDE HILL NO.1-AID TO GOVT AGENCY	731	DUDE HILL NO.1-ROADS	$45,686.09
			TOTAL	**$46,913.29**

REASON:
Transfer needed for completion of project.

_____ / / _____

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34079 **2. Q.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 CRC (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

431 --> 603 $522.31

Available balance as of 09/06/12

Attachments

2012 Pct 4 CRC LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 02:03 PM
Veronica Ortiz	Veronica Ortiz	09/21/2012 02:58 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Veronica Lopez Started On: 09/06/2012 08:47 AM

Final Approval Date: 09/21/2012

DATE: **September 25, 2012**

DEPARTMENT HEAD: **Comm. Joseph Palacios**

DEPARTMENT NAME: **Hidalgo County Precinct # 4- CRC**

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

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

2012

Intradepartmental Transfer

AI- 34079

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	Pct4 CRC-Bldg&Othr Struc R&M Srv	603	Pct4 CRC- Education/Inst. Supp	$522.31
			TOTAL	**$522.31**

REASON:
Transfer needed to fund education supply needs.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34360 **2. R.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: COMM. PCT. #4

Information

CAPTION

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

890 --> 421 $630.00
890 --> 433 $4,000.00
890 --> 607 $1,000.00
890 --> 613 $5,000.00
890 --> 619 $1,459.92
890 --> 631 $200.00
890 --> 664 $770.00
890 --> 670 $2,000.00
Available balance as of 09/20/12

Attachments

2012 Pct 4 Rd Maint LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 10:32 AM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:19 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Veronica Lopez Started On: 09/20/2012 08:59 AM

Final Approval Date: 09/21/2012

DATE: **September 25, 2012**

DEPARTMENT HEAD: **Joseph Palacios**

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

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

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

2012
Intradepartmental Transfer

AI-34360

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	421	Pct 4 Rd- Disposal	$630.00
890	Pct 4 Rd- Other	433	Pct 4 Rd- R&B R&M Srv	$4,000.00
890	Pct 4 Rd- Other	607	Pct 4 Rd-Hsehld & Janitorial Supp	$1,000.00
890	Pct 4 Rd- Other	613	Pct 4 Rd- Safety Supplies	$5,000.00
890	Pct 4 Rd- Other	619	Pct 4 Rd- Other Misc Supplies	$1,459.92
890	Pct 4 Rd- Other	631	Pct 4 Rd- Bottled Water	$200.00
890	Pct 4 Rd- Other	664	Pct 4 Rd- Other Minor Equip	$770.00
890	Pct 4 Rd- Other	679	Pct 4 Rd- Other R&M Supplies	$2,000.00
			TOTAL	**$15,059.92**

REASON:
Transfer needed to fund several Pct 4 projects.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34335 **2. S.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

741 --> 855 $250.00

Available balance as of 09/19/12

Attachments

2012 Pct 4 Parks LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 03:07 PM
Ana Galvan	Ana Galvan	09/20/2012 04:50 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Veronica Lopez Started On: 09/19/2012 01:41 PM

Final Approval Date: 09/21/2012

DATE: **September 25, 2012**

DEPARTMENT HEAD: **Joseph Palacios**

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

ACCOUNT NUMBER: **2-1100-452-00-124-009-0-XXX**

2012

Intradepartmental Transfer

AI-34335

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
741	Pct 4 Parks- Vehicles	855	Pct 4 Parks- Late Fees	$250.00
			TOTAL	**$250.00**

REASON:
Transfer needed to fund electricity late fees.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34363 **2. T.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/20/2012.

Attachments

Line Item Transfer

uniform policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 10:33 AM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:07 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Ana Galvan Started On: 09/20/2012 09:29 AM

Final Approval Date: 09/21/2012

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 19, 2012

DEPARTMENT HEAD: Gilbert "Chato" Alaniz

DEPARTMENT NAME: Constable Precinct #2

ACCOUNT NUMBER: 2-1100-421-00-292-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	**Description**	**TO** Object Code	**Description**	**Amount**
611	POLICE SUPPLIES	605	CLOTHING & UNIFORMS	$ 534.30
			TOTAL	**$ 534.30**

REASON: TO COVER FOR UNIFORMS SUPPLIES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Form DBM-201

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

It is the policy of the county that certain positions, as designated by each Elected Official or County Executive Officer for general fund departments, may be required to wear a uniform while on the job.

3. PURPOSE

The purpose of this policy shall be to maximize safe working conditions, reflect good appearance and to provide ease of recognition, and/or identification of designated employees by the public. This policy is necessary in order to help determine whether all or any part of the uniform expenditures will be considered a taxable fringe benefit to the employee.

Uniforms are excluded from wages of an employee if they are:

- Specifically required as a condition of employment, and
- Are not worn or adaptable to general usage as ordinary clothing.

4. GENERAL GUIDELINES

A. Each Department Director will identify the positions within their respective department for which the wearing of a uniform is required. Department Directors should ensure that uniforms are absolutely necessary.

B. Employees filling positions designated as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her supply of uniforms.

C. Each department requiring employees to wear uniforms must include funds for new issues and replacement of uniforms in their respective department annual budget.

D. The purchasing of uniforms may be used in lieu of the rental of uniforms when considered more economical by the Elected Official or the County Executive Officer for General Fund Departments.

5. UNIFORM ISSUANCE

A. When an employee is assigned to a position which has been designated as requiring a uniform, the employee's Department Director will authorize the issuance of uniforms. The employee must sign for all issued uniforms.

B. The Department Director will determine the number of uniforms to be issued commensurate with the employee's expected field time, not to exceed six sets of uniforms.

6. APPEARANCE IN UNIFORM

A. Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County of Hidalgo.

B. When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms.

C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

A. Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting and keeping with other County Offices and Departments.

B. Non-Uniformed and Uniformed Employees will ensure that their clothing is cleaned, free of stains, tears and holes.

C. Non-Uniformed and Uniformed Employees authorized to wear jeans shall not wear jeans faded out, spotted with bleach or worn to the point that the cuffs are frayed or cut. The jeans cannot have holes in them.

E. 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 straight hem.

8. CASUAL ATTIRE

A. On Fridays, or the last day of the workweek, Non-Uniformed Employees are allowed to wear jeans. Designed Uniformed employees shall not observe this practice unless authorized by the Department Director. Clothes should be neat, clean, and without holes or ragged edges.

B. Attire that is considered inappropriate includes but is not limited to: shorts, low cut shirts/blouses, ratty jeans, T-shirts, athletic shoes, thong sandals, and any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems inappropriate.

C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

9. UNACCEPTABLE CASUAL ATTIRE

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

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

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

D. Revealing clothing, transparent materials, micro-mini skirts, and or shorts prohibited.

E. If you are assigned to go to a class, seminar or training and

F. you are being paid to attend, you are expected to adhere to this dress policy.

11. CARE AND MAINTENANCE OF UNIFORMS

A. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms issued to them.

B. If uniform item(s) becomes unserviceable the employee must launder the item and request a replacement.

C. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement.

10. IMPROPER UNIFORM WEAR PROHIBITED

A. Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature.

12. TERMINATION OF EMPLOYMENT

A. When an employee terminates with the County or is transferred into a position of which wearing a uniform is not required, the employee must return all uniform items

to their immediate supervisor no later than the date of termination or reassignment. All returned items must be laundered and in good condition.

B. If the employee fails to return any uniform items the cost of the unreturned item(s) will be deducted from the employee's final payment.

13. POLICY VIOLATION AND REVISION

A. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.

B. Employees may not wear county uniforms in any capacity other than when they are performing official business for the county.

C. Failure to comply with the guidelines established in this policy may lead to disciplinary action up to an including termination of employment.

AI-34306 **2. U.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2012 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-21-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/18/2012 01:34 PM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:31 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Rachel Cavazos Started On: 09/18/2012 11:17 AM

Final Approval Date: 09/21/2012

DATE: September 25, 2012

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 2-1100-421-00-293-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	BLDG & OTHER STRUC. R&M S	342	INFO & CREDIT SERVICES	$ 200.00
442	EQUIP & VEHICLE RENTALS	342	INFO & CREDIT SERVICES	$ 297.00
442	EQUIP & VEHICLE RENTALS	619	OTHER MISC. SUPPLIES	$ 12.35
442	EQUIP & VEHICLE RENTALS	679	R&M SUPPLIES OTHER	$ 246.00
442	EQUIP & VEHICLE RENTALS	529	SURETY NOTARY BONDS	$ 50.00
640	REFERENCE MATERIALS	619	OTHER MISC. SUPPLIES	$ 150.50
442	EQUIP & VEHICLE RENTALS	346	HAULING & FREIGHT SRVS	$ 200.00
			TOTAL	$ 1,155.85

REASON: TO COVER INVOICES AND ORDER SUPPLIES NEEDED.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-34177 **2. V.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2012 - Constable Pct. #4 (1100)

BACKGROUND

Transfers need to cover frieght expenditures of $15.00 for GT Distributors on Req#222585; and object code correction in PO#679534, CDW-G.

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 09/13/2012.

Attachments

Revised Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 04:44 PM
Ana Galvan	Ana Galvan	09/14/2012 04:06 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Nayla Munoz Started On: 09/12/2012 02:25 PM

Final Approval Date: 09/21/2012

INTRADEPARTMENTAL TRANSFER

DATE: September 12, 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 Tranfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
640	Reference Materials	**346**	Hauling & Freight Service	**$30.00**
601	Office & Computer Supplies	**619**	Other Misc Supplies	**$572.78**
			TOTAL	**$602.78**

REASON: Transfers are needed to cover expenditures for frieght charges for GT Distributors ($15.00) and for Lexis Nexis ($15.00). Transfer is needed to correct object code for PO#679534, CDW-G.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-34173 **3. A.**

CC CONSENT

Meeting Date: 09/25/2012

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 Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of $18,400.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of August 2012 (PP #16 & 17).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-0XX-0-73X

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

BUDGETARY IMPACT:

program #041 --> 087 & 092 in the amount of $18,400.00 to fund the Pct. 1 Drainage Improv. labor reimbursements for the month of Aug. 2012 (PP #16 & 17).

Attachments

Interdept

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/13/2012 09:00 AM
Budget & Management	Merlen P. Munoz	09/13/2012 09:13 AM
Sylvia Solis	Sylvia Solis	09/13/2012 02:23 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

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

Final Approval Date: 09/21/2012

DATE: September 25, 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-0-73X

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	(18,400.00)
TO:			
2-1342-431-00-121-087-0- 733	CO 2010 A & B-Pct. 1-Bar Ditches-	Drainage Ditches	11,200.00
2-1342-431-00-121-092-0- 733	CO 2010 A & B-Pct. 1-HCCID #9 Channels-	Drainage Ditches	7,200.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund the Pct. 1 Drainage Improvement labor reimbursements for the month of August 2012 (PP #16 & 17).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-34380 **3. B.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2012 interdepartmental transfer within R&B Fund 1200 from program (006) to program (083) in the amount of $200,000.

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 $491,101.62 as of 9/20/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 03:56 PM
Roland Garcia	Rolando Garcia	09/20/2012 04:49 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Katia Garcia Started On: 09/20/2012 02:36 PM

Final Approval Date: 09/21/2012

DATE: September 20, 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-34380

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		
2-1200-431-00-122-006-0-890	PCT.2 RD MAINTENANCE-OTHER	($200,000.00)
TO		
2-1200-431-00-122-083-0-731	PCT.2 THOMAS RD (MCCOLL-JACKSON)-ROADS	$200,000.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer from PCT 2 RD MAINTENANCE into PCT.2 THOMAS RD (MCCOLL-JACKSON) PROJECT for projected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-34375 **3. C.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2012 interdepartmental transfer within R&B Fund 1200 from program (006) to programs (557 & 767) in the total amount of $6,408.55.

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 $491,101.62 as of 9/20/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 03:01 PM
Roland Garcia	Rolando Garcia	09/21/2012 09:55 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Katia Garcia Started On: 09/20/2012 01:50 PM

Final Approval Date: 09/21/2012

DATE: September 20, 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-34375

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		
2-1200-431-00-122-006-0-890	PCT. 2 RD MAINTENANCE-OTHER	($6,408.55)
TO		
2-1200-431-00-122-557-0-731	PENTECOSTAL SUBD-ROADS	$3,800.00
2-1200-431-00-122-767-0-731	VAL BAR ESTATES-ROADS	$2,608.55
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer from PCT 2 RD MAINTENANCE into PENTECOSTAL & VAL BAR PROJECTS for anticipated project costs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-34319 **3. D.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2012 interdepartmental transfer within R&B Fund 1200 from program (006) to program (049) in the amount of $1,000.00

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 $491,101.62 as of 9/19/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 09:18 AM
Roland Garcia	Rolando Garcia	09/20/2012 04:53 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Katia Garcia Started On: 09/19/2012 08:10 AM

Final Approval Date: 09/21/2012

DATE: September 19, 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-34319

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		
2-1200-431-00-122-006-0-890	PCT. 2 RD MAINTENANCE	($1,000.00)
TO		
2-1200-431-00-122-049-0-711	PCT. 2 TOWER RD (OWASSA-ALAMO CTY LMT)	$1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer from PCT 2 RD. MAINTENANCE into PCT.2 TOWER RD PROJECT for anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-34246 **3. E.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: COMM. PCT. #3

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2012 interdepartmental transfer from Precinct #3 Rd Maintenance to Precinct #3 Dude Hill #1 in the amount of $548.65.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-123-005-0-890

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

BUDGETARY IMPACT:

Available funds as of 9/17/12 are $31,056.72.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 02:48 PM
Perla Lopez	Perla Lopez	09/17/2012 03:28 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Norma Ceballos Started On: 09/14/2012 02:19 PM

Final Approval Date: 09/21/2012

INTER-DEPARTMENTAL TRANSFER

DATE: September 25, 2012

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

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

AI - 34246

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

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
2-1200-431-00-123-005-0-890	Pct3 Rd Maint-Other	**(548.65)**
TO:		
2-1200-431-00-123-234-0-540	Pct3-Dude Hill #1-Advertising	**$ 378.14**
2-1200-431-00-123-234-0-841	Pct3-Dude Hill #1-Aid to Govt Agency	**$ 170.51**
	Total Budget (Increase/Decrease)	**0.00**

REASON: To cover expected expenses. For Construction Contract and Advertising.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-34167 **3. F.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: COMM. PCT. #3

Information

CAPTION

Pct. #3 C.O. 2009 (1339):
Approval of 2012 interdepartmental transfer from C.O. 2009 Pct #3 Prairie View Heights Phase I, C.O. 2009 Pct #3 Bentsen Palm Drive and C.O. 2009 Pct #3 Mile 2N and Abram Road to C.O. 2009 Pct #3 Drainage Improvement in the total amount of $292,523.44.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1339-431-00-123-0XX-0-XXX

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

BUDGETARY IMPACT:
Available funds as of 9/17/12.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 11:49 AM
Perla Lopez	Perla Lopez	09/17/2012 02:17 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Norma Ceballos Started On: 09/12/2012 10:58 AM

Final Approval Date: 09/21/2012

INTER-DEPARTMENTAL TRANSFER

DATE: September 25, 2012

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 2-1339-431-00-123-0XX-0-XXX

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

AI - 34167

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
2-1339-431-00-123-073-0-733	CO2009-Pct3 Prairie View Hghts PhI-Drain	**(61,280.28)**
2-1339-431-00-123-084-0-733	CO2009-Pct3 Bentsen Palm Drive-Drainage	**(197,413.47)**
2-1339-431-00-123-092-0-733	CO2009-Pct3 Mile 2N & Abram Rd-Drainage	**(33,829.69)**
TO:		
2-1339-431-00-123-049-0-890	CO2009-Pct3 Drain Imprv-Other	**$ 292,523.44**
	Total Budget (Increase/Decrease)	**0.00**

REASON: Projects are completed. Transfer to be able to fund another project.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-34195 **3. G.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4:
Approval of 2012 interdepartmental transfer from Pct 4 Rd Maint. (program 007) to Pct 4 Repaving Seminary Rd (program 121) in the amount of $4,200.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-XXX-0-731

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

BUDGETARY IMPACT:

Program 007 --> Program 121 $4,200.00
Funds available as of 09/12/12

Attachments

interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 08:23 AM
Manuel Chapa	Manuel Chapa	09/13/2012 09:21 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Veronica Lopez Started On: 09/12/2012 04:35 PM

Final Approval Date: 09/21/2012

DATE: September 25, 2012

2012
Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4 Rd. Maint

AI- 34195

ACCOUNT NUMBER: 2-1200-431-00-124-XXX-0-731

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:		
2-1200-431-00-124-007-0-731	**PCT4 Rd. Maint.- Roads**	**($4,200.00)**
To:		
2-1200-431-00-124-121-0-731	**PCT4 Repaving Seminary- Roads**	**$4,200.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to properly classify expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-34038 **3. H.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):
Approval of 2012 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to Dickerson Pond (program 048 - $12,678.97), and to North Branch Drain (program 049 - $155.41) in the total amount of $12,834.38 to fund August 2012 Drainage - Fuel Reimbursements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Funding available as of 9-19-12
2-1342-431-00-124-036-0-890 --> 2-1342-431-00-124-0XX-0-733 $12,834.38
To fund August 2012 Drainage Fuel reimbursements.

Attachments

interdept transfer - Fuel

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	09/13/2012 01:08 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:09 PM
Olga Garza	Olga Garza	09/14/2012 04:24 PM
Auditor's Office	Angela Garcia	09/19/2012 10:26 AM
Manuel Chapa (Originator)	Manuel Chapa	09/19/2012 10:52 AM

Form Started By: Manuel Chapa Started On: 09/04/2012

Final Approval Date: 09/19/2012

DATE: September 4, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1342)

AI# 34038

ACCOUNT NUMBER: 2-1342-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

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
2-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHER	(12,834.38)
2-1342-431-00-124-048-0-733	CO2010A&B-PCT4 DICKERSON POND-DRAINAGE DITCHES	12,678.97
2-1342-431-00-124-049-0-733	CO2010A&B-PCT4 NORTH BRANCH DRAIN-DRAINAGE DITCHES	155.41
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to programs 048 & 049 to fund Fuel Pct#4 Drainage Improvement Reimbursements. for the month of August 2012.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-34358 **3. I.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO's 2010 A&B (1342):
Approval of 2012 interdepartmental transfer within CO's 2010 A&B from (prog 044) to (prog 045) in the total amount of $121,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1342-419-40-220-044-0-720

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

BUDGETARY IMPACT:
available balance as of 09/20/12.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 09:00 AM
Olga Garza	Olga Garza	09/21/2012 04:23 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Rolando Garcia Started On: 09/20/2012 08:40 AM

Final Approval Date: 09/21/2012

DATE: September 19, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget and Management for:
Precinct No.2 CO2010 A&B 1342

ACCOUNT NUMBER: 2-1342-4XX-X0-220-04X-0-XXX

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

Contact: Rolando Garcia Jr.
Ph#: 956-292-7025 x.5761

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		
2-1342-419-40-220-044-0-720	CO2010A&B-MEDIPLEX-BUILDINGS	(121,000.00)
TO		
2-1342-421-00-220-045-0-452	CO2010A&B-MORGUE/OLD JUV DET-BLDG ADD&RE	121,000.00
TOTAL BUDGET INCREASE (DECREASE)		**-**

REASON:

Transfer to fund change order and anticipated expenditures related to the Morgue/Autopsy Facility project.

_____ ____/____/____

APPROVED COMMISSIONERS' COURT **DATE**

AI-34094 **3. J.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Planning Department (1100):
Approval of 2012 interdepartmental transfer from County Wide Contingency to Planning Dept.-Equipment & Vehicle R&M Services and Gasoline/Diesel in the total amount of $4,629.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-41X-X0-X1X-00X-0-XXX

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

BUDGETARY IMPACT:
Available funds as of 9/6/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 03:01 PM
Perla Lopez	Perla Lopez	09/07/2012 09:02 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Olga Garza Started On: 09/06/2012 01:21 PM

Final Approval Date: 09/21/2012

DATE: September 25, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Planning Dept.

ACCOUNT NUMBER: 2-1100-41X-X0-X1X-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	(4,629.20)
TO			
2-1100-419-10-210-001-0- 432	PLANNING DEPT	EQUIP & VEH R&M SRV	879.20
2-1100-419-10-210-001-0- 626	PLANNING DEPT	GASOLINE/DIESEL	3,750.00
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer into Planning Dept.-Equip & Vehicle R&M Services to cover warranty renewal of the Plotter and into Gasoline/Diesel to cover estimated invoices for the rest of the year.

DEPARTMENT HEAD SIGNATURE

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

AI-34231 **2012 Interdepartmental Transfers 3. K.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #3 (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm. - Contingency to Constable Pct. #3 in the amount of $24,205.00 to fund fuel expenditures through October 2012 and to cover expenditures for pending vehicle repairs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available funds in CO WIDE ADM- CONTINGENCY as of 09-14-12

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/14/2012 09:05 AM
Ivan Cantu	Ivan Cantu	09/14/2012 10:46 AM
Purchasing Department	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Rosie Cantu Started On: 09/14/2012 08:06 AM

Final Approval Date: 09/21/2012

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: September 14, 2012

2012
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CONST PCT 3

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
2-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(24,205.00)
TO:			
2-1100-421-00-293-001-0- 626	CONSTABLE PCT NO. 3-	FUEL	14,205.00
2-1100-421-00-293-001-0- 432	CONSTABLE PCT NO. 3-	EQUIP&VEH R&M SRV	10,000.00
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: Interdepartmental transfer to fund fuel expenditures through October 2012 and to cover expenditures in relation to the repair of various vehicles in the constable pct 3 office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-34410 **3. L.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO 2010 A&B (1342):
Approval of 2012 interdepartmental transfer within the Certificate of Obligation Series 2010 A&B, from the Mediplex Building (program 044) to the Modular Courtroom Project (program 048) in the amount of $16,500.00 to fund a portion of the finish of the interior of modular buildings.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 2-1342-419-40-220-04X-0-720

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

BUDGETARY IMPACT:

From program 044 to 048 in the amount of $16,500.00. Funding available for transfer as of 9/21/12.

Attachments

Interdept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/21/2012 04:05 PM
Olga Garza	Olga Garza	09/21/2012 04:27 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Dale Kennan Started On: 09/21/2012 03:51 PM

Final Approval Date: 09/21/2012

DATE: Friday, September 21, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management for the Certificate of Obligation Series 2010 A&B (1342)

ACCOUNT NUMBER: 2-1342-419-40-220-04X-0-720

CONTACT PERSON: Rey Salazar **Ph#:** (956) 292-7025 Ext. 5426

Submitted By: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Interdepartmental 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 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
2-1342-419-40-220-044-0-720	CO2010A&B-MEDIPLEX-BUILDINGS	(16,500.00)
2-1342-419-40-220-048-0-720	CO2010A&B-COURTS MODULAR-BUILDINGS	$16,500.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO2010A&B-MEDIPLEX-BUILDINGS into CO2010A&B-COURTS MODULAR-BUILDINGS in the total amount of $16,500.00 to fund the finish interiors of modular building(s).

DEPARTMENT HEAD SIGNATURE

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

AI-34390 **3. M.**

CC CONSENT

Meeting Date: 09/25/2012

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 $9,600.00 to fund membership dues.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-41X-X0-1X5-00X-0-8XX

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

BUDGETARY IMPACT:

Funds available in Co. Wide Adm-Contingency as of 9/21/12.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/21/2012 10:13 AM
Ivan Cantu	Ivan Cantu	09/21/2012 12:36 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Erika Zamora Started On: 09/21/2012 09:43 AM

Final Approval Date: 09/21/2012

DATE: September 25, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

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

ACCOUNT NUMBER: 2-1100-41X-X0-1X5-00X-0-8XX

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	(7,500.00)
TO			
2-1100-413-30-125-004-0- 810	CO COMM	DUES & MEMBERSHIPS	7,500.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund 2012 Annual Dues to Rio Grande Valley Mobility Task Force.**

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-34339 **4. A.**

CC CONSENT

Meeting Date: 09/25/2012

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 09-25-12

Pct 1 Water Service Availability 09-25-12

Pct 2 & 4 Cert Plat & Utility Status 09-25-12

Pct 2 & 4 Water Service Availability 09-25-12

Pct 3 Cert Plat & Utility Status 09-25-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 03:10 PM
Olga Garza	Olga Garza	09/21/2012 10:08 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Irma Castillo Started On: 09/19/2012 02:24 PM

Final Approval Date: 09/21/2012

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	RAUL ALCANTAR	1-9345
2.	MARIA DE JESUS MENDOZA	1-9350
3.	EPIFANO CORDERO LEAL	1-9344
4.	EMMA JARAMILLO	1-9318
5.	MELINDA TREVINO GARCIA	1-9227
6.	EFRAIN GARCIA	1-9351
	COMM. COURT: SEPTEMBER 25, 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: 1-9345

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: RAUL ALCANTAR

Address: 1409 W. Business 83
Weslaco TX
78596

Phone: (956) 236-9297

Water Supplier: N.A.W.S

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

Account/ESI No.: N/A

[ ] Temporary Pole [X] Permanent Service

regarding the land described as:

Oakhill Ranch Ph. #2 lot #78 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/21/08);

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 LD);

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 LD);

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 LD);

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

LD

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: 1-9345

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: RAUL ALCANTAR

Address: 1409 W. Business 83
Weslaco TX 78596

Phone: (956) 236-9297

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

@ Oakhill Ranch Ph.#2 lot#78

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 9/17/12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9/19/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9345
Sep. 17, 2012

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

O0557-02-000-0078-00

[1] OWNER: ALCANTAR, RAUL

1409 W. BUS 83
WESLACO TX 78596

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 3,000 Sq. Ft.

[6] USE OF BUILDING: REST. ZONEX-25

[7] LEGAL DESC./NAME OF SUBDIVISION
OAK HILL RANCH PH 2
LOT 78

LOCATION: 0 FM 88 & MILE 20

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $150,000

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACK & REGULATIONS
SETBACKS FRONT:100' REAR:15' SIDES:20'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date: 9/17/12

Approved by — Date: 9/14/12

Signature of Owner or Applicant — Date: 9/17/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480339

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

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

[NOTICE]

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

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

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

DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

THAT, **RAUL ALCANTAR, a single person,** hereinafter called "Grantor(s)", in consideration of TEN DOLLARS ($10.00) in hand paid, and of the debt and trust hereinafter mentioned, have granted, sold and conveyed, and by these presents do grant, sell and convey unto **DARRYL K. LEMKE,** hereinafter called the "**Trustee**", and to his successors in trust, the following described land and other property situated in the County of HIDALGO, State of Texas:

Lot Seventy-eight (78), OAK HILL RANCH PHASE II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 55, Pages 41-46, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

together with all buildings and improvements thereon and hereafter placed thereon; appurtenances, servitudes, rights, ways, privileges, prescriptions and advantages thereunto belonging or in anywise appertaining, hereinafter called the "**Mortgaged Premises**";

TO HAVE AND TO HOLD the Mortgaged Premises unto the Trustee forever. Grantors hereby bind themselves to warrant and forever defend the title to the Mortgaged Premises, or any part thereof, unto the Trustee against all persons whomsoever claiming or to claim the same or any part thereof.

1. This conveyance is made in trust, however, to secure payment of a debt in the principal sum of **ONE HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($163,200.00)** evidenced by a promissory note of even date herewith, hereinafter called the "**Note**", the terms of which are incorporated herein by reference, executed by **RAUL ALCANTAR** and made payable to the order of **Bank of South Texas,** hereinafter called the "**Noteholder**", at **506 E. Dove Ave., McAllen, Texas 78504** which is the Noteholder's post office address, or at such other place as the Noteholder may from time to time designate in writing, with interest and principal payments as stipulated and provided in said Note and finally maturing on **APRIL 11, 2013**, unless demand for payment is made prior to such date.

2. This conveyance is made in trust to further secure payment of all other amounts with interest thereon becoming due and payable to the Noteholder under the terms of the Note or this Deed of Trust, including (but not limited to) any extension, renewal or reamortization of said debt, any increase or addition thereto and any future debt owing by Grantors to the Noteholder, the payment thereof being secured or intended to be secured hereby; and to further secure performance and discharge of each and every promise, obligation, covenant and agreement of Grantors contained in the Note, this Deed of Trust or any other instrument executed by Grantors, pertaining to said debt or the security therefore.

3. As additional security for the payment of said debt, Grantors hereby transfer and assign unto the Noteholder:

(a) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or any part thereof, or to any rights appurtenant thereto. The Noteholder is hereby authorized, but shall not be required, on behalf and in the name of Grantors, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. The Noteholder may apply all

When Grantor repays all debts owed to Lender, this deed-of-trust lien will terminate only if Lender releases this deed of trust at the request of Grantor. Until Lender releases it, this deed of trust will remain fully in effect to secure other present and future advances and debts, regardless of any additional security given for any debt and regardless of any modification.

DATED September 11, 2012.

GRANTOR:

RAUL ALCANTAR

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 14 day of Sept., 2012 by RAUL ALCANTAR.

Notary Public, State of Texas

RUDOLFO GUERRERO
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-22-2014

TRUSTEE:
Darryl K. Lemke
506 E. Dove Ave.
McAllen, Texas 78504

BENEFICIARY:
Bank of South Texas,
506 E. Dove Ave.
McAllen, Texas 78504

AFTER RECORDING RETURN TO:
Bank of South Texas
506 E. Dove Ave.
McAllen, Texas 78504
Loan No.31299400

PREPARED BY:
The Alvarado Law Firm
4757 S. Jackson Rd., Ste. 103
Edinburg, Texas 78539
File/GF: 777446

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: 1-9350

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Maria de Jesus Mendoza

Address: 511 Charlotte Ave., Lote 10 W/Lote 11 1/2 W
Weslaco, TX 78596

Phone: (956) 854-6141

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

Water Supplier: U.A.W.S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:

Westex ph2. lot 55.

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-11-07);

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

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: 1-9350

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

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

PARTY MAKING REQUEST:

Name: Maria de Jesus Mendoza

Address: ~~Mile 10 N / Mile 2 1/2 W~~ 511 Charlotte Avenue
Weslaco TX.

Phone: (956) 854-1014

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

Wes Tex Phase II subdivision #55

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maria de Jesus Mendoza — Requesting Party (Signature)
9-17-12 — 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:

9/18/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9350
Sep. 17, 2012

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

W2220-02-000-0055-00

[1] OWNER: MENDOZA , MARIA DE JESUS
PO BOX 960 ELSA TX 78543

Telephone No. 854-6146

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 750 Sq. Ft.

[6] USE OF BUILDING: MOVE IN WOODFRAME HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
WES-TEX PH 2 LOT 55
A-29

LOCATION: 0 MILE 10 N. & MILE 4 1/2 W

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $4,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 25' REAR 35' SIDE 6' CORNERSIDE 10'
FLOOR ELEV. 70.00

Prepared by — Date: 9-17-12

Approved by — Date: 9-11-12

Signature of Owner or Applicant: Maria de Jesus Mendoza — Date: 9-17-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: ____ Pct: 1

Community No.: 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.

1773373

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 DRIVER'S LICENSE NUMBER

WARRANTY DEED WITH VENDOR'S LIEN

Date: June 13, 2007

Grantor: Kyle Bennett, Individually and as Trustee of the Kyle Bennett Living Trust

Grantor's Mailing Address (including county): P.O. Box 365, La Blanca, Hidalgo County, Texas 78558-0365

Grantee: Maria De Jesus Mendoza

Grantee's Mailing Address: P.O. Box 960, Elsa, Hidalgo County, Texas 78543

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration and a note of even date that is in principal amount of TWENTY NINE THOUSAND DOLLARS AND NO/100TH ($29,000.00) and is executed by Grantee, payable to order of Grantor. It is secured by a vendor's lien retained in this deed and by deed of trust of even date from Grantee's to RAMONA FLORES, Trustee.

Property (including any improvements):
Lot 55, WES TEX SUBDIVISION PHASE II, being a re-subdivision of a 15.83 Gross Acre Tract of Land, more or less, carved out of Lot 103, West and Adams Tract Subdivision, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 52, Page 28, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

(1) Subject to any and all Oil and Gas Leases of record, if any.
(2) Easements, rights, rules and regulations in favor of Hidalgo County Water Improvement District.
(3) Visible and apparent easements on or across the subject property.
(4) Taxes for the year 2007 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to the Grantee the property, together will all and singular the rights and appurtenances thereto in any wise belonging to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, to warrant and forever defend all and singular the property to Grantee and

Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance to warranty.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.
Preparer has not examined the title to this property and expresses no opinion as to the condition of title.

GRANTOR:

KYLE BENNETT, Individually and as Trustee of the Kyle Bennett Living Trust

GRANTEE:

Maria de Jesus Mendoza
MARIA DE JESUS MENDOZA

ACKNOWLEDGEMENT

The State of Texas §
County of Hidalgo §

This instrument was acknowledged before me this 19th day of June 2007, by Kyle Bennett, Individually and as Trust of the Kyle Bennett Living Trust.

RAMONA D. FLORES
MY COMMISSION EXPIRES
February 11, 2011

Ramona D. Flores
Notary Public in and for Hidalgo County, Texas

The State of Texas §
County of Hidalgo §

Maria De Jesus Mendoza acknowledged this instrument before me this 19th day of June2007.

RAMONA D. FLORES
MY COMMISSION EXPIRES
February 11, 2011

Ramona D. Flores
Notary Public in and for Hidalgo County, Texas

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: 1-9344

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: EPIFANIO CORDERO L.

Address: 1005 MARIA ST
WESLACO TX
78596

Phone: (956)314-1961

Water Supplier: UAWSC

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

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

regarding the land described as: Ramon De Palmas Lot #3,

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 5/11/99);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-9344

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: EPIFANIO CORDERO L.

Address: 1805 MARIA ST.
WESLACO, TEXAS 78596

Phone: (956) 314-1961

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): RINCON DE PALMAS LOT #3
1805 MARIA STREET WESLACO, TEXAS 78596

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Epifanio Cordero L. 09-16-12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9/19/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9344
Sep. 17, 2012

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

R2846-00-000-0003-00

[1] OWNER: CORDERO, EPIFANIO
1805 MARIA ST.

WESLACO TX 78596-4313
Telephone No. 514-0693

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 220 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RINCON DE PALMAS LOT 3

LOCATION: 0 493 & MILE 13

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

[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:36' SIDES:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by _____ 9/17/12 Date

Approved by _____ 9/11/12 Date

X Epifania Cordero L. 9/17/12
Signature of Owner or Applicant Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0452 B Pct: 0

Community No.: 480334

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

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

[NOTICE]

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

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

Edwards Abstract and
Title Co. GF# 778582

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: July 16, 2012

Grantor: Sanjuana A. Garza, aka San Juana Garza, a single person

Grantor's Mailing Address (including county): 1715 Rattan St.
Donna, Texas 78537
Hidalgo, Texas 78537

Grantee: Epifanio Cordero Leal

Grantee's Mailing Address (including county): 1805 Maria Street
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of RIO BANK in the principal amount of TEN THOUSAND AND NO/100THS DOLLARS ($10,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of RIO BANK and by a first-lien deed of trust of even date from Grantee to EDWARD J. ZINSMEISTER, Trustee.

Property (including any improvements):

Lot Three (3), RINCON DE PALMAS SUBDIVISON, an addition to the City of Donna, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 34, Page 94, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded CLERK'S FILE NO. 773951, OFFICIAL RECORDS AND VOLUME 34, PAGE 94, 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 October 19, 2006, recorded under Clerk's File No. 1680144, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated March 29, 1961, recorded in Volume 261, Page 244, Oil and Gas Records, Hidalgo County, Texas and unitized in instrument dated May 6, 1964, recorded in Volume 287, Page 379, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

2012/07/31 09:53:17Page:3/5

RIO 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. The first and superior vendor's lien against and the superior title to the Property are retained for the benefit of RIO BANK and are transferred to RIO BANK, without recourse against Grantor.

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

Sanjuana A. Garza

Sanjuana A. Garza, aka San Juana Garza

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 17 of July 2012, by Sanjuana A. Garza, aka San Juana Garza.

MARY B. ARCE
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-27-2015

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Epifanio Cordero Leal
1805 Maria Street
Weslaco, Texas 78596

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 778582; ma:cam

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

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

Precinct (1) 2 3 4

Application No: 1-9318

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: Emma Jaramillo

Address: 2807 Cypress Dr.
Donna, TX
78537

Phone: 952-410-4648

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Country View Estates Lot #6,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 9-5-08);

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 LP);

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 LP);

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 LP);

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

LP

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

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

Precinct (1) 2 3 4

Application No: 1-9318

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: Emma Jaramillo

Address: 2807 Cypress Dr.
Donna, TX. 78537

Phone: 956-460-4648

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

Country View Est. Lot. #6

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Emma Jaramillo — 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:

9/19/12 — **Date**

_____ — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9318
Sep. 5, 2012

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

C9110-00-000-0006-00

[1] OWNER: ABREGO, ABELARDO
JARAMILLO, EMMA
2807 CYPRESS DR.
DONNA, TX 78537
Telephone No. 460-4648

[7] LEGAL DESC./NAME OF SUBDIVISION
COUNTRY VIEW ESTATES LOT#6

LOCATION: 0 MIDWAY & CUMMINGS

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[8] SEWAGE: INSTA

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

[9] CONSTRUCTION TYPE: WOOD

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

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

[6] USE OF BUILDING: RES. ZONE X

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG
FRONT 50' REAR 15' SIDES 15' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 9/5/12

Approved by: Jonathan Iridio — Date: 8/30/12

Signature of Owner or Applicant: Emma Jaramillo — Date: 9/5/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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 OF YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: April 18, 2012.

Grantor: SANDOVAL DEVELOPMENT, L.P., a Texas Limited Partnership.
Grantor's Mailing Address: 605 North Main, Donna, Hidalgo County, TX 78537.

Grantee: ABELARDO ABREGO, a single man and EMMA JARAMILLO a single woman.
Grantee's Mailing Address: 2807 Cypress Drive, Donna, Hidalgo County, TX 78537.

Consideration: TEN DOLLARS AND 00/100 ($10.00) and other good and valuable consideration paid by Grantee herein, the receipt of which is hereby acknowledged, and a Note of even date in the principal amount of Seventy Five Thousand and no/100 ($75,000.00) Dollars payable to the order of Grantor, executed by Grantee, same note is secured by a vendor's lien retained in favor of Grantor, in this deed and by a Deed of Trust of even date from Grantee to Carlos J. Garza, Trustee.

Property (including any improvements): All of Lot 6, COUNTRY VIEW ESTATES SUBDIVISION, an Addition to the City of Donna, Texas, according to the map recorded in Volume 55, Pages 162 thru 164, 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 September 22, 2008, filed September 23, 2008 under Document Number 1930966; Amendment dated November 13, 2008, filed January 9, 2009 under Document Number 1960773; Second Amendment dated September 16, 2009, filed September 17, 2009 under Document Number 2035665 Official Records in Volume 55, Pages 162 thru 164, Map Records of Hidalgo County, Texas. Article 6.10 of the Second Amendment is amended to allow livestock on this lot.

2. Annual maintenance charge and/or current assessments as set forth in instrument dated September 22, 2008, filed September 23, 2008 under Document Number 1930966, Official Records, Hidalgo County, Texas; however, said lien is subordinated to any Mortgage Vendor's Lien or Deed of Trust filed for record prior to the date payment of such assessments and/or maintenance charges become due.

3. Statutory easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1 and easements and restrictions as shown on the map of the above described subdivision.

4. Minimum floor elevations, setback lines; 50 foot front; 22.5 foot rear; 6 foot sides; 15 foot exclusive N.A.W.S.C. easement on the North side; 15 foot drainage swale

Grantor:

SANDOVAL DEVELOPMENT, L.P.

By: SANDOVAL OPERATIONS, LLC,
It's General Partner

By:_____
Jose T. Sandoval, Member/Manager

Grantees:

ABELARDO ABREGO

EMMA JARAMILLO

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me by JOSE T. SANDOVAL, in his capacity as Member/Manager of SANDOVAL OPERATIONS, LLC on April ___, 2012.

_____
Notary Public for the State of Texas

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on April 18th, 2012 by ABELARDO ABREGO.

LIZ MARTINEZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 3-23-2015

Liz Martinez
Notary Public for the State of Texas

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on April 18th, 2012, by EMMA JARAMILLO.

LIZ MARTINEZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 3-23-2015

Liz Martinez
Notary Public for the State of Texas

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: 1-9227

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: Melida Treviño Garcia

Address: 2880 Pecan
Mercedes

Phone: 956 975 1928

Water Supplier: NAWSC

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

Account/ESI No.: 100 327 894 022395 75

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: New Horizons Lot #4,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 6-6-03);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-9227

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: Melida & Trevino Garcia

Address: 2980 Pecan

Mercedes TX

Phone: (956) 975 19 28

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

Lot 4 New Horizons Sub.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 8-9-12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9/19/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-9227
Aug. 1, 2012

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

N1300-00-000-0004-00

[1] OWNER: TREVINO, MELIDA ANN
1137 S GEORGIA AVE

MERCEDES TX 78570-3725
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,593 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE C-25

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

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $170,000

[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:30' SIDES:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date: 8/1/12

Approved by: GILBERTO PECINA — Date: 7/31/12

Signature of Owner or Applicant — Date: 08/01/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0525 B Pct: 0

Community No.: 480334

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

126 - WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,
County of Hidalgo

Know All Men by These Presents

THAT we, Ernesto Villanueva, Jr. and wife, Nora Villanueva, Ernesto Villanueva, Sr. and wife, Amelia Villanueva, Alma Trevino and Ernest Lee Trevino of the County of Hidalgo, State of Texas, for and in consideration of the sum of Ten and No/100ths, and other valuable consideration---------- DOLLARS to us in hand paid by Melida Ann Trevino

~~as follows:~~

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Melida Ann Trevino whose mailing address is 1137 S. Georgia, Mercedes of the County of Hidalgo, State of Texas 78570 all that certain

Property: All of Lot 4, NEW HORIZONS SUBDIVISION, an addition to the City of Mercedes, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 42, Page 105, Map Records of Hidalgo County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Melida Ann Trevino heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Melida Ann Trevino heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS hand at this day

Witness at Request of Grantor:

Ernesto Villanueva, Jr.

Nora Villanueva

Ernesto Villanueva, Sr. / Amelia Villanueva

Alma Trevino

Ernest Lee Trevino

(Acknowledgment)

STATE OF TEXAS
COUNTY OF Hidalgo

This instrument was acknowledged before me on the 21st day of July 03. by

Diana S. Gonzalez
Notary Public, State of Texas
My Commission Expires
APRIL 23, 2005

My commission expires:
4-23-05

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

Copy

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Jul 22,2003 at 10:40A
As a Recording
Document Number: 1223150
Total Fees : 14.00
Receipt Number - 514755
By,
Rebecca Mariscal, Deputy

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of ,
by .

My commission expires:

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

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of ,
by .

My commission expires:

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

(Acknowledgement)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of ,
by .

My commission expires:

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

128

Warranty Deed

FROM .....

.....

TO .....

.....

.....

FILED FOR RECORD

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

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

..... County Clerk

By ..... Deputy

RECORDED

....

In ..... County Records

In Book ..... , on Page .....

..... County Clerk

By ..... Deputy

Recording Fee $ .....

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

WHEN RECORDED RETURN TO:

THE ODEE COMPANY, Publishers, Dallas

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

Precinct (1) 2 3 4

Application No: 1-9351

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: EGRING ARCIA

Address: 75-16 NOEMI ST.
DONA TX.
78537

Phone: 570-89-52

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Goolie Heights lot # 50,

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 5/25/03);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct (1) 2 3 4

Application No: 1-9351

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: Efrain Garcia

Address: 7516 - N 0 E M. St.

Donna TX. 78537

Phone: 570-88-52

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

Goolie Heights lot # 50

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

E. Garcia Jr. — Requesting Party (Signature)

9-18-2012 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9/19/12 — **Date**

_____ — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9351
Sep. 18, 2012

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

G5970-00-000-0050-00

[1] OWNER: GARCIA, EFRAIN M.

7516 NOEMI ST.
DONNA, TX 78537
Telephone No. 570-8952

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES. ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
GOOLIE HEIGHTS LOT 50

LOCATION: 0 VAL VERD & MINNESOTA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 40' REAR 30' SIDE 6' CORNER SIDE 15' FINISH
FLOOR ELEV. 18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 9/18/12

Jonathan Iriarte — Approved by — Date: 9/11/12

Signature of Owner or Applicant — Date: 9-15-2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: 9/11/2012

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

Grantee: Efrain Garcia Martinez
Grantee's Mailing Address (including county):
7516 Noemi St.
Donna, TX 78537
Hidalgo County
(956) 570-8952

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of **$44,000.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):
LOT # 50, GOOLIE HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 42 PAGES 38 THROUGH 40, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

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

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

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

This conveyance is made subject to the restrictions, reservations and covenants for Goolie Heights Subdivision recorded as Document #1194884 in the Official Records of Hidalgo County, Texas.
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

W. Daniec
Wieslawa Daniec

Paul Daniec
Paul Daniec

Marion Janik
Marion Janik

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on Sept. 11, 2012 by WIESLAWA DANIEC, PAUL DANIEC, MARION JANIK.

Noelia R. Castillo
Notary Public, State of Texas

NOELIA R. CASTILLO
Notary Public, State of Texas
My Commission Expires
March 08, 2016

AFTER RECORDING RETURN TO:
Wieslawa Daniec
P.O. Box 720806
McAllen, TX 78504

GH

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	CARMEN TORRES	R121471
	COMM. COURT: SEPTEMBER 25, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: R12171

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

Upon the application of:

Name: Carmen Torres

Address: Christa Gonzales
1079 W. Alamo Dr.
78516

Phone: 464-8832

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

Water Supplier: NAWS

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

BAR. 7. Lote 16

[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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956-205-7049

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

Precinct 1 2 3 4

Application No: R121471

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 Carmen Torres,

Known to me [*or* proved to me in the oath of DL of Delaware *or* through 1342512 (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

Bar #7 Lot #16."

[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."

Carmen Torres (Signature)

SUBSCRIBED AND SWORN TO before me on Sept 5, 20 12, to certify which, witnesses my hand and seal of office.

Karen E. Todd
NOTARY PUBLIC IN AND FOR
THE STATE OF ~~TEXAS~~ Delaware

KAREN E. TODD
My Commission Expires
September 27, 2013

The State of Texas,
County of HIDALGO

Know All Men by These Presents:

That X AS, INC WHOSE ADDRESS IS P.O. BOX 4259 McALLEN

U .515662

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

of the sum of Ten and no/100th, a note for $three thousand six hundred forty and thirteen and other good and valuable consideration DOLLARS

to us paid, and secured to be paid, by Deed of Trust and the Vendor Lien retained in herein, which is payable as a note of even date herewith provides

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Carmen & Gustavo Sanchez whose address is P.O.Box 811

of the County of Hidalgo State of Texas all that certain

(Bar Subdivision Unit # 7 lot # 16) Hidalgo County, Texas, Subject to all reservations, exceptions, leases, easements, restrictions use,rights, applicable rule, regulations of record or visible and all taxes for 1996 and subsequent years, and any liens

As a material part of the consideration for this Agreement, Grantor and Grantees agree that Grantees is taking the Property "As Is" with any and all latent and patent defects and that there is no warranty by Grantor that the Property is fit for a particular purpose. Grantees acknowledges that Grantees are not relying upon any representation, statement of other assertion with respect to the Property condition, but is relying upon Grantees examination of the Property. Grantees take the Property under the express understanding there are no express or implied warranties (except for limited warranties of title set forth in this document).

This Deed is given in comformance to and in satisfaction of a contract dated in 1996 between Carmen + Gustavo Sanchez and Bar Investments, Inc. and is accepted by Grantee as such

The undersigned GRANTEE hereby accepts and concents to the form of Deed attached hereto including, but not limited to, the provision concerning title exceptions contained therein, and acknowledges that same in conformity with GRANTEE intent, and contained therein, and provisions of same shall control in the event of any conflict with the contract GRANTEE has signed regarding the property described in the attached deed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said X AS, INC.

Their and assigns forever and we do hereby bind our successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Carmen + Gustavo Sanchez Their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by and through Grantor but not otherwise

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to face and tenor, effect and reading, when this deed shall become absolute. Grant

WITNESS our hand at this 15 day of February 1996

X AS, INC.

BY H. Hollis Rankin III

H. HOLLIS RANKIN, III
PRESIDENT

Witness at request of Grantor:

_____

_____

Mailing address of Grantee:

Name: Carmen & Gustavo Sanchez
Address: P.O. Box 811
Donna TX 78537

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

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

My commission expires:

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

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

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

My commission expires:

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

(Corporate Acknowledgment)

STATE OF TEXAS }
COUNTY OF Hidalgo }

This instrument was acknowledged before me on the 15 day of February , 1996,
by H. HOLLIS RANKIN, III
of X AS, INC.
a TEXAS corporation, on behalf of said corporation.

My commission expires:
4-30-97

Diana Vega Perez
Notary Public, State of Texas
Notary's printed name:

DIANA VEGA PEREZ
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
04-30-97

150

Warranty Deed

(WITH VENDOR'S LIEN)

FROM

X AS, INC.

TO

Carmen & Gustavo Sanchez

FILED FOR RECORD

This ..... day of ..... A.D. 19 .....

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

..... County Clerk.

By ..... Deputy

RECORDED

..... A.D. 19 .....

In ..... County Records

In Book ..... on Page .....

..... County Clerk.

By ..... Deputy

Recording Fee $ .....

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

WHEN RECORDED RETURN TO

X AS, INC.
P. O. BOX 4259
McAllen, TX 78502

The Odee Company, Dallas, TX 75238

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Apr 10,1996 at 10:45A

As a
Recording

Document Number: 515662
Total Fees : 13.00

Receipt Number - 28406
By,
Bea Cruz

Hidalgo CAD

Property Search Results > 121471 SANCHEZ CARMEN & GUSTAVO for Year 2012

Property

Account

Property ID:	121471	Legal Description:	BAR #7 LOT 16
Geographic ID:	B1560-07-000-0016-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	1074 W EVARISTO GONZALEZ TX	Mapsco:	
Neighborhood:	BAR #7	Map ID:	
Neighborhood CD:	B156007		

Owner

Name:	SANCHEZ CARMEN & GUSTAVO	Owner ID:	342634
Mailing Address:	PO BOX 811 DONNA, TX 78537-0811	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$10,626		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$14,455	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$25,081		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$25,081		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$25,081		

Taxing Jurisdiction

Owner: SANCHEZ CARMEN & GUSTAVO
% Ownership: 100.0000000000%
Total Value: $25,081

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$25,081	$25,081	$0.00
DR1	DRAINAGE DISTRICT #1	0.073300	$25,081	$25,081	$18.38
FD4	EMS DIST #04	0.024500	$25,081	$25,081	$6.14
GHD	HIDALGO COUNTY	0.590000	$25,081	$25,081	$147.98
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$25,081	$25,081	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150700	$25,081	$25,081	$37.80
R07	ROAD DIST 07	0.000000	$25,081	$25,081	$0.00
SDN	DONNA ISD	1.258200	$25,081	$25,081	$315.57
SST	SOUTH TEXAS SCHOOL	0.049200	$25,081	$25,081	$12.34
	Total Tax Rate:	2.145900			
				Taxes w/Current Exemptions:	$538.21
				Taxes w/o Exemptions:	$538.21

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 864.0 sqft **Value:** $10,626

Type	Description	Class CD	Exterior Wall	Year Built	SQFT

MA	MAIN AREA	WDLW	DWD	1975	120.0
ADD	ADDITION	WDLW		1975	456.0
ADD	ADDITION	WDLW		1975	288.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.1746	7607.67	51.00	149.17	$14,455	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	$10,626	$14,455	0	25,081	$0	$25,081
2012	$10,626	$14,455	0	25,081	$0	$25,081
2011	$10,626	$14,455	0	25,081	$0	$25,081
2010	$10,626	$14,455	0	25,081	$0	$25,081
2009	$10,863	$14,455	0	25,318	$0	$25,318
2008	$11,334	$14,455	0	25,789	$0	$25,789
2007	$12,090	$10,651	0	22,741	$0	$22,741
2006	$11,604	$10,651	0	22,255	$0	$22,255
2005	$11,796	$10,651	0	22,447	$0	$22,447
2004	$10,944	$10,651	0	21,595	$0	$21,595
2003	$9,461	$10,651	0	20,112	$0	$20,112

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/10/1996 12:00:00 AM	CONV	CONVERSION	X AS INC	SANCHEZ CARMEI			515662
2	9/19/1995 12:00:00 AM	CONV	CONVERSION	BAR INVESTMENT:	VALLEY WATERMA			475906
3	9/19/1995 12:00:00 AM	CONV	CONVERSION	VALLEY WATERMA	X AS INC			475909

Tax Due

Property Tax Information as of 09/19/2012

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 9/19/2012 3:19 AM

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	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Francisco Hernandez	4-11803
2.	Ismael Morales	4-9027
3.	Martha Gonzalez C/O Jose Luis Gonzalez	4-11258
4.	Esbeyda Santibanez	2-1411
	COMM. COURT: September 25, 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: 4-11803

X-25

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:	Elect. Only	
	Date Approved:	9/14/12	/ /

Name: Francisco Hernandez

Address: 5607 Bogart
Edinburg, TX

Phone: 956-451-4656

Water Supplier: N.A.W.S.C Needs HCHD Approval for water

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

Account/ESI No.: 10032784932912345

[X] Temporary Pole [ ] Permanent Service

Lot #441

regarding the land described as: Mom Grand Ranches #4,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-04-14);

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 Mary Cerda);

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

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 Mary Cerda);

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____
Hidalgo County Clerk | Date

Received 9/14/2012 10:37:25 AM [Central Daylight Time] in 00:52 on line [4] for: McAllen Administration - Pg 2 / 3P. 2

PLANNING DEPARTMENT
County of Hidalgo

Rev. 02-19-10

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

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-11803

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: Francisco Hernandez

Address: 5607 Bogart

Edinburg, Tx

Phone: 956-451-4656

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

MGM Grand Ranches Ph III #441

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 9/14/12

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:

09/14/12
Date

County Official

Received 9/14/2012 10:37:25 AM [Central Daylight Time] in 00:52 on line [4] for: McAllen Administration - Pg 3 / 3P. 3

Recorded On-2007-Apr-25 As-1750247

RE: Lot (441), MGM GRAND RANCHES Phase IV-B, Hidalgo County, Texas, V 52, Pg 114 , Map Records

Special Warranty Deed with Vendor's Lien

1750247

1. Date: April 4, 2007

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

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

4. Grantee: Francisco Hernandez and Lorena Zenaida Flores

5. Grantee's Mailing Address: 5100 Oleander Drive, San Juan, Hidalgo County, Texas 78589

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Forty Thousand Nine Hundred and No/100ths Dollars ($40,900.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which noteis secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Four Hundred Forty-One (441), MGM GRAND RANCHES Phase IV-B, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 52 , Pages 114 , Map Records of Hidalgo County, Texas;

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

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. The Declaration of Covenants, Easements, Conditions and Restrictions, which include liens and security interests in favor of the Property Owners' Association, to secure the payments of assessments. The Declaration is of record under Document Number 1648126, Official Records, Hidalgo County, Texas.
   C. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   D. Anything an on-the-ground A-1 survey would reveal.
   E. The taxes for the year 2007 and subsequent years.
   F. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

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

10. Prior Liens: Deed of Trust recorded under Document No. 1601120 , Official Records, Hidalgo County, Texas

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the

RE: Lot (441), MGM GRAND RANCHES Phase IV-B, Hidalgo County, Texas, V 52, Pg 114 , Map Records

Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

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

14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

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

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: President
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 4th day of April, 2007, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

YOLANDA FLORES
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 07-31-2008

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-2008

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11803
Sep. 10, 2012

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

M3849-04-000-0441-00

[1] OWNER: HERNANDEZ, FRANCISCO & LOREN
ZENAIDA FLORES
5607 BOGART DR.
EDINBURG, TX. 78541
Telephone No. 638-6651

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,667 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
MGM GRAND RANCHES #4 LOT 441

LOCATION: 0 107 & CURVE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $125,510

[11] SPECIAL FLOOD HAZARD AREA: _____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' WEST SIDE 6'
REAR 10' EAST SIDE 10', 18" ABOVE TOP OF CRUB

Prepared by — Date: 09/10/12

Approved by — Date: 09/07/12

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

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Certification of Elevation
Required: ____ YES ____NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

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: 4-9027

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:	9 / 18 / 12	/ /

Name: Ismael Morales

Address: 909 Lemon St.
San Juan, Tx
78589

Phone: (956) 783-1613

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Ever Green Valley Estates #2 Lot 163 &

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/15/05);

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

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

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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: 4-9027

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: Ismael Morales

Address: 909 Leman St
San Juan, Tx 78589

Phone: (956) 783-1613

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

Evergreen Valley Estates #2 Lot 163

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 9.18.12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9-18-12
Date

County Official

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

DEED OF TRUST

Date: April 7, 2009

Grantor: Ismael Morales and Nikkie Ozuna
Grantor's Mailing Address (including county):
909 Lemon St.
San Juan, Texas 78589
Hidalgo County, Texas

Trustee: Nancy Scurlock
Trustee's Mailing Address (including county):
3714 S. Exp. 281
Edinburg, Texas 78539
Hidalgo County, Texas

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

3714 S. Exp. 281
Edinburg, Texas 78539

Note:

Date: April 7, 2009
Amount: Twenty-Three Thousand Four Hundred Fifty and no/100's ($23,450.00)
Maker: Ismael Morales and Nikkie Ozuna

Payee: Evergreen Valley Inc., a Texas Corporation

Property (including any improvements):

Lot(s) 163, Evergreen Valley Estates, Phase II, as shown by the map or plat thereof recorded in Volume 47, Page 85-97, Map Records, Hidalgo County, Texas

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 10, 2004, 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 1380418. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Also, a lien securing a promissory note (the "Prior Note"), dated August 10, 2004, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1380419. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;

N.O

subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise. When the text requires, singular nouns and pronouns include the plural.

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

Ismael Morales

Nikkie Ozuna

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 7th day of April 2009, by Ismael Morales

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

CYNTHIA L. MARTINEZ
MY COMMISSION EXPIRES
June 3, 2010

This instrument was acknowledged before me on the 7th day of April 2009, by Nikkie Ozuna

Notary Public, State of Texas

CYNTHIA L. MARTINEZ
MY COMMISSION EXPIRES
June 3, 2010

AFTER RECORDING RETURN TO:

Evergreen Valley, Inc.
3714 S. Exp. 281
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-9027
Sep. 24, 2009

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

E8250-02-000-0163-00

[1] OWNER: MORALES, ISMAEL & NIKKIE OZU

909 LEMON ST.
SAN JUAN, TX. 78589
Telephone No. 566-7297

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,600 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY PH 2 LOT 163

10-17-06F(AGRI. USE ONLY)

LOCATION: 0 3RD & MILE 20

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REUGLATIONS &S ETBACKS
FRONT 50' SIDE'S 6' REAR 35' FINISHED FLOOR OF
ELEV. 18" CENTERLINE OF STREET.

Prepared by Alan Cantillo Date 01/21/09

Approved by Rich Marsh Date 01/22/09

Signature of Owner or Applicant [signature] Date 12/22/09

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11258.

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

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

Upon the application of: Martha Gonzalez

C/O Name: Jose Luis Gonzalez

Address: 5304 El Bosque Dr. Edinburg Tx 78542

Phone: (956) 209-3353

Water Supplier: North Alamo Water

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: El Mamo Lot #10,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 05-01-01);

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

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 Mona Cerda);

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 Mona Cerda);

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

Planning Department Authorized Signature — Hidalgo County Judge — Date

ATTEST: _____ Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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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: 4-11258

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: Martha Gonzalez

C/O Name: José Luis Gonzalez

Address: 5304 El Bosque Dr.
Edinburg Tx 78542

Phone: _____

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

Alamo Subdivision Lots #10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Martha Gonzalez
C/O José Luis Gonzalez
Requesting Party (Signature)

09/18/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

09/18/12
Date

County Official

990378

WARRANTY DEED WITH VENDOR'S LIEN

Date: June 1, 2001

Grantor: OSCAR SANTOS, a single man

Grantor's Mailing Address:

OSCAR SANTOS
708 Toronto Apt C-3
McAllen, Texas 78503
Hidalgo County

Grantee: MARTHA GONZALEZ

Grantee's Mailing Address:

MARTHA GONZALEZ
1305 Azalia Avenue
Hidalgo, Texas 78557
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of EIGHTEEN THOUSAND FOUR HUNDRED AND NO/100 --- DOLLARS ($18,400.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to Nathan Flores, Trustee

Property (including any improvements):

All of Lot (10), EL ALAMO SUBDIVISION, Hidalgo County, Texas, according to the map thereof recorded in Volume 37, Page 126-B, Map Records of Hidalgo County, Texas.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Reservations from and Exceptions to Conveyance and Warranty:

1. **All oil, gas, and other mineral reservations of record, if any.**
2. **All oil, gas leases and drilling agreements of record, if any.**
3. **Easements and conditions as may be contained in plat of said subdivision, if**

any.

4. **Easements of record, if any.**
5. **Easements, rights, rules, and regulations if favor of pertaining water district, if any.**
6. **All visible easements and restrictions of record, if any.**
7. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**
8. **Standby fees and taxes for the year 2000 and assessments for prior years.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

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

Oscar Santos
OSCAR SANTOS

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on June 18, 2001 by OSCAR SANTOS.

ROSALINDA FLORES
MY COMMISSION EXPIRES
JUNE 3, 2002

Rosalinda Flores
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
OSCAR SANTOS
708 Toronto Apt C-3
McAllen, Texas 78503

AFTER RECORDING RETURN TO:
MARTHA GONZALEZ
1305 Azalia Avenue
Hidalgo, Texas 78557

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

On: Jul 19,2001 at 03:09P

As a Recording

Document Number: 990378
Total Fees : 11.00

Receipt Number - 360446
By,
Anna Smith, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11258
Jan. 23, 2012

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

E3465-00-000-0010-00

[1] OWNER: GONZALEZ, MARTHA

1305 E AZALIA AVE
HIDALGO, TX 78557-2648
Telephone No. 843-6978

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,226 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL B-44

[7] LEGAL DESC./NAME OF SUBDIVISION
EL ALAMO LOT 10

LOCATION: 5304 ALAMO & ALBERTA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $42,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 20' SIDES 10' 18" TOP OF STREET

Edgar Isidro — Prepared by — 1-23-12 Date

Rudy Rios — Approved by — 1-20-12 Date

X Josi Gil — Signature of Owner or Applicant — 1-23-12 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 2411

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
	X	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		EKsaitis
Date Approved:	/ /	9/14/12

Name: Esbeyda Santibanez

Address: 1425 moonlight
Alamo tx 78516

Phone: 956)638-2563

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

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

Account/ESI No.: #167363-001

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: Moonlight lot #14,

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 07-29-01)

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

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ryan Hinojosa 9-14-12);

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 Ryan Hinojosa 9-14-12);

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Edinburg, Texas 78542
956-318-2840
956-318-2844

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

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

Precinct 1 (2) 3 4

Application No: 2-1411

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: Esbeyda Sanchez

Address: 425 Moonlight
Alamo Tx. 78516

Phone: 956) 638-2563

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

Moonlight Lot #14

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Esbeyda Sanchez — Requesting Party (Signature)
09-19-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

09/19/12
Date

County Official

CHARGE TO: VLTC
GF #128698 (AR)

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

WARRANTY DEED

Date: March 19, 2012

Grantor: MATEO VERA and wife, ELOISA VERA

Grantor's Mailing Address (including county):

911 Ramos Street
Alamo, Texas 78516
Hidalgo County

Grantee: ESBEYDA SANTIBANEZ ARIAS, a single person

Grantee's Mailing Address (including county):

1333 Cecil Ave.
Alamo, Texas 78516
Hidalgo County

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

Property (including any improvements):

All of Lot 14, MOONLIGHT SUBDIVISION, an Addition to the City of Alamo, Hidalgo County, Texas, according to the map recorded in Volume 32, Page 123-A, 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:

Restrictive Covenants filed July 30, 1997, under Document Number 613633, Official Records and Volume 32, Page 123-A, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United

claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

MATEO VERA

ELOISA VERA

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 20th day of March, 2012, by MATEO VERA and ELOISA VERA.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Ciro Ochoa, Jr.
2121 E. Griffin Pkwy., Suite 16
Mission, Texas 78572
GF #128698/AR

AFTER RECORDING RETURN TO:
Esbeyda Santibanez Arias
1333 Cecil
Alamo, Texas 78516

Chapter 232 Texas LGC Application

APPLICATION NO: 2-1411
Jun. 5, 2012

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

M6205-00-000-0014-00

[1] OWNER: SANTIBANEZ, ESBEYDA ARIAS

1333 CECIL AVE.
ALAMO, TX. 78516
Telephone No. 638-2563

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 5,900 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
MOONLIGHT LOT 14

LOCATION: 0 495 & C. CHAVEZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

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

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

Raul O. Castillo — Prepared by — 6/05/12 — Date

Eby Villegas — Approved by — 6-05-12 — Date

Signature of Owner or Applicant — Date — 06/05/2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ___
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0425 C
Panel No. /Suffix:
Pct: 4
Community No.: 480334

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Xochil Ruiz	4-11781
	COMM. COURT: September 25, 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

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: 4-11781

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:		1740
Date Approved:	/ /	9/19/2012

Upon the application of: A-Stat Ambulance, Inc.

c/o Name: Xochil Ruiz

Address: 1515 Veterans Rd. Edinburg TX 78542

Phone: (956) 250-1387

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

A 1.00 AC tract of land being the North 1.00 Acre tract out of the West 2.00 Acres of Lot #11 Seminary Heights

[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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Edinburg, Texas 78542
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956-318-2844

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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: 4-11781

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

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

c/o Xochil Ruiz,

Known to me [or proved to me in the oath of MX ID# E10241011 or through Mexican Passport (*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: 1 AC tract of land being the north 1.00 acre tract out of the west 2.00 Acres of Lot #11 Seminary Heights."

[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."

_____ (Signature)

SUBSCRIBED AND SWORN TO before me on 17th September 2012, to certify which, witnesses my hand and seal of office.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

LAYLA L. VILLASENOR
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
2-28-15

2328998

Warranty Deed with Vendor's Lien

Date: July 20, 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: Raul Pena Ruiz and Xochil Ruiz Rangel, husband and wife

Grantee's Mailing Address: 7104 Queens Dr., Edinburg, Hidalgo County, Texas 78542

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 north 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 northwest corner of this tract and the northwest corner of Lot 11,

THENCE; S 81 degrees 21 minutes E, along the north line of Lot 11, passing a ½" iron rod found at 20.00 feet for the existing east R.O.W. line of Seminary Road, passing a ½" iron rod found at 25.00 feet for the proposed R.O.W. line of Seminary Road, a total distance of 290.40 feet to a ½" iron rod found for the northeast corner of this tract;

THENCE; S 08 degrees 39 minutes W, passing a 1/2" iron rod found at 135.00 feet for the north R.O.W. line of an existing 30.00 foot R.O.W. Road, a total distance of 150.00 feet to a point for the centerline of said 30.00 foot R.O.W. Road, and the southeast corner of this tract

THENCE; N 81 degrees 21 minutes W, along the centerline of said 30.00 foot R.O.W. Road, passing at 265.40 feet the proposed R.O.W. line of Seminary Road, passing at 270.40 feet the existing east R.O.W. line of Seminary Road, a total distance of 290.40 feet to a point on the west line of Lot 11 and in the centerline of Seminary Road for the southwest corner of this tract;

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 the point of beginning and containing a 1.00 acre of land more or less.

SAID PROPERTY FUTHER DESCRIBED AS LOTS 1 AND 2, 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 24, 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 24, 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:

Raul Pena Ruiz and Xochil Ruiz Rangel
7104 Queens Dr.
Edinburg, Texas 78542

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11781
Aug. 28, 2012

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

S2400-00-000-0011-01

[1] OWNER: RUIZ, RAUL PENA & XOCHIL R.

802 BOARDWALK
EDINBURG, TX 78539-7304
Telephone No. 227-1661

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,276 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINARY HEIGHTS LTS 1 & 2 R/S
OT 11 10AC TR

LOCATION: 0 SEMINARY RD. & LOS VETERA

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,500

[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.

Prepared by — Date: 08/28/12

Approved by: Efrain Ceballos — Date: 08/23/12

Signature of Owner or Applicant — Date: 08/28/12

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. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JESE BRAVO	3-12857
2.	JOSE LUIS SANCHEZ	3-12869
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: SEPTEMBER 25, 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: S-12857

9/14/12

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Jesé Bravo

Address: P.O. BOX 1007

Sullivan city TX

Phone: 522-2645

Water Supplier: AGUA SUP

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Rancho #2 Lot #7 ,

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

11/17/92

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved ~~####~~);

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 E.O.);

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

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

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 3-18857
9/14/12

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: Jese Bravo

Address: P.O. Box 1007
Sullivan City, TX

Phone: 522-2445

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

Rancho #2 Lot #7

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Jesé Bravo — Requesting Party (Signature)

9-14-12 — 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:

9-14-12 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
3-12857
Sep. 14, 2012

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

R0955-02-000-0007-00

[1] OWNER: JESE BRAVO
AZENETH BRAVO
P.O. BOX 1007
SULLIVAN CITY TX 78595-0178
Telephone No. 522-2645

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

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

[5] SIZE OF STRUCTURE: 1,908 Sq. Ft.

[6] USE OF BUILDING: NEW RES CONST.

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

LOCATION: 0 83 & PINTO

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $30,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:15' SIDE:10' SIDE:10'
18" ABOVE NAT GROUND.

Prepared by — Date: 9-14-12

Approved by — Date: 9-14-12

x Jesse Bravo — Signature of Owner or Applicant — Date: 9-14-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI 480334 Pct: 3
Panel No. /Suffix: ____

Community No.: 0285B

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.

2246566

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.

WARRANTY DEED

Date: September 21, 2011

Grantor: Antonio Leal not joined herein proforma by his wife for the reason that no part of the herein described constitutes of their homestead

Grantor's Mailing Address:
911 Truman St.
Mission, Texas 78572

Grantee: Jese Bravo and wife, Azeneth Bravo

Grantee's Mailing Address:
P.O. Box 1007
Sullivan City, Texas 78595

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

Property (including any improvements):
Lot 7, Rancho Subdivision No. 2, Hidalgo County, Texas.

Reservations From and Exceptions to Conveyance and Warranty:
Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than conveyances of the surface estate, that affect the property; taxes for the current year, the payment of which Grantee assumes.

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

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

No title examination was requested in connection with the preparation of this document nor was any made. The preparer expresses no opinion on title to this property.

Antonio Leal

ACKNOWLEDGMENT

This instrument was acknowledged before me on 9-21, 2011, by Antonio Leal.

Notary Public

AFTER RECORDING RETURN TO:
Jese Bravo
Azeneth Bravo
P.O. Box 1007
Sullivan City, Texas 78595

SAN JUANITA MONCADA
Notary Public, State of Texas
My Commission Expires
October 16, 2012

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 (3) 4

Application No: 3-12869
9/17/12

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Jose Luis Sanchez

Address: 14 DOVERTY APT 7
mission TX 78573

Phone: 956-515-15-80

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	Authorized Signature
Inspection/Permit No:	_____	_____
Date Approved:	/ /	9/17/12

Water Supplier: MUA #1 (sewer)

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

Account/ESI No.: 100327894-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Villa-Rama East Ph4 Lot 451,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/27/03);

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

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

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

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

Sandra Cantu 9/17/12
Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 3-12869
9/17/12

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: Jose Luis Sánchez

Address: 19 DOVERTY APT 7
mission TX 78573

Phone: 9565-15-80

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

Villa-Rama East Ph4 Lot 451

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jose Luis Sanche — Requesting Party (Signature)
9-17-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9/17/12 — **Date**

Sandra Cantu — **County Official**

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS $
$ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO $

THAT THE UNDERSIGNED, Rick Martin Individually and dba Villa Rama East, whose address is 7208 W. Expressway 83, Mission, Hidalgo County, Texas 78572, hereinafter referred to as "Grantor", for and in consideration for the sum of $10.00 cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, and the further consideration of the execution and delivery by the grantee of that one certain promissory note of even date herewith in the principal sum of $ 20,995.00 payable to the order of Grantor as therein specified providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein trained and is additionally secured by a deed of trust of even date herewith to Jack A. Martin, TRUSTEE, has Granted, sold, and CONVEYED and by there presents does hereby GRANT, SELL and CONVEY unto Jose L. Sanchez + America Martine whose address is 7308 Triple J. DR., Mission Hidalgo Couinty, Texas, 78572 herein referred to as "Grantee", the real property (including any improvements) described as follows:

Lot 451 Villa Rama East Subdivision Phase 4
Hidalgo County, Texas

This conveyance, however, is made and accepted subject to any and all reservations, exceptions, leases, easements, restrictions, rights, uses and regulations of records or visible taxes for this year and any subsequent years and save and except all water rights and oil, gas and other minerals.

As a material part of the consideration for this deed, Grantor and Grantees are taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the property is fit for a particular purpose. Grantees acknowlege that Grantees are not relying upon any presentation, statement or other assertion with respect to the property condition but is relying upon Grantees' examination of the property. Grantees take the property under the express understanding there are no express or implied warranties (except for limited warranties of title set forth in this document).

This conveyance is made subject to the prior lien deed of trust lien recorded in the official records of Hidalgo County, Texas, upon which The First State Bank & Trust Company, Mission, Texas, is the original beneficiary secures payment of a promissory note. Grantee in this Deed does not assume payment of that note. Payee of the wraparound note is obligated to pay all the installments on that note as they fall due. In the event of default in payment of that note, Grantee shall have the right to cure any such default as long as Grantee is not in default in payment of the wraparound note given to this Grantor or in performance of the covenants of the Deed of Trust securing it. If Grantee cures a default in payment of the note, Grantee may receive credit on the wraparound note given to this grantor for all amounts so paid as of the date of the payment in the manner that Grantee directs.

TO HAVE AND TO HOLD the above described premises, subject to the above exceptions together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises, subject to the above exceptions unto the said Grantee, Grantee's heirs, executors, administrators,

successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through or under the Grantor.

But it is expressly agreed that the Vendor's Lien as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereafter, when this deed shall become absolute, but not otherwise.

EXECUTED this 23 day of August, 2012.

GRANTORS:

Villa-Rama East Sub. A dba of Rick Martin aka Richard A. Martin

AFTER RECORDING RETURN TO:

RAM INVESTMENTS
7208 W. EXPRESSWAY 83
MISSION, TEXAS 78572

THE STATE OF TEXAS $
$
COUNTY OF HIDALGO $

The foregoing instrument was acknowledge before me on the 23 day of August, 2012 by Rick Martin.

YOLANDA GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-26-2014

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY Yolanda Garcia

MY COMMISSION EXPIRES: 02-26-14

The undersigned GRANTEE hereby accepts and consents to the deed attached hereto including, but not limited to, the provision concerning title exceptions and "AS IS" condition contained therein, and acknowledges that same is in conformity with Grantee's intent, any agreements and representations made to GRANTEE or, if not, GRANTEE hereby amends any agreement and representations to conform this deed and the terms and provisions of same shall control in the event of any conflict and GRANTEE acknowledges this deed constitutes complete compliance to all agreements and representation, if any, of GRANTOR to the complete satisfaction of GRANTEE regarding the property described in the attached deed.

Dated this the 23 day of August, 2012.

GRANTEE(S)

X Jose L. Sanchez

X

Chapter 232 Texas LGC Application

APPLICATION NO:
3-12869
Sep. 17, 2012

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

V3440-04-000-0451-00

[1] OWNER: SANCHEZ, JOSE LUIS
MARTINEZ, AMERICA
7308 TRIPLE J DR
MISSION TX 78572
Telephone No. 515-1580

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

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

[6] USE OF BUILDING: NEW RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA-RAMA EAST PH 4 LOT 451
C-01

LOCATION: 7329 SHOWERS & EXP 83

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $40,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ NO

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

Sandra Cantu — Prepared by — 9/17/12 — Date

H. Garza — Approved by — 8/29/12 — Date

X Jose Luis Sanchez — Signature of Owner or Applicant — 9-17-12 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

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

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

AI-34323 **5. A.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:
491 and Mile 13 1/2N go East 1/4 mile on the North side of Mile 13 1/2N will be upgrading an existing meter from a 3/4" to a 1" meter. (Jose Sanchez)

BACKGROUND

Attachments

nawsc-mile 13 1/2N

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 04:29 PM
Olga Garza	Olga Garza	09/21/2012 10:02 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Rebecca Gomez Started On: 09/19/2012 10:20 AM

Final Approval Date: 09/21/2012

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 25th day of September, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO: The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 1 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. 491 and Mile 13 1/2N go east ¼ mile on the North side of Mile 13 1/2N will be upgrading an existing meter from a ¾" meter to a 1" meter. (Jose Sanchez)

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 1" service connection 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-34201 **6. A.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Approval of the Hidalgo County Monthly Investment Report for August 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 08:26 AM
Erika Zamora	Erika Zamora	09/14/2012 05:01 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Fred Zamarripa Started On: 09/12/2012 04:51 PM

Final Approval Date: 09/21/2012

County of Hidalgo, Texas
Monthly Investment Report
For the month ending August 31, 2012

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending August 31, 2012 - **$ 27,878.60**

2012	January	75,139.38
2012	February	52,445.12
2012	March	29,369.97
2012	April	429.89
2012	May	12,750.19
2012	June	3,059.61
2012	July	11,401.02
2012	August	27,878.60
2012	September	
2012	October	
2012	November	
2012	December	
	Total	212,473.78

Norma G. García

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending August 31, 2012

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	109,480,592.42	109,502,642.15
	Special Revenue	20,400,000.00	20,404,158.25
	Debt Service	4,717,000.00	4,717,267.50
	Capital Projects	26,900,000.00	26,905,483.18
	Proprietary	8,585,000.00	8,586,749.93
	Trust & Agency	-	-
Total Ending Values		170,082,592.42	170,116,301.01
Beginning Values			
	General	117,785,858.90	117,808,819.63
	Special Revenue	20,400,000.00	20,404,024.11
	Debt Service	19,545,500.00	19,549,318.36
	Capital Projects	29,600,000.00	29,605,838.90
	Proprietary	8,985,000.00	8,986,772.38
	Trust & Agency	-	-
Total Beginning Values		196,316,358.90	196,354,773.38
Change in Values			
	General	(8,305,266.48)	(8,306,177.48)
	Special Revenue	-	134.14
	Debt Service	(14,828,500.00)	(14,832,050.86)
	Capital Projects	(2,700,000.00)	(2,700,355.72)
	Proprietary	(400,000.00)	(400,022.45)
	Trust & Agency	-	-
Total Change in Values		(26,233,766.48)	(26,238,472.37)

Weighted Average Maturity in Days	1.20
Interest Income Earned this Month	27,878.60
Overall Yield of Portfolio	0.23%
Interest Received this Month	32,687.40
Accrued Interest at the End of Month	33,708.59

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending August 31, 2012

08/31/12

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
											*					
Pool	Capital Project	- - -	73458579	01/25/12	09/01/12	220	220	1	26,900,000.00	26,900,000.00	0.24%	5,483.18	38,912.88	26,900,000.00	26,905,483.18	Texas CLASS
Pool	Debt Services	- - -	75118900	08/23/12	09/01/12	9	9	1	4,717,000.00	4,717,000.00	0.23%	267.51	267.51	4,717,000.00	4,717,267.51	
Pool	General Fund	1100	73670080	02/24/12	09/01/12	190	190	1	27,000,000.00	27,000,000.00	0.24%	5,503.56	33,731.51	27,000,000.00	27,005,503.56	Texas CLASS
Pool	General Fund	1100	73706319	02/29/12	09/01/12	185	185	1	80,000,000.00	80,000,000.00	0.24%	16,306.85	97,315.07	80,000,000.00	80,016,306.85	Texas CLASS
Pool	Motor Vehicle	1100	74989291	08/08/12	09/05/12	28	24	5	781,753.83	3,908,769.15	0.23%	118.23	137.93	781,753.83	781,872.06	
Pool	Motor Vehicle	1100	75038932	08/14/12	09/12/12	29	18	12	645,524.80	7,746,297.60	0.23%	73.22	117.96	645,524.80	645,598.02	
Pool	Motor Vehicle	1100	75102610	08/21/12	09/19/12	29	11	19	518,857.58	9,858,294.02	0.22%	34.40	90.69	518,857.58	518,891.98	Texas CLASS
Pool	Motor Vehicle	1100	75159429	08/28/12	09/28/12	31	4	28	534,456.21	14,964,773.88	0.23%	13.47	104.40	534,456.21	534,469.68	Texas CLASS
Pool	Proprietary	- - -	73417635	01/19/12	09/01/12	226	226	1	6,985,000.00	6,985,000.00	0.24%	1,423.79	10,379.90	6,985,000.00	6,986,423.79	Texas CLASS
Pool	Proprietary	2201	74137876	04/26/12	09/01/12	128	128	1	1,600,000.00	1,600,000.00	0.24%	326.14	1,346.63	1,600,000.00	1,600,326.14	Texas CLASS
Pool	Special Revenue	- - -	73505543	02/01/12	09/01/12	213	213	1	20,400,000.00	20,400,000.00	0.24%	4,158.25	28,571.18	20,400,000.00	20,404,158.25	Texas CLASS
	TOTALS								170,082,592.42	204,080,134.65		33,708.59	210,975.66	170,082,592.42	170,116,301.01	

* (Average) with pools, investment rates change daily
- - - indicates more than one account number for that fund

Avg. yield	WAM
0.23%	1.20

AI-34382 **7. A.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan Hardship Withdrawal Requests for Employees #120405 & 032603

BACKGROUND

Attachments

forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 03:56 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Monica Badillo Started On: 09/20/2012

Final Approval Date: 09/21/2012

473.1899

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name Hidalgo County 457 Plan. Employee #120405

Participant Nar [redacted] rbosa

Address 190[redacted] City Weslaco

Social Security [redacted] Daytime Phone No. (9[redacted]

SECTION I – H[redacted]

I understand that [redacted] due to financial hardship and the withdrawal is [redacted] heavy financial need. I re[redacted] distributions, other [redacted] hardship, and all other non-ta[redacted] me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

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

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

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

Hardship Requested $ Full amount 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 $ -0-

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 9-20-12

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.
- *S&A* will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee 032603

Participant Name [redacted]

Address P.O [redacted] Tx 78

Social Security N [redacted] ytime Phone N

SECTION I – Ha

I understand that th [redacted] to financial hard
the withdrawal is n [redacted] avy financial ne
distributions, other [redacted] hip, and all othe
me under the Plan, [redacted] the Company.
taxable as ordinary [redacted] receive it. In a
unless I am at le [redacted] 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 $ 1000.00 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 9-20-12

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-34178 **8. A.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Maria Figueroa, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
C8535.00.000.0007.10	Warren L. Walsh & Louella G. Barris	$ 3,498.57
L2085.93.000.0001.06	South Texas Spokes LLC	$ 5,995.31
L2550.01.004.0011.00	Alaniz Felix Jr	$ 5,666.12
S0163.00.000.0002.00	Perez Mattress Company	$ 3,735.16
W0100.00.031.0011.06	Corelogic / GMAC Mortgage	$ 2,734.39

BACKGROUND

Attachments

Warren

Form Review

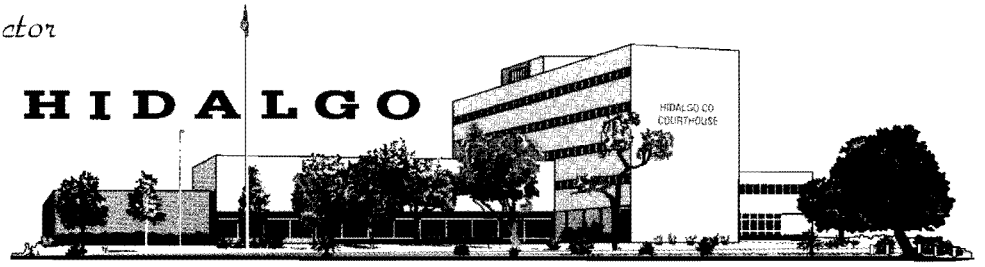
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 04:49 PM
Perla Lopez	Perla Lopez	09/13/2012 09:03 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Maria Figueroa Started On: 09/12/2012 02:27 PM

Final Approval Date: 09/21/2012

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr. RTA
ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178
P.O. Box 178
(956) 318-2160
FAX (956) 318-2733

September 11, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

Our office has determined that the attached application(s) for a tax refund over $2,500.00 dollars is erroneous and/or excessive. The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as required by Property Tax Code Section 31.11, Refunds of Overpayments or Erroneous Payments.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Armando Barrera, Jr. RTA

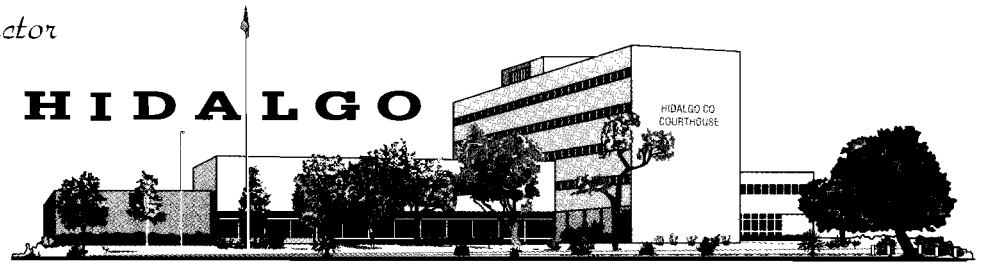
mgf

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr. RTA
ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178
P.O. Box 178
(956) 318-2160
FAX (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
C8535-00-000-0007-10	WARREN L. WALSH & LOUELLA G. BARRIS	$ 3,498.57
L2085-93-000-0001-06	SOUTH TEXAS SPOKES LLC	$ 5,995.31
L2550-01-004-0011-00	ALANIZ FELIX JR	$ 5,666.12
S0163-00-000-0002-00	PEREZ MATTRESS COMPANY	$ 3,735.16
W0100-00-031-0011-06	CORELOGIC / GMAC MORTGAGE	$ 2,734.39

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178
EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 12/23/2009

APR 18 2011

FINAL NOTICE

Account Number
C8535-00-000-0007-10 (604039)
Legal Description of the Property
COUNTRY BREEZE NW PORTION-IRR TR BNG 217.90' X 304.58' LOT 7
5206 N STEWART RD

WARREN L. WALSH
LOUELLA G. BARRIS
4592 AVENUE E.
WHITE CITY, OR 97503

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 8/24/12 8/29/12

2009 OVERAGE AMOUNT $3,498.57

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $500.

SECOND NOTICE

APR 27 2010

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: WARREN L. WALSH	
	Address: 4592 AVE E	
	City, State, Zip: White City OR 97503	
	Daytime Phone No.: 541 831 4084	E-Mail Address: Lou e ccountry.net
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	$3498.57	
	TOTAL AMOUNT PAID (sum of the above amounts)	
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	☐ I paid this account in error and I am entitled to the refund.	
	☒ I overpaid this account. Please refund the excess to the address listed in Step 1.	
	☐ This payment should have been applied to other tax account(s) and/or year(s) (listed below):	
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)	
	SIGNATURE OF REQUESTOR (REQUIRED) Warren L Walsh	DATE 8-3-12

AUDITORS USE ONLY:	☑ Approved	☐ Denied	By:	Date: 9/10/12
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By:	Date: 8/8/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

.1.104

8/15

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

SECOND NOTICE

JUL 3 1 2012

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 03/30/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DCJ 8/23/12

Account Number
L2085-93-000-0001-06
HCAD No. 702785*

Legal Description of the Property
SPECIAL INVENTORY AT 1201 SOUTH BENTSEN ROAD (SEE L2085-99-000-0001-06)/ NEW ACCT 2010

1201 S BENTSEN RD
OWNER: RGV HARLEY-DAVIDSON ✓

SOUTH TEXAS SPOKES LLC
1201 SOUTH BENTSEN ROAD
MCALLEN , TX 78501

2011 OVERAGE AMOUNT $5,995.31*

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE, 80: CITY OF MCALLEN(X)

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: South Texas Spokes LLC*	Relationship to Property Owner: tenant
	Mailing Address: 1201 S. Bentsen Rd.*	Daytime Telephone Number: 956-687-4646
	City, State, Zip Code: McAllen, TX 78501	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011* and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account — Sent out twice.*	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information. Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	Mail to Property Owner	
	✓ Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE [signature]*	Date of application: 8-3-2012*
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: [signature]	Date: 9/13/12
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: [signature]*	Date: 8/14/12*

This application must be completed, signed, and submitted with supporting documentation to be valid.

8/15

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

SECOND NOTICE

JUL 31 2012

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/13/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: Dec 8/23/12 7/9 8/29/12

ALANIZ FELIX JR
PO BOX 176
LA JOYA , TX 78560-0176

bill 1-17-12

Account Number
L2550-01-004-0011-00
HCAD No. 214466 ✓

Legal Description of the Property
LAKEVIEW #1 LTS 11 & 12 BLK 4

200 W 2ND ST

OWNER: ALANIZ FELIX JR ✓

2011 OVERAGE AMOUNT $5,666.12

1: HIDALGO COUNTY, 35: CITY OF LA JOYA, 49: LA JOYA ISD, 54: SOUTH TEXAS ISD, 55. SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name Felix Alaniz ✓	Relationship to Property Owner ✓
	Mailing Address P.O. Box 176 ✓	Daytime Telephone Number 956 585-6571 585-6571
	City, State, Zip Code La Joya Tx 78560	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011 ✓ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account $5,666.12	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer $5,666.12	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed 5,666.12 ✓	
Step 5: How should the refund be processed?	Mail to Property Owner	
	✓ Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year 2011
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Felix Alaniz ✓	Date of application 08-07-2012 ✓
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: [signature]	Date: 9/10/12
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: [signature] ✓	Date: 8/8/12 ✓

This application must be completed, signed, and submitted with supporting documentation to be valid.

8/15

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/30/2012

Payer:
PEREZ MATTRESS COMPANY
DBA MATTRESS FIRM
5425 S PADRE ISLAND DR STE 178
CORPUS, CHRISTI, TX 78411

Account Number
S0163-00-000-0002-00
HCAD No. 533596

Legal Description of the Property
SALINAS, RENE LOT 2
911 RENE ST

OWNER: JAM RESIDENTIAL PROPERTIES LLC

2011 OVERAGE AMOUNT $3,735.16

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Perez Mattress Co	Relationship to Property Owner: OWNER Mary Helen Perez
	Mailing Address: 5425 SPID #178	Daytime Telephone Number: 361 815-7435
	City, State, Zip Code: Corpus Christi TX 78411	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account	
	Duplicate payment	
	✓ Paid in error (explain) Should have pd a different Acct	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	Mail to Property Owner	
	✓ Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Mary Helen Perez	Date of application: 2-10-12
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	

AUDITORS USE ONLY: ✓ Approved ☐ Denied By: _____ Date: 9/10/12

TAX OFFICE USE ONLY: ✓ Approved ☐ Denied By: _____ Date: 8/21/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

8/21

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PN 8/24/12

9/4/12

052912 129

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178
Phone No.: (956) 318-2157
Fax No.: 956-318-2733

SECOND NOTICE

Print Date: 01/04/2012

#0810306296399
GMAC
(INACTIVE) GMAC Mortgage
CORELOGIC
--
1 CORELOGIC DR MAIL CODE:·4-5
WESTLAKE , TX 76262

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 8/29/12

Account Number	W0100-00-031-0011-06
HCAD No.	317515
Legal Description of the Property	WEST ADDN. TO SHARYLAND AN IRR TR E196.47'-W398.28'-N224.60' 1.00 AC NET
	4020 N BRYAN RD
	OWNER: FEDERAL HOME LOAN MORTGAGE CORP

2011 OVERAGE AMOUNT $2,734.39*

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 48: MISSION CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

loan 306296399

Step 1: Identify the Payer requesting the refund if different than shown above	Name GMAC Mortgage* by cl	Relationship to Property Owner Mortgage
	Mailing Address	Daytime Telephone Number Allison 800·229·8426 x2340
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011* and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account	
	✓ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	2734.39
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2734.39*
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	✓ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Allison Stahl* for GMAC Mortgage	Date of application 8/3/12*
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 9/10/12
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 8/8/12*

This application must be completed, signed, and submitted with supporting documentation to be valid.

8/15

4784904

AI-34374 **9. A.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Budget & Management:
Requesting approval to pay membership dues for Sergio Cruz & Dina R. Trevino to Government Finance Officers Association in the amount of $150.00 each, with authority for County Treasurer to issue check after review, audit, and proecessing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-14-115-001-0-810

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

BUDGETARY IMPACT:

PENDING LIT 08/25/12 (AI#34373)
REQ. # 223417

Attachments

dtrevino

scruz

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 02:03 PM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:07 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Angela Garcia Started On: 09/20/2012 01:32 PM

Final Approval Date: 09/21/2012

Government Finance Officers Association

203 North LaSalle Street, Suite 2700
Chicago, IL 60601-7476
Phone: (312)977-9700
Fax: (312)977-4806
E-Mail: Membership@GFOA.Org
Tax ID: 36-2167796

Renewal Notice

Notice #: 0184235
Notice Date: 09/06/2012

300184235 YI County Individual **Current Paid Thru: 10/31/2012**

Ms. Dina R. Trevino
County of Hidalgo
2818 S. Bus. 281
Edinburg, TX 78539 United States

Membership Renewal for the period of 11/01/2012 through 10/31/2013

YI **Individual Member**		Member #	
Ms. Dina R. Trevino	Asst. Budget Officer	300184235	$150.00
		Total Individual Memberships:	$150.00

INVOICE RECEIVED BY: Dg ON 9/19/12
GOODS/SERVICES RECEIVED BY: Derek Trevino ON 11/01/12-10/31/13

2-1100-415-14-115-001-0-810

Total Amount Due: **$150.00**

If you need to make any changes to your membership information, please return a copy of the enclosed card with this notice reflecting your changes. Please copy card for additional changes.

REMITTANCE STUB

(Please Return with Payment)

Notice #: 0184235
Notice Date: 09/06/2012

Membership Number: 300184235
Ms. Dina R. Trevino
County of Hidalgo
2818 S. Bus. 281
Edinburg, TX 78539 United States

Membership Renewal for the period of 11/01/2012 through 10/31/2013

Please Remit to:
Government Finance Officers Association
3076 Eagle Way
Chicago, IL 60678-1030

Total Individual Memberships: $150.00

Total Amount Due: **$150.00**

Payments by credit card should be mailed or faxed to the address at the top of this form.

Name on Card: _____ Signature: _____

Credit Card Number: _____ Expiration Date: _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Dina R. Trevino, do hereby state that my membership in the Government Finance Officers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 09/19/12

TITLE: Asst. Budget Officer

Before me Angela Garcia, a Notary Public, appeared Dina R. Treviño, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ANGELA GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-26-2016

Angela Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, IL 60601-7476
Phone: (312)977-9700
Fax: (312)977-4806
E-Mail: Membership@GFOA.Org
Tax ID: 36-2167796

Renewal Notice

Notice #: 0160966
Notice Date: 09/06/2012

300160966 YI County Individual Current Paid Thru: 10/31/2012

Mr. Sergio Cruz
County of Hidalgo
2818 S. Bus. Hwy 281
Edinburg, TX 78539 United States

Membership Renewal for the period of 11/01/2012 through 10/31/2013

YI **Individual Member**		Member #	
Mr. Sergio Cruz	Budget Officer	300160966	$150.00
		Total Individual Memberships:	$150.00

INVOICE RECEIVED BY: CA ON 9/19/12
GOODS/SERVICES RECEIVED BY: SergioCruz ON 11/01/12-10/31/13
2-1100-415-14-115-001-0-810

Total Amount Due: $150.00

If you need to make any changes to your membership information, please return a copy of the enclosed card with this notice reflecting your changes. Please copy card for additional changes.

REMITTANCE STUB

(Please Return with Payment)

Notice #: 0160966
Notice Date: 09/06/2012
Membership Number: 300160966
Mr. Sergio Cruz
County of Hidalgo
2818 S. Bus. Hwy 281
Edinburg, TX 78539 United States

Membership Renewal for the period of 11/01/2012 through 10/31/2013

Total Individual Memberships: $150.00

Total Amount Due: $150.00

Please Remit to:
Government Finance Officers Association
3076 Eagle Way
Chicago, IL 60678-1030

Payments by credit card should be mailed or faxed to the address at the top of this form.

Name on Card: _____ Signature: _____

Credit Card Number: _____ Expiration Date: _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Sergio Cruz, do hereby state that my membership in the Government Finance Officers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 9/19/2014

TITLE: Budget Officer

Before me Angela Garcia, a Notary Public, appeared Sergio Cruz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ANGELA GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-26-2016

Angela Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

AI-34098 **9. B.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:
Approval to pay annual membership dues to the National Council of Juvenile and Family Court Judges for the 398th District Court Judge Aida Salinas Flores in the amount of $195.00 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-009-001-0-XXX

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

BUDGETARY IMPACT:

Funds available in requisition # 222695 as of 09/17/2012.

Attachments

NCJFCJ MEMBERSHIP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 03:02 PM
Ana Galvan	Ana Galvan	09/17/2012 02:21 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Esther Cantu Started On: 09/06/2012 02:20 PM

Final Approval Date: 09/21/2012

NCJFCJ

NATIONAL COUNCIL OF
JUVENILE AND FAMILY COURT JUDGES

MEMBERSHIP DUES INVOICE

ID# 9981
Honorable Aida Salinas Flores
398th District Court
100 N. Closner
2nd Floor
Edinburg, TX 78539

Phone: **(956) 318-2470**
Fax:
E-mail: **aida398@aol.com**

Membership Year: October 1, 2012 through September 30, 2013
Membership Category: Individual Judge Member - $195.00

Includes subscriptions to the Juvenile and Family Court Journal and the TODAY Magazine.

We encourage you to consider a tax-deductible donation to the NCJFCJ when you renew your membership. It is the support of our membership, leadership, staff, and friends that allows us to improve the juvenile justice system and public policy for children and families served by juvenile and family courts.

THANK YOU!!

Membership Fee Total: **$195.00**

Tax-Deductible Donation: **$**_____
(Your donation goes to NCJFCJ general operations unless otherwise noted.)

Total Enclosed: **$** 195.00

Payment may be made by check, Visa, MasterCard, American Express, or Discover. **Please circle one.**

_____ _____ _____
Number Security Code Expiration Date

_____
Cardholder Signature

INVOICE RECEIVED BY: Esther Carbajal ON 9/6/12
GOODS/SERVICES RECEIVED BY: Esther Carbajal ON
APPROVED BY: Aida Salinas Flores

Thank you for your payment! Please return a copy of this invoice with your payment. In order to qualify for full membership status, the entire amount must be received. If your address is incorrect, or if you have any other questions, please contact Dorothy Hall with Membership Services at (775) 784-1548 or dhall@ncjfcj.org.

NCJFCJ Federal Tax ID#: 36-2486896

University of Nevada P.O. Box 8970 Reno, NV 89507
1041 North Virginia Street Third Floor Reno, NV 89557
Phone: 775 / 784-6012 Fax: 775 / 327-5083

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Aida Salinas Flores, do hereby state that my membership in the National Council of Juvenile and Family Court Judges on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: September 6, 2012

TITLE: 398th State District Court Judge

Before me Ester Cantu, a Notary Public, appeared Aida Salinas Flores, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

ESTER CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-13-2015

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AI-34151 **Membership Dues 9. C.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerks Office:
Requesting approval to pay the 2012 County & District Clerks' Association of Texas, membership dues in the total amount of $110.00 for Laura Hinojosa, with authority for County Treasurer to issue check after review, audit, and processing procedures are complete by the County Auditor.

BACKGROUND

The purpose of the CDCA is to promote professional standards, to provide the means for the education of its members regarding the statutory and constitutional duties of the offices of the county clerk and the district clerk, and to participate in the legislative, judicial and executive processes of state government beneficial in the performance of the members' duties.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Fund Available through Req # 222418 for the amount of $110.00.

Attachments

2012 CDCA Aff. & Inv.

2012 CDCA Req.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 08:17 AM
Veronica Ortiz	Veronica Ortiz	09/21/2012 03:00 PM
Purchasing Department	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Stephanie Palacios Started On: 09/11/2012 11:18 AM

Final Approval Date: 09/21/2012

COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Return this form with payment to:

CDCAT TREASURER
DIANE HOEFLING
DISTRICT CLERK MOORE COUNTY
715 S. DUMAS AVE. RM 109
DUMAS, TX 79029

Association Dues for July 2012 – June 2013

Payable within 30 Days of this Statement

Scale of Dues

Counties with Population:	Less than 20,000	$	80.00
	20,000 – 50,000	$	85.00
	50,000 – 100,000	$	95.00
	100,000 and Over	$	110.00
	*Affiliate Members	$	50.00

**Affiliate Members include: Employees, Retired Clerks, Election/Court Administrators)*

TOTAL AMOUNT PAID $_____

MAKE CHECK PAYABLE TO: CDCAT

IMPORTANT NOTICE

Please list below all current information and **return a copy of this statement with your dues** payment to the above address. Thank you for your prompt attention!

County Clerk ___ District Clerk ✓ Combination Clerk ____

Deputy County/District Clerk _____ Elections/Court Administrator _____

Name: Laura Hinojosa (e-mail) laura.hinojosa@co.hidalgo.tx.us

County: Hidalgo Address: P.O. Box 87

City/St/Zip: Edinburg, Texas 78539

Phone: 956-318-2200 Fax 956-318-2251

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Laura Hinojosa**, do hereby state that my membership in the **County & District Clerks' Association of Texas (CDCA)** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Laura Hinojosa DATE: **01/06/2012**

TITLE: **Hidalgo County District Clerk**

Before me Ana B Magallanes, a Notary Public, appeared **Laura Hinojosa**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ANA B. MAGALLANES
Notary Public, State of Texas
My Commission Expires
April 14, 2013

(S E A L)

AB Magallanes

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

Requisition

Req # 00222418

PO #

Date: 09/05/12

Bill To: x
x

Vendor : 230995
COUNTY & DISTRICT CLERKS' ASSOC OF TI
BRENDA HUDSON, TREASURER
119 S. MAXWELL
TULIA TX 79088

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: Stephanie
956-318-2200

Contract No:

Special Instructions:
Req. No: 090512-1

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	MEMBERSHIP DUES FOR LAURA HINOJOSA, DISTRICT CLERK FOR JULY 2012 - JUNE 2013	110.00	110.00
		Account No	Encumbrance	
		2-1100-412-00-090-001-0-810	110.00	
			Freight	.00
			Total	110.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-34279 **10. A.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Financial Report: August 2012

BACKGROUND

Policy Council Approval: 09.17.12

Attachments

Financial Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 10:13 AM
Auditor's Office	Angela Garcia	09/21/2012 05:08 PM

Form Started By: Linda Galaviz Started On: 09/17/2012 09:29 AM

Final Approval Date: 09/21/2012

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: September 17, 2012

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report: August 2012

****

INITIATED BY: Elma Keller, Finance Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2012 Policy Council Budget
From 8/1/2012 Through 8/31/2012

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	16,910,560.20	10,477,941.29	0.00	6,432,618.91	38.03%	1,248,560.76
02	FRINGE BENEFITS	5,633,388.16	3,504,829.66	0.00	2,128,558.50	37.78%	434,602.21
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
05	SUPPLIES	910,966.70	666,689.42	115,919.87	128,357.41	14.09%	207,773.89
06	OTHER COST	2,169,690.94	1,397,579.45	47,701.72	724,409.77	33.38%	104,134.34
Report Total		25,634,606.00	16,047,039.82	163,621.59	9,423,944.59	36.76%	1,995,071.20

AI-34280 **10. B.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Children's Applications for Program Year 2012-2013

BACKGROUND

Policy Council Approval: 09.17.12

Attachments

Children's Applications

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 10:14 AM
Auditor's Office	Angela Garcia	09/21/2012 05:08 PM

Form Started By: Linda Galaviz Started On: 09/17/2012 09:32 AM

Final Approval Date: 09/21/2012

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: September 17, 2012

SUBJECT: Approval of Children's Applications for Program Year 2012-2013

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Children's Applications Report

****

INITIATED BY: Irma E. Pena, Family Services Director Akios

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Application Status Report: PY 2012 - 2013 (Approval Date: 9/17/2012)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Waiting List	Vacancies
1	Alamo (6 - 119)	117	62	55	145	6	96	
2	Alton (5 - 100)	100	49	51	97		46	
3	Donna I (8 - 136)	136	55	81	126	19	64	
4	Donna II (3 - 60)	60	28	32	59		27	
5	Donna IV (2 - 33)	33	17	16	37	6	27	
6	Edcouch (10 - 257)	182	93	89	131	10	52	
7	Edinburg I (3 - 67)	57	21	36	57		21	
8	Edinburg II (2 - 34)	34	20	14	32		18	
9	Edinburg III (3 - 51)	51	22	29	38	1	10	
10	Edinburg IV (10-194)	194	86	108	179	1	72	
11	Edinburg V (8 - 182)	154	80	74	130		56	
12	Elsa (3 - 64)	57	30	27	37	4	14	
13	Hidalgo (3 - 60)	54	31	23	44	1	22	
14	La Herencia (3 - 52)	52	22	30	38		8	
15	La Joya (5 - 116)	94	50	44	77	8	41	
16	Las Milpas I (6 - 120)	114	58	56	108	10	62	
17	Las Milpas II (3 - 51)	51	33	18	43	11	36	
18	Austin (7 - 178)	135	57	78	136	2	60	
19	McAllen IV (3 - 51)	51	20	31	42		11	
20	McAllen V (3 - 67)	57	21	36	50	3	17	
21	McAllen VI (3 - 51)	51	18	33	40		7	
22	Mercedes I (6 - 119)	117	64	53	106		53	
23	Mercedes II (2 - 34)	34	12	22	37		15	
24	Mission I (4 - 110)	80	38	42	56	14	28	
25	Mission II (8 - 148)	148	59	89	99	8	18	
26	Mission III (3 - 51)	51	29	22	28	5	11	
27	Mission IV (3 - 62)	55	29	26	48	5	27	
28	Monte Alto (2 - 40)	37	12	25	33		8	
29	Palmview I (8 - 188)	100	79	21	95		74	
30	Palmview II (8 - 192)	160	62	98	123	17	42	
31	Palmview III (6 - 122)	120	70	50	65	10	25	
32	Pharr (5 - 100)	95	67	27	92	2	67	
33	Progreso (3 - 60)	57	28	29	43		14	
34	San Carlos (4 - 80)	80	38	42	72	4	34	
35	San Juan I (3 - 60)	54	23	31	44	21	34	
36	San Juan II (10 - 182)	179	85	94	136	21	63	
37	Sullivan City (6 - 124)	94	60	34	41	10	17	
38	UTPA (2 - 34)	34	18	16	34		18	
39	Vine Terrace (3 - 60)	56	17	40	51		11	
40	Weslaco I (4 - 84)	77	31	46	58	6	18	
41	Weslaco II (4 - 84)	74	31	43	64		21	
42	Weslaco III (5 - 100)	97	45	52	77		25	
43	Western Rd (3 - 69)	57	26	31	80		49	
	GRAND TOTAL	3690	1796	1894	3128	205	1439	0

AI-34282 **10. C.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Monthly Report for Special Services: August 2012

BACKGROUND

Policy Council Approval: 09.17.12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 10:13 AM
Auditor's Office	Angela Garcia	09/21/2012 05:08 PM

Form Started By: Linda Galaviz Started On: 09/17/2012 09:42 AM

Final Approval Date: 09/21/2012

AI-34281 **10. D.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Monthly Report for Texas Department of Agriculture Meals and Snacks Served: August 2012

BACKGROUND

Policy Council Approval: 09.17.12

Attachments

Meals-Snacks Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 10:13 AM
Auditor's Office	Angela Garcia	09/21/2012 05:08 PM

Form Started By: Linda Galaviz Started On: 09/17/2012 09:36 AM

Final Approval Date: 09/21/2012

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: September 17, 2012

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Monthly Report

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Meals-Snacks Report: August 2012

****

INITIATED BY: Gilbert Silva, Interim Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Aug. '11	Sept. 11	Oct. '11	Nov. '11	Dec. '11	Jan. '12	Feb. '12	Mar. '12	Apr. '12	May. '12	June/July '11	Meal Totals
Breakfast	39,393	69,272	65,910	57,677	31,562	59,267	62,826	47,057	59,892	51,944	Centers closed	544,800
Lunch	39,430	68,976	65,646	57,225	30,854	59,113	62,678	46,827	58,397	50,397	Centers closed	539,543
PM Snack	35,495	60,013	59,329	48,800	25,310	53,395	56,309	42,155	51,023	42,608	Centers closed	474,437
Monthly Totals	114,318	198,261	190,885	163,702	87,726	171,775	181,813	136,039	169,312	144,949	Centers closed	1,558,780

*Preliminary

Rates for Free Meal Reimbursement

Breakfast: $ 1.51

Lunch: $ 2.77

Cash in Lieu of Commodities (Lunch): $0.2225

Snack: $ 0.76

Submitted by: *Veronica Templeton, CN Bookkeeper*

8/1/2012

AI-34147 **11. A.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Ray Eufracio, CPA Submitted By: Delia Orellana, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of August 2012.
2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

BACKGROUND

Attachments

monthly report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/11/2012 09:39 AM
Erika Zamora	Erika Zamora	09/14/2012 05:02 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Delia Orellana Started On: 09/11/2012 09:18 AM

Final Approval Date: 09/21/2012

Hidalgo County, Texas

Monthly Financial Report

(Unaudited and Unadjusted)

(Excluding Related Agencies & Component Unit)

August 31, 2012

Prepared by the Office of the County Auditor

Raymundo Eufracio, C.P.A.

Hidalgo County, Texas

Monthly Financial Report
(Unaudited and Unadjusted)
August 31, 2012

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COUNTY of HIDALGO

EDINBURG, TEXAS 78539

September 25, 2012

The Honorable District Judges of Hidalgo County and the Honorable Members of the Hidalgo County Commissioners Court:

The unaudited and unadjusted Monthly Financial Report of Hidalgo County, Texas, for the month ended August 31, 2012 is hereby submitted as required by Sections 114.023-.025 of the Local Government Code. This report was prepared by the County Auditor's staff and is intended for informational purposes only. This report does not contain financial information for the County's related agencies (Community Service Agency, Head Start Program, and Urban County), component unit (Drainage District No. 1), or the various officials trust and agency funds. Financial information for the County's related agencies and component unit is compiled annually by the independent auditors for inclusion in the County's Comprehensive Annual Financial Report.

The Monthly Financial Report is presented in three sections: Financial Statements, Other Supplementary Information and Budget Status. The Financial Statement section contains a Consolidated Balance Sheet for all fund types and account groups and a Statement of Revenues, Expenditures and Changes in Fund Balances for governmental fund types. The Other Supplementary Information section contains information on receipts and disbursements, interfund transfers and long-term debt outstanding. The Budget Status section contains budget to actual comparisons by fund type for governmental funds, and general fund expenditures and transfers out budget to actual comparison by department.

Should you have any questions concerning this report, please do not hesitate to contact the County Auditor's Office at (956) 318-2511 extension 4669.

Respectfully submitted,

Raymundo Eufracio, C.P.A.
County Auditor

Financial Statements

County of Hidalgo, Texas
Consolidated Balance Sheet
All Fund Types and Account Groups
August 31, 2012

	Governmental Fund Types				Proprietary Fund Types		Fiduciary Fund Types	Account Groups		Totals
	General	Special Revenue	Capital Projects	Debt Service	Enterprise	Internal Service	Trust & Agency	Capital Assets	General Long-Term Debt	(Memo Only) August 31, 2012
ASSETS AND OTHER DEBITS										
Assets:										
Cash	420,313	3,695,326	1,051,434	433,062	-	456,936	4,143,216	-	-	10,200,288
Investments	109,480,592	20,400,000	26,900,000	4,717,000	1,055,000	7,530,000	1,985,875	-	-	172,068,468
Receivables (net of allowance										-
for uncollectibles)	16,594,608	28,772	11,039	2,219,538	-	1,062	-	-	-	18,855,019
Due from other governments	2,427,346	1,869,434	2,533,925	-	-	-	-	-	-	6,830,705
Due from other funds	-	1,710,049	-	202,450	-	524	359	-	-	1,913,381
Due from component unit	78,784	117	-	-	-	-	-	-	-	78,901
Inventories	724,984	-	-	-	-	-	-	-	-	724,984
Prepaid items	-	-	-	-	-	-	-	-	-	-
Advances to other funds	82,705	10,400	-	-	-	150,000	-	-	-	243,105
Other assets	1,000	-	-	-	-	-	-	-	-	1,000
Capital assets (net of accum depr):										-
Land	-	-	-	-	1,001,093	-	4,003,992	39,378,808	-	44,383,893
Infrastructure	-	-	-	-	-	-	-	411,760,727	-	411,760,727
Buildings	-	-	-	-	-	-	-	101,785,377	-	101,785,377
Improvements other than buildings	-	-	-	-	-	-	-	13,992,000	-	13,992,000
Machinery and equipment	-	-	-	-	-	49,467	-	79,463,287	-	79,512,753
Construction in progress	-	-	-	-	-	-	-	30,171,772	-	30,171,772
Amount available for										-
retirement of long-term debt	-	-	-	-	-	-	-	-	5,352,512	5,352,512
Amount to be provided for										-
retirement of long-term debt	-	-	-	-	-	-	-	-	169,853,827	169,853,827
Total assets	129,810,333	27,714,098	30,496,398	7,572,050	2,056,093	8,187,989	10,133,442	676,551,970	175,206,340	1,067,728,714
LIABILITIES, EQUITY AND OTHER CREDITS										
Liabilities:										
Bank overdraft	-	-	-	-	22,924	-	-	-	-	22,924
Accounts payable	317,672	195,679	14,203	-	1,388	6,061	2,804,095	-	-	3,339,098
Vouchers payable	-	-	-	-	-	-	-	-	-	-
Claims and judgments	-	-	-	-	-	3,032,600	1,111,872	-	-	4,144,472
Retainage payable	-	24,255	162,980	-	-	-	-	-	-	187,235
Arbitrage payable	-	-	-	-	-	-	-	-	-	-
Due to other funds	2,838,975	-	39,324	-	662	-	-	-	-	2,878,962
Due to other governments	2,462,073	83,479	-	-	-	-	-	-	-	2,545,552
Due to component unit	261	-	-	-	-	-	-	-	-	261
Held in escrow	902,442	-	-	-	-	-	5,989,867	-	-	6,892,309
Unearned revenues	20,271,344	5,534,378	475,312	2,219,538	-	-	-	-	-	28,500,572
Undistributed receipts	2,620,316	-	-	-	-	-	-	-	-	2,620,316
General oblig bonds payable	-	-	-	-	-	-	-	-	174,275,000	174,275,000
Notes payable	-	-	-	-	-	-	-	-	931,340	931,340
Closure and post-closure costs	-	-	-	-	1,586,595	-	-	-	-	1,586,595
Total liabilities	29,413,084	5,837,791	691,819	2,219,538	1,611,569	3,038,661	9,905,834	-	175,206,340	227,924,635
Equity and other credits:										
Invested in capital assets	-	-	-	-	-	-	-	676,551,970	-	676,551,970
Retained earnings	-	-	-	-	(623,470)	4,949,861	-	-	-	4,326,391
Invested in capital assets, net of related debt	-	-	-	-	1,001,093	49,467	-	-	-	1,050,560
Restricted	-	-	-	-	66,902	-	-	-	-	66,902
Reserved	3,674,362	64,299	-	-	-	150,000	-	-	-	3,888,661
Unreserved	96,722,887	21,812,008	29,804,579	5,352,512	-	-	227,608	-	-	153,919,595
Total equity and other credits	100,397,249	21,876,307	29,804,579	5,352,512	444,525	5,149,327	227,608	676,551,970	-	839,804,078
Total liabilities, equity and other credits	129,810,333	27,714,098	30,496,398	7,572,050	2,056,093	8,187,989	10,133,442	676,551,970	175,206,340	1,067,728,714

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
For the Eighth Month Ended August 31, 2012

	General	Special Revenue	Capital Projects	Debt Service	Total Governmental Funds
Revenues					
Taxes	135,924,110	25,757	-	18,286,559	154,236,426
Licenses and permits	120,403	3,682,605	-	-	3,803,008
Intergovernmental revenues	5,203,258	19,191,101	895,841	513,590	25,803,790
Charges for services	8,056,027	5,426,862	-	-	13,482,890
Fines & forfeitures	269,182	5,675,610	-	-	5,944,792
Interest earnings	78,901	4,489	12,189	19,715	115,292
Miscellaneous	840,684	373,305	426	-	1,214,415
Total revenues	150,492,566	34,379,729	908,455	18,819,864	204,600,614
Expenditures					
General government					
Judicial	18,122,350	1,967,812	35,548	-	20,125,710
Executive	1,562,370	4,116	-	-	1,566,486
Elections	1,421,756	222,286	225,129	-	1,869,172
Financial administration	15,028,603	337,968	132	-	15,366,703
Other	6,427,156	35,326	8,497	-	6,470,978
Public safety					
Police	15,652,602	2,275,371	112,148	-	18,040,121
Fire	704,742	-	-	-	704,742
Corrections	20,132,589	11,676,004	2,305,957	-	34,114,550
Other protection	258,580	363,123	-	-	621,703
Highways and streets	-	13,102,841	4,205,287	-	17,308,128
Sanitation	3,275,908	-	-	-	3,275,908
Drainage	-	-	-	-	-
Health and welfare	8,903,707	9,234,330	226	-	18,138,263
Culture and recreation	2,087,952	23,824	102,883	-	2,214,658
Conservation	533,101	-	-	-	533,101
Urban and economic development	251,014	-	-	-	251,014
Debt service					
Principal	-	-	-	11,486,252	11,486,252
Interest and fiscal agent fees	-	-	-	8,663,706	8,663,706
Issuance costs	-	-	-	-	-
Advance refunding escrow	-	-	-	-	-
Total expenditures	94,362,430	39,243,000	6,995,807	20,149,958	160,751,195
Excess (deficiency) of revenues over (under) expenditures	56,130,135	(4,863,271)	(6,087,351)	(1,330,094)	43,849,419
Other financing sources (uses):					
Sale of capital assets	37,256	385,596	-	-	422,852
General long-term debt issued	-	-	-	-	-
Long-term notes issued	-	-	-	-	-
Transfers in	16,000	4,399,290	1,011,233	522,402	5,948,925
Transfers out	(4,198,993)	(617,238)	(989,548)	(143,146)	(5,948,925)
Payment to refunded bond escrow agent	-	-	-	-	-
Total other financing sources (uses)	(4,145,737)	4,167,648	21,686	379,256	422,852
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	51,984,398	(695,623)	(6,065,666)	(950,838)	44,272,271
Unreserved undesignated fund balance at December 31, 2011	35,073,057	22,161,763	36,245,116	6,303,351	99,783,287
Adjusting journal entries	1,655,172	(19,172)	(374,872)	-	1,261,127
Unreserved (reserved) fund balance	8,010,261	365,040	-	-	8,375,301
Unreserved fund balance at August 31, 2012	96,722,887	21,812,008	29,804,579	5,352,512	153,691,987

This statement was prepared primarily on the cash basis of accounting.

Other Supplementary Information

County of Hidalgo, Texas
Schedule of Cash Receipts and Disbursements
August 31, 2012

Fund	Beginning Balance August 1, 2012	Receipts	Disbursements	Ending Balance August 31, 2012
General Fund				
1100 General Fund	(132,173)	18,397,253	17,844,766	420,313
Total General Fund	(132,173)	18,397,253	17,844,766	420,313
Special Revenue Funds				
1200 Road & Bridge County Wide	(279,574)	1,514,953	1,941,067	(705,688)
1212 Parks Precinct No. 2	-	-	-	-
1220 LEOSE	18,961	-	168	18,793
1221 District Attorney Motor Vehicle Theft	8,167	-	-	8,167
1222 District Attorney Bad Check Processing	(9,424)	16,070	24,916	(18,270)
1223 District Attorney Investigations H.B. 65	1,962,816	15,442	35,887	1,942,371
1224 Drug Abuse Prevention and Rehabilitation	27,664	-	-	27,664
1225 Pretrial Intervention Prgm Fund	195,267	27,503	-	222,770
1226 Sheriff Investigations	18,882	-	-	18,882
1227 Sheriff Investigations H.B. 65	24,848	1,256	1,528	24,576
1228 Sheriff Equitable Sharing - Treasury Funds	(25,578)	-	42,116	(67,694)
1229 Sheriff Equitable Sharing - Justice Funds	656,746	172,458	8,225	820,979
1230 Constable Pct. 3 Investigations H.B. 65	12,357	-	1,478	10,879
1231 Constable Pct. 4 Investigations H.B. 65	4,946	-	1,067	3,879
1232 Constable Pct. 5 Investigations H.B. 65	1,622	-	-	1,622
1233 Constable Pct. 1 Investigations H.B. 65	660	-	-	660
1234 County Child Abuse Prevention	18,370	486	-	18,856
1235 District Clerk Records Management & Preservation	60,561	4,220	-	64,781
1236 District Clerk Title IV-D	13,609	1,872	-	15,480
1237 County Clerk Records Management & Preservation	478,125	44,855	51,248	471,732
1238 County Records Management & Preservation	23,326	22,293	29,309	16,309
1239 Court Reporter Service	(80,476)	12,097	9,380	(77,758)
1240 Juvenile Delinquency Prevention	3,400	-	-	3,400
1241 Courthouse Security	(9,986)	23,465	56,291	(42,811)
1242 Justice Court Technology	266,048	10,969	2,546	274,470
1243 Contributions	181,240	3	4,422	176,821
1245 Justice Court Building Security	62,929	2,663	-	65,592
1246 Tax Assessor-Collector Special Vehicle Inventory	28,185	14,561	343	42,402
1247 Law Library	83,929	29,735	11,161	102,503
1249 County Indigent Health Care	-	-	-	-
1250 Supplemental Court Guardianship	51,833	880	-	52,713
1251 HIDTA Chapter 59	(6,580)	-	8,986	(15,566)
1252 HIDTA US Treasury	115,494	21,304	6,360	130,438
1253 HIDTA Other States	13,417	-	-	13,417
1254 HIDTA US Justice	10,786	62	21,838	(10,990)
1255 County & District Court Technology	22,961	1,048	-	24,010
1256 DA US Department of Justice	60,181	-	-	60,181
1280 Designated Purpose Grants - Level 0	172,654	-	-	172,654
1281 Designated Purpose Grants - Level 1	(19,825)	-	14,933	(34,758)
1282 Designated Purpose Grants - Level 2	(92,632)	71	23,060	(115,621)
1283 Designated Purpose Grants - Level 3	199,501	40,039	-	239,539
1284 Designated Purpose Grants - Level 4	(406,700)	588,755	412,402	(230,347)
1285 Designated Purpose Grants - Level 5	(56,183)	-	12,686	(68,869)
1286 Designated Purpose Grants - Level 6	(3,772)	1,162	9,928	(12,538)
1287 Designated Purpose Grants - Level 7	(60,042)	60,042	-	0
1291 HIDTA Grants	(248,611)	158,056	66,373	(156,928)
1292 WIC Grants	(2,102,182)	1,304,113	866,543	(1,664,612)
1293 Health Department Grants	175,306	711,822	229,722	657,406
1294 Juvenile Probation Department Grants	589,331	365,805	392,581	562,554
1295 Post Adjudication Juvenile Boot Camp	427,031	104,979	173,012	358,998
1296 Juvenile Probation Title IV-E	(149,269)	134,194	12,251	(27,326)
1297 Adult Probation Grants	995,062	345,290	1,020,749	319,603
Total Special Revenue Funds	3,435,381	5,752,521	5,492,575	3,695,326
Capital Projects Funds				
1301 Capital Outlay	(30,944)	-	-	(30,944)
1302 Tax Notes, Series 2007	688,029	-	-	688,029
1305 Road District No. 5	2,362	-	-	2,362
1311 Border Colonia Access Program Round II	-	-	-	-
1312 Border Colonia Access Program Round III	(327,986)	59,256	165,526	(434,257)

County of Hidalgo, Texas
Schedule of Cash Receipts and Disbursements
August 31, 2012

Fund	Beginning Balance August 1, 2012	Receipts	Disbursements	Ending Balance August 31, 2012
1315 Texas Department of Transportation Projects	(723,047)	242,938	1,419,566	(1,899,676)
1328 Certificates of Obligation, Series 1998	902	-	-	902
1330 Certificates of Obligation, Series 2000	60,715	-	-	60,715
1331 Certificates of Obligation, Series 2001	(124)	100,138	-	100,014
1332 Certificates of Obligation, Series 2002	5,550	-	-	5,550
1334 Certificates of Obligation, Series 2004	89,336	-	-	89,336
1336 Certificates of Obligation, Series 2006	937,608	500,732	858,763	579,577
1339 Certificates of Obligation, Series 2009	(93,493)	701,008	59,803	547,712
1341 Certificates of Obligation, Series 2009B&C	466,416	250,366	147,361	569,421
1342 Certificates of Obligation, Series 2010A&B	86,921	1,151,636	465,864	772,693
Total Capital Projects Funds	1,162,245	3,006,072	3,116,883	1,051,434
Debt Service Funds				
1401 Notes Payable	801	333,762	332,858	1,705
1430 Certificates of Obligation, Series 2000	-	-	-	-
1431 Certificates of Obligation, Series 2001	-	-	-	-
1432 Certificates of Obligation, Series 2002	22,190	1,132,101	1,103,019	51,272
1434 Certificates of Obligation, Series 2004	52,133	2,493,358	2,479,981	65,510
1435 Refunding Bonds, Series 2005	107,624	6,359,182	6,330,781	136,025
1436 Certificates of Obligation, Series 2006	51,778	2,619,253	2,605,856	65,174
1437 Refunding Bonds, Series 2006	-	-	-	-
1438 Refunding Bonds, Series 2007	21,077	1,165,007	1,159,341	26,743
1439 Certificates of Obligation, Series 2009	31,938	1,946,185	1,938,047	40,076
1440 Refunding Bonds, Series 2009A	11,703	283,189	308,175	(13,283)
1441 Certificates of Obligation, Series 2009B&C	91,547	1,141,655	1,215,168	18,034
1442 Certificates of Obligation, Series 2010A&B	212,529	2,725,210	2,895,932	41,807
Total Debt Service Funds	603,320	20,198,902	20,369,159	433,062
Enterprise Funds				
2101 Sanitary Landfill	18,129	-	-	18,129
2102 Jail Commissary	(9,081)	-	31,972	(41,053)
Total Enterprise Funds	9,048	-	31,972	(22,924)
Internal Service Funds				
2201 Health Benefits Self-Insurance	532,541	2,003,354	2,753,238	(217,344)
2202 Workers' Compensation Self-Insurance	777,336	28	103,084	674,280
Total Internal Service Funds	1,309,877	2,003,381	2,856,322	456,936
Private-Purpose Trust Funds				
3301 Unclaimed Money	681,946	2,664	-	684,610
3302 County Clerk Unclaimed Money	654,870	-	-	654,870
3303 District Clerk Unclaimed Money	-	-	-	-
3304 Bail Bond Sureties	-	-	-	-
Total Private-Purpose Trust Funds	1,336,815	2,664	-	1,339,480
Agency Funds				
3401 Clearing Fund	2,766,327	5,032,568	5,015,422	2,783,473
3402 Payroll Fund	(139)	6,407,123	6,407,132	(148)
3403 Insurance Fund	22,507	20,455	22,551	20,411
Total Agency Funds	2,788,695	11,460,145	11,445,105	2,803,736
Grand Total for Primary Government	10,513,207	60,820,938	61,156,781	10,177,364

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Schedule of Interfund Transfers
August 31, 2012

	Transfers In:																					
		Special Revenue														Capital Projects				Debt Service	Enterprise	
	General Fund	R&B Funds	Parks Funds	District Attorney Bad Check Processing	Sheriff Investigation HB 65	Constable Pct. 3 Investigation HB 65	District Clerk Records Management & Preservation	County Records Management & Preservation	Court Reporter	Courthouse Security	DA Federal Sharing US Dept of Justice	Designated Purpose Grants	Health Grants	Juvenile Probation	Adult Probation	Capital Outlay	BCAP Round III	TXDOT Projects	C.O Series 2009 B&C	Debt Service	Jail Commissary	**Total**
Transfer out:																						
General Fund	-	2,872,047	-	-	-	-	-	40,000	-	505,921	-	20,578	30,851	727,500	-	2,097	-	-	-	-	-	4,198,993
Special Revenue Funds:																						
R&B Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19,588	-	379,256	-	398,844
Parks Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sheriff Investigation HB 65	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sheriff Fed Sharing-US Treasury	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sheriff Fed Sharing-USDJ	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Court Reporter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAC Sp Veh Inv	16,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16,000
Indigent Health Care	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HIDTA Chapter 59	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HIDTA US Justice	-	-	-	-	-	-	-	-	-	-	50,000	-	-	-	-	-	-	-	-	-		50,000
Health Department	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Adult Probation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	152,394	-	-	-	-	-	-	152,394
Capital Projects Funds:																						
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BCAP Round II	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2001	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,287	-	-	-	10,287
C.O. Series 2002	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2006	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	127,294	-	-	-	127,294
C.O. Series 2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	502,754	-	-	-	502,754
C.O. Series 2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	223,032	-	126,180	-	-	-	349,212
Debt Service Funds:																						
Notes Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ref Bonds, Series 1998	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 1998	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2001	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	85,109		85,109
C.O. Series 2002	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ref Bonds, Series 2006	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	58,037	-	58,037
Fiduciary Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	361,102	361,102
Total	16,000	2,872,047	-	-	-	-	-	40,000	-	505,921	50,000	20,578	30,851	727,500	152,394	225,129	-	786,104	-	522,402	361,102	6,310,026

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Schedule of Long-Term Debt Outstanding
August 31, 2012

	Original Amount	Interest Rates	Year Issued	Year of Maturity	Outstanding Balances Principal	Interest	Total Requirements
Refunding Bonds							
Refunding Bonds, Series 2005	51,640,000	3.00 - 5.00	2005	2021	44,145,000	11,290,438	55,435,438
Refunding Bonds, Series 2007	26,415,000	4.00 - 4.25	2006	2024	25,645,000	8,895,110	34,540,110
Refunding Bonds, Series 2009A	6,995,000	2.50 - 5.00	2009	2018	1,840,000	216,650	2,056,650
Certificates of Obligation							
Certificates of Obligation, Series 2002	20,910,000	2.00 - 5.00	2002	2022	3,050,000	255,868	3,305,868
Certificates of Obligation, Series 2004	32,250,000	3.00 - 5.25	2004	2024	7,900,000	1,033,338	8,933,338
Certificates of Obligation, Series 2006	38,770,000	4.25 - 5.00	2006	2026	32,750,000	12,201,213	44,951,213
Certificates of Obligation, Series 2009	24,280,000	3.00 - 5.00	2009	2028	22,240,000	9,658,225	31,898,225
Certificates of Obligation, Series 2009B&C	12,225,000	2.00 - 6.01	2009	2029	10,770,000	5,712,326	16,482,326
Certificates of Obligation, Series 2010A&B	27,850,000	2.00 - 6.30	2010	2030	25,935,000	15,302,027	41,237,027
Notes Payable							
Notes Payable	2,580,000	3.75	2005	2013	257,194	9,645	266,839
Notes Payable	911,009	4.00	2008	2018	674,146	112,088	786,234
Total	244,826,009				175,206,340	64,686,926	239,893,266

Schedule of Debt Requirements

	Principal	Interest	
2012	85,353	26,966	112,319
2013	12,235,961	8,204,464	20,440,425
2014	12,637,318	7,680,768	20,318,086
2015	13,341,011	7,126,807	20,467,818
2016-2020	67,626,696	26,744,733	94,371,429
2021-2025	48,825,000	11,990,102	60,815,102
2026-2030	20,455,000	2,913,087	23,368,087
Total	175,206,340	64,686,926	239,893,267

This statement was prepared primarily on the cash basis of accounting.

Budget Status

County of Hidalgo, Texas
Summary of Revenues and Expenditures - Budget to Actual
By Fund
For the Eighth Month Ended August 31, 2012

Fund	Description	Revenues			Expenditures		
		Original Budget	Adjusted Budget	Year-to-Date Actual	Original Budget	Adjusted Budget	Year-to-Date Actual
General Fund							
1100	General Fund	158,239,101	158,255,101	150,545,822	166,749,693	172,821,472	98,561,424
	Total General Fund	158,239,101	158,255,101	150,545,822	166,749,693	172,821,472	98,561,424
Special Revenue Funds							
1200	Road & Bridge County Wide	17,650,291	19,005,700	12,134,569	18,232,281	26,717,042	12,901,224
1220	LEOSE	-	-	3	21,728	21,728	6,973
1221	District Attorney Motor Vehicle Theft	-	-	2	12,019	12,019	3,867
1222	District Attorney Bad Check Processing	180,000	180,000	117,518	271,797	272,100	155,062
1223	District Attorney Investigations H.B. 65	4,000	4,000	110,098	531,140	539,395	259,889
1224	Drug Abuse Prevention and Rehabilitation	-	-	2,672	-	-	-
1225	Pretrial Intervention Prgm Fund	-	-	187,020	-	-	-
1226	Sheriff Investigations	-	-	3	-	-	-
1227	Sheriff Investigations H.B. 65	-	-	16,098	63,901	63,901	10,458
1228	Sheriff Federal Sharing - U.S. Treasury	-	-	1,250,148	233,000	487,260	232,388
1229	Sheriff Federal Sharing - U.S. Dept of Justice	-	-	265,323	200,000	200,000	27,133
1230	Constable Pct. 3 Investigations H.B. 65	-	-	-	-	15,347	4,469
1231	Constable Pct. 4 Investigations H.B. 65	-	-	-	-	4,946	1,067
1232	Constable Pct. 5 Investigations H.B. 65	-	-	-	-	-	-
1233	Constable Pct. 1 Investigations H.B. 65	-	-	-	-	-	-
1234	County Child Abuse Prevention	3,000	3,000	4,306	-	-	-
1235	District Clerk Records Management & Preservation	35,000	35,000	31,314	-	-	-
1236	District Clerk Title IV-D	2,500	2,500	2,800	-	-	-
1237	County Clerk Records Management & Preservation	520,000	520,000	319,607	599,297	628,550	250,241
1238	County Records Management & Preservation	282,000	282,000	212,472	317,006	317,381	242,391
1239	Court Reporter Service	140,000	140,000	89,659	258,000	250,977	98,496
1240	Juvenile Delinquency Prevention	-	-	55	-	-	-
1241	Courthouse Security	775,921	775,921	674,670	787,680	801,043	482,670
1242	Justice Court Technology	130,000	130,000	76,992	277,000	324,809	13,023
1243	Contributions	40,000	40,000	22,560	36,375	52,075	22,632
1245	Justice Court Building Security	29,500	29,500	18,565	-	15,080	-
1246	Tax Assessor-Collector Special Vehicle Inventory	5,000	5,000	25,793	190,299	204,259	27,834
1247	Law Library	317,000	317,000	216,167	404,138	404,138	158,914
1249	County Indigent Health Care	-	-	-	-	-	-
1250	Supplemental Court Guardianship	10,000	10,000	7,830	-	-	-
1251	HIDTA Chapter 59	-	-	7,825	292,000	292,000	123,948
1252	HIDTA US Treasury	-	-	1,222,386	64,965	64,965	12,039
1253	HIDTA Other States	-	-	29	-	-	-
1254	HIDTA US Justice	-	-	6,867	175,000	381,912	113,536
1255	Co & District Court Technology	11,000	11,000	8,963	-	-	-
1256	DA US Department of Justice	-	50,000	50,007	-	50,000	-
1280	Designated Purpose Grants - Level 0	-	1,519,305	146	-	1,519,305	35,122
1281	Designated Purpose Grants - Level 1	-	239,180	86,809	-	239,180	121,570
1282	Designated Purpose Grants - Level 2	-	380,508	144,267	-	380,508	197,403
1283	Designated Purpose Grants - Level 3	-	974,918	399,989	-	974,918	616,119
1284	Designated Purpose Grants - Level 4	-	3,945,832	1,734,569	-	3,945,832	1,728,398
1285	Designated Purpose Grants - Level 5	78,924	267,528	51,694	-	267,528	97,085
1286	Designated Purpose Grants - Level 6	5,264	57,898	17,920	-	52,634	30,458
1287	Designated Purpose Grants - Level 7	-	1,080,782	628,604	-	1,080,782	628,604
1291	HIDTA Grants	-	1,030,774	471,208	-	1,030,774	535,681
1292	WIC Grants	-	9,642,245	6,515,381	-	9,642,245	7,318,831
1293	Health Department Grants	72,865	5,181,953	1,919,509	-	5,520,812	1,915,499
1294	Juvenile Probation Department Grants	135,000	3,280,353	1,348,371	-	3,149,407	2,209,194
1295	Post Adjudication Juvenile Boot Camp	2,072,500	2,072,500	1,433,002	2,535,062	2,675,062	1,334,184
1296	Juvenile Probation Title IV-E	-	644,692	300,481	-	644,692	333,988
1297	Adult Probation Grants	-	21,885,221	7,030,342	-	21,980,462	7,609,849
	Total Special Revenue Funds	22,499,764	73,744,309	39,164,615	25,502,689	85,225,066	39,860,238
Capital Projects Funds							
1301	Capital Outlay	-	462,328	225,129	-	462,328	225,129
1302	Tax Notes, Series 2007	-	-	134	-	1,770,468	96,775
1305	Road District No. 5	-	-	-	-	-	-
1311	Border Colonia Access Program Round II	-	-	-	-	-	-
1312	Border Colonia Access Program Round III	-	8,980,545	345,223	-	8,980,545	517,564
1315	Texas Department of Transportation Projects	-	3,345,005	1,336,722	-	2,655,295	764,104
1328	Certificates of Obligation, Series 1998	-	-	-	-	-	-
1330	Certificates of Obligation, Series 2000	-	-	-	-	23,839	-
1331	Certificates of Obligation, Series 2001	-	-	191	-	389,243	10,287
1332	Certificates of Obligation, Series 2002	-	-	-	-	1,838	-
1334	Certificates of Obligation, Series 2004	-	-	-	-	69,821	505
1336	Certificates of Obligation, Series 2006	-	42,572	3,339	-	6,999,472	1,814,162
1339	Certificates of Obligation, Series 2009	-	-	1,741	-	2,698,983	867,362
1341	Certificates of Obligation, Series 2009B&C	-	-	1,016	-	3,547,853	564,470
1342	Certificates of Obligation, Series 2010A&B	-	-	6,194	-	20,357,227	3,124,995
	Total Capital Projects Funds	-	12,830,450	1,919,688	-	47,956,910	7,985,354

County of Hidalgo, Texas
Summary of Revenues and Expenditures - Budget to Actual
By Fund
For the Eighth Month Ended August 31, 2012

Fund	Description	Revenues Original Budget	Revenues Adjusted Budget	Revenues Year-to-Date Actual	Expenditures Original Budget	Expenditures Adjusted Budget	Expenditures Year-to-Date Actual
Debt Service Funds							
1401	Notes Payable	429,411	429,411	430,541	491,575	491,575	379,256
1430	Certificates of Obligation, Series 2000	-	-	-	-	-	-
1431	Certificates of Obligation, Series 2001	-	9	9	-	85,109	85,109
1432	Certificates of Obligation, Series 2002	1,026,111	1,026,111	1,099,232	1,103,039	1,103,039	1,102,039
1434	Certificates of Obligation, Series 2004	2,349,612	2,349,612	2,384,051	2,600,963	2,600,963	2,599,963
1435	Refunding Bonds, Series 2005	6,166,279	6,166,279	6,261,913	6,424,563	6,424,563	6,424,113
1436	Certificates of Obligation, Series 2006	2,500,155	2,500,155	2,536,951	2,698,713	2,698,713	2,697,713
1437	Refunding Bonds, Series 2006	-	12	12	-	58,037	58,037
1438	Refunding Bonds, Series 2007	991,723	1,134,869	1,118,805	1,218,683	1,218,683	1,218,233
1439	Certificates of Obligation, Series 2009	1,888,600	1,888,600	1,907,461	1,997,094	1,997,094	1,996,594
1440	Refunding Bonds, Series 2009	254,467	254,467	237,477	341,350	341,350	340,850
1441	Certificates of Obligation, Series 2009B&C	748,178	748,178	909,164	1,013,336	1,013,336	1,012,336
1442	Certificates of Obligation, Series 2010A&B	2,075,223	2,075,223	2,456,650	2,378,864	2,378,864	2,378,864
	Total Debt Service Funds	18,429,759	18,572,926	19,342,266	20,268,177	20,411,323	20,293,104
Enterprise Funds							
2101	Sanitary Landfill	-	-	83	-	-	-
2102	Jail Commissary	1,327,974	1,327,974	361,135	450,532	498,532	303,329
	Total Enterprise Funds	1,327,974	1,327,974	361,218	450,532	498,532	303,329
Internal Service Funds							
2201	Health Benefits Self-Insurance	18,522,969	18,522,969	10,895,554	18,544,924	18,567,737	13,366,965
2202	Workers' Compensation Self-Insurance	-	-	2,425	1,945,629	1,948,527	1,214,241
	Total Internal Service Funds	18,522,969	18,522,969	10,897,979	20,490,554	20,516,264	14,581,206
Private-Purpose Trust Funds							
3301	Unclaimed Money Fund	-	-	-	-	-	-
3302	County Clerk Unclaimed Money Fund	-	-	-	-	-	-
	Total Private-Purpose Trust Funds	-	-	-	-	-	-
	Grand Total for Primary Government	219,019,567	283,253,728	222,231,587	233,461,645	347,429,568	181,584,655

This statement was prepared primarily on the cash basis of accounting.

Statement of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
General Fund
For the Eighth Month Ended August 31, 2012

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	Original Budget	Adjusted Budget	Current Revenues/ Expenditures	Year-to-Date Revenues/ Expenditures	Encumbrances	Balance
Revenues						
Taxes	139,007,402	139,007,402	1,507,519	135,924,110		3,083,292
Licenses and permits	50,000	50,000	15,153	120,403		(70,403)
Intergovernmental revenues	5,398,000	5,398,000	425,252	5,203,258		194,742
Charges for services	11,969,699	11,969,699	1,141,541	8,056,027		3,913,672
Fines & forfeitures	285,000	285,000	30,264	269,182		15,818
Interest earnings	520,500	520,500	10,226	78,901		441,599
Miscellaneous	1,008,500	1,008,500	70,549	840,684		167,816
Total revenues	158,239,101	158,239,101	3,200,504	150,492,566		7,746,535
Expenditures						
General government						
Judicial	30,273,995	30,912,426	2,332,630	18,122,350	239,264	12,550,812
Executive	2,781,854	2,567,779	202,926	1,562,370	53,936	951,473
Elections	2,198,353	2,279,181	310,159	1,421,756	55,343	802,081
Financial administration	25,014,902	24,577,756	1,667,254	15,028,603	804,108	8,745,044
Other	8,973,416	9,164,610	653,791	6,427,156	303,582	2,433,872
Public safety						
Police	26,184,646	26,354,188	2,085,224	15,652,602	820,687	9,880,899
Fire	1,950,703	1,949,539	62,671	704,742	14,851	1,229,947
Corrections	32,372,964	36,512,411	2,382,015	20,132,589	1,140,692	15,239,131
Other protection	456,355	465,616	29,612	258,580	66,492	140,543
Sanitation	4,763,924	5,439,632	490,038	3,275,908	580,957	1,582,767
Health and welfare	17,205,074	17,183,191	609,303	8,903,707	294,113	7,985,370
Culture and recreation	3,863,854	3,811,820	231,421	2,087,952	287,426	1,436,443
Conservation	965,056	915,543	71,752	533,101	217,766	164,675
Urban and economic development	431,833	449,682	32,675	251,014	7,414	191,255
Total expenditures	157,436,929	162,583,375	11,161,473	94,362,430	4,886,631	63,334,313
Excess (deficiency) of revenues over (under) expenditures	802,172	(4,344,274)	(7,960,969)	56,130,135		
Other financing sources (uses):						
Long-term notes issued	-	-	-	-		-
Sale of capital assets	-	-	-	37,256		(37,256)
Transfers in	-	16,000	-	16,000		-
Transfers out	(9,312,764)	(10,238,097)	(1,204,231)	(4,198,993)		(6,039,104)
Total other financing sources (uses)	(9,312,764)	(10,222,097)	(1,204,231)	(4,145,737)		(6,076,360)
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	(8,510,592)	(14,566,371)		51,984,398		
Unreserved undesignated fund balance at December 31, 2011	35,073,057	35,073,057		35,073,057		
Adjusting journal entries	1,655,172	1,655,172		1,655,172		
Unreserved (reserved) fund balance	3,869,336	8,010,261		8,010,261		
Unreserved fund balance at August 31, 2012	32,086,973	30,172,119		96,722,887		

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Budget Status by Department
General Fund
For the Eighth Month Ended August 31, 2012

	Original Budget	Adjusted Budget	Current Expenditures	Year-to-Date Expenditures	Encumbrances	Balance
Expenditures and Other Financing Uses						
General government						
Judicial						
92nd District Court	383,600	383,601	27,740	223,297	5,951	154,353
93rd District Court	383,600	383,600	20,604	201,610	6,048	175,943
139th District Court	383,600	383,600	29,076	223,747	7,968	151,885
206th District Court	383,600	383,601	27,354	220,569	8,223	154,809
275th District Court	383,600	383,600	27,421	218,423	3,038	162,139
332nd District Court	383,600	383,601	42,786	232,594	2,793	148,215
370th District Court	383,600	383,600	30,244	227,433	637	155,530
389th District Court	383,600	383,600	20,669	202,711	3,677	177,212
398th District Court	386,600	386,600	22,722	207,729	10,018	168,853
430th District Court	383,600	509,302	44,223	338,501	35,600	135,200
449th District Court	383,600	383,600	26,694	218,787	9,631	155,183
Indigent Defense	401,597	402,847	30,690	241,513	1,345	159,988
County Court At Law 1	498,505	511,751	39,576	322,344	5,501	183,906
County Court At Law 2	498,505	498,505	38,315	301,360	2,609	194,536
Probate Court	596,505	596,506	46,720	370,457	545	225,505
County Court At Law 4	498,505	498,505	39,721	307,060	435	191,010
County Court At Law 5	498,505	498,505	38,460	302,716	3,123	192,666
County Court At Law 6	498,505	498,505	39,666	302,105	5,238	191,162
County Court At Law 7	498,505	498,505	38,872	302,761	8,117	187,627
County Court At Law 8	300,000	300,000	-	-	-	300,000
Master Court 1	115,031	118,636	9,072	71,658	1,467	45,511
Master Court 2	121,377	121,764	9,105	72,177	273	49,314
Court of Civil Appeals	3,738	3,738	14	2,272	-	1,465
Auxiliary Court	281,270	279,964	19,580	166,700	2,094	111,171
Juvenile Justice Court	-	-	-	-	-	-
Child Protective Court	350	350	-	217	-	133
Justice of the Peace 1-1	306,877	327,667	25,953	207,002	1,265	119,400
Justice of the Peace 1-2	308,562	329,028	27,231	209,766	1,150	118,112
Justice of the Peace 2-1	281,465	282,017	21,660	178,553	4,433	99,031
Justice of the Peace 2-2	303,015	303,568	22,189	178,711	1,887	122,970
Justice of the Peace 3-1	316,597	302,766	26,421	185,069	3,487	114,209
Justice of the Peace 3-2	343,567	360,120	29,067	223,627	901	135,592
Justice of the Peace 4-1	372,152	371,654	27,553	228,627	1,551	141,476
Justice of the Peace 4-2	602,330	630,337	39,332	307,855	1,242	321,241
Justice of the Peace 5-1	275,620	280,618	22,988	178,546	1,479	100,593
Criminal District Attorney	6,158,367	6,472,026	492,827	3,933,553	41,717	2,496,755
District Clerk	3,094,924	3,066,183	264,237	1,827,055	50,880	1,188,247
Budget and Management	8,113,202	8,178,927	602,662	4,709,281	-	3,469,647
Commissioner, Precinct 2	-	-	-	-	-	-
Public Defense	724,856	792,170	61,188	475,965	4,943	311,261
Executive Office	38,962	38,962	-	-	-	38,962
Tax Assessor-Collector	-	-	-	-	-	-
Total Judicial	30,273,995	30,912,426	2,332,630	18,122,350	239,264	12,550,812
Executive						
County Judge	1,119,563	1,206,174	94,790	649,987	9,292	546,894
Budget and Management	-	-	-	-	-	-
Executive Office	1,662,290	1,361,605	108,136	912,383	44,644	404,579
Total Executive	2,781,854	2,567,779	202,926	1,562,370	53,936	951,473
Elections						
Elections Department	2,198,353	2,279,181	310,159	1,421,756	55,343	802,081
Total Elections	2,198,353	2,279,181	310,159	1,421,756	55,343	802,081
Financial Administration						
Appraisal fees	1,600,000	1,528,909	-	1,146,682	-	382,227
County Wide Admin	2,300,992	1,030,418	141,614	574,807	200,893	254,719
Budget and Management	1,319,535	1,250,834	88,818	703,744	7,982	539,108
Commissioner, Precinct 2	-	-	-	-	-	-
Executive Office	1,891,077	1,609,408	159,830	944,488	237,470	427,450
Tax Assessor-Collector	6,281,197	6,346,898	449,782	3,843,345	44,704	2,458,850
County Treasurer	800,080	827,774	61,894	489,070	11,164	327,540

County of Hidalgo, Texas
Budget Status by Department
General Fund
For the Eighth Month Ended August 31, 2012

	Original Budget	Adjusted Budget	Current Expenditures	Year-to-Date Expenditures	Encumbrances	Balance
Purchasing Agent	1,678,786	1,605,008	115,983	929,003	43,455	632,550
County Auditor	2,722,504	2,722,504	193,176	1,554,581	26,284	1,141,638
County Clerk	3,474,308	4,680,784	256,495	3,150,538	41,521	1,488,724
Human Resources/Civil Service	629,363	636,875	55,680	380,352	10,152	246,371
IT Department	2,317,061	2,338,344	143,981	1,311,995	180,483	845,866
Total Financial Administration	25,014,902	24,577,756	1,667,254	15,028,603	804,108	8,745,044
Other						
Executive Office	2,594,620	2,860,588	62,011	2,429,840	63,134	367,614
Planning Department	1,016,693	1,036,056	81,069	644,171	8,859	383,026
Facilities Management Deparment	5,362,103	5,267,966	510,711	3,353,145	231,589	1,683,232
Total Other	8,973,416	9,164,610	653,791	6,427,156	303,582	2,433,872
Public safety						
Police						
Criminal District Attorney	753,046	751,225	85,669	468,509	27,914	254,803
Commissioner, Precinct 3	26,379	-	-	-	-	-
Budget and Management	55,000	58,302	4,917	33,707	21,884	2,711
Executive Office	230,851	207,801	13,895	101,979	3,011	102,811
Sheriff	21,224,969	21,375,248	1,676,827	12,671,113	654,505	8,049,631
Constables						
Constable, Precinct 1	804,021	779,469	61,664	457,820	32,356	289,292
Constable, Precinct 2	496,677	537,121	45,185	327,084	12,920	197,117
Constable, Precinct 3	1,067,971	1,079,099	84,343	663,294	22,892	392,913
Constable, Precinct 4	1,030,708	1,063,814	76,650	627,510	33,323	402,981
Constable, Precinct 5	495,024	502,110	36,075	301,587	11,882	188,641
Total Police	26,184,646	26,354,188	2,085,224	15,652,602	820,687	9,880,899
Fire						
Emergency Services	1,950,703	1,949,539	62,671	704,742	14,851	1,229,947
Total Fire	1,950,703	1,949,539	62,671	704,742	14,851	1,229,947
Corrections						
Sheriff	23,143,353	26,988,301	1,607,383	13,810,291	652,444	12,525,565
Adult Probation	90,938	385,437	40,901	255,067	4,741	125,629
Juvenile Probation	9,138,673	9,138,673	733,731	6,067,231	483,506	2,587,936
Total Corrections	32,372,964	36,512,411	2,382,015	20,132,589	1,140,692	15,239,131
Other Protection						
County Judge	371,355	372,514	24,957	214,357	17,614	140,543
Budget and Management	-	-	-	-	-	-
Executive Office	85,000	93,102	4,655	44,224	48,879	-
Emergency Services	-	-	-	-	-	-
Total Other Protection	456,355	465,616	29,612	258,580	66,492	140,543
Sanitation						
Commissioner, Precinct 1	1,038,087	1,492,485	141,038	973,402	210,792	308,291
Commissioner, Precinct 2	990,952	909,610	74,525	506,497	51,160	351,953
Commissioner, Precinct 3	1,920,100	2,003,678	151,500	1,125,935	175,457	702,285
Commissioner, Precinct 4	814,785	1,033,860	122,975	670,074	143,548	220,238
Total Sanitation	4,763,924	5,439,632	490,038	3,275,908	580,957	1,582,767
Health and Welfare						
Budget and Management	-	50,000	-	50,000	-	-
Commissioner, Precinct 2	-	-	-	-	-	-
Executive Office	812,638	855,216	3,297	789,560	-	65,656
Human Services	9,708,571	9,722,305	124,362	4,309,192	11,008	5,402,105
Health Department	6,319,127	6,219,622	459,229	3,572,698	279,299	2,367,624
WIC	2,000	3,255	68	443	1,255	1,557
Child Welfare	118,931	96,761	5,718	42,442	320	53,998
Veterans Services	243,807	236,034	16,628	139,372	2,232	94,430
Total Health and Welfare	17,205,074	17,183,191	609,303	8,903,707	294,113	7,985,370
Culture and Recreation						
Commissioner, Precinct 1	882,299	832,064	56,533	517,717	19,996	294,351

County of Hidalgo, Texas
Budget Status by Department
General Fund
For the Eighth Month Ended August 31, 2012

	Original Budget	Adjusted Budget	Current Expenditures	Year-to-Date Expenditures	Encumbrances	Balance
Commissioner, Precinct 2	921,412	826,193	40,103	258,071	71,258	496,864
Commissioner, Precinct 3	746,376	755,403	51,522	398,970	24,234	332,199
Commissioner, Precinct 4	669,740	653,133	46,595	321,979	51,937	279,216
Executive Office	644,027	745,027	36,668	591,214	120,000	33,813
Total Culture and Recreation	3,863,854	3,811,820	231,421	2,087,952	287,426	1,436,443
Conservation						
Executive Office	527,855	493,755	41,059	287,638	205,125	992
Texas Cooperative Extension	437,201	421,788	30,693	245,463	12,641	163,684
Total Conservation	965,056	915,543	71,752	533,101	217,766	164,675
Urban and Economic Development						
Budget and Management	-	-	-	-	-	-
Commissioner, Precinct 1	82,204	88,207	7,068	54,456	188	33,564
Commissioner, Precinct 2	298,487	310,159	22,287	175,834	5,213	129,112
Commissioner, Precinct 4	51,142	38,815	3,320	18,232	2,013	18,571
Urban County	-	12,500	-	2,492	-	10,008
Total Urban and Economic Development	431,833	449,682	32,675	251,014	7,414	191,255
Other Financing Uses						
Interfund Transfers	9,312,764	10,238,097	1,204,231	4,198,993	-	6,039,104
Total Other Financing Uses	9,312,764	10,238,097	1,204,231	4,198,993	-	6,039,104
Total Expenditures and Other Financing Uses	166,749,693	172,821,472	12,365,703	98,561,424	4,886,631	69,373,417

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Budget Status by Project
Fund 1301 - Capital Outlay Fund
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Bennett Building	-	429,778	-	-	429,778	429,778	-	-
Horizon Building	-	251,595	-	-	244,809	244,809	-	6,786
Election Warehouse-317 N Closner-building renovation	-	494,103	-	225,129	64,505	289,634	201,747	2,722
K - Mart Property	2,756,150	5,914,341	-	-	5,888,557	5,888,557	-	25,784
Pct. 4 New Admin Building	-	983,972	-	-	983,812	983,812	-	160
K - Mart Property - Additional Office	-	-	-	-	-	-	-	-
Public safety								
USDA 2008 Loan-Sheriff Vehicles	-	224,650	-	-	224,650	224,650	-	-
Pct. 3 Sheriff's Substation	-	-	-	-	-	-	-	-
New Adult Probation Building	-	3,520,216	-	-	3,520,216	3,520,216	-	-
Issuance costs - K - Mart Property	43,850	43,850		-	43,850	43,850	-	-
Issuance costs - USDA 2008 Loan	-	1,150	-	-	1,150	1,150	-	-
Transfer Out - General Fund	-	620,888	-	-	620,888	620,888	-	-
Transfer Out - R&B County Wide	-	19,390	-	-	19,390	19,390	-	-
Total F1301 - Capital Outlay Fund	2,800,000	12,503,934	-	225,129	12,041,606	12,266,735	201,747	35,451

County of Hidalgo, Texas
Budget Status by Project
Fund 1302 - Tax Notes, Series 2007
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
General government								
Common Integrated Justice System - software	1,171,500	3,587,121	-	35,380	1,973,772	2,009,152	1,577,969	-
County Judges Office & Commissioners Courtroom	2,000,000	93,856	-	-	93,856	93,856	-	-
Purchasing - vehicles	-	40,261	-	-	40,261	40,261	-	-
Election - vehicles	31,000	22,248	-	-	22,248	22,248	-	-
Planning - vehicles	-	38,359	-	-	38,359	38,359	-	-
Admin Security - vehicles	31,000	26,992	-	-	26,992	26,992	-	-
Facilities Management - vehicles	62,000	79,565	-	-	79,565	79,565	-	-
Public safety								
Sheriff - vehicles	1,855,196	1,921,034	-	-	1,921,034	1,921,034	-	-
Sheriff Replacement - vehicles	3,007,000	3,004,759	-	-	3,004,759	3,004,759	-	-
Constable Pct. 1 - vehicles	-	123,920	-	-	123,920	123,920	-	-
Constable Pct. 3 - vehicles	31,000	203,522	-	-	203,522	203,522	-	-
Constable Pct. 4 - vehicles	-	81,992	-	-	81,992	81,992	-	-
Constable Pct. 5 - vehicles	-	175,844	-	-	88,067	88,067	84,910	2,867
Sheriff Substation Pct. 1 - land	245,935	246,168	-	-	246,168	246,168	-	-
Sheriff Substation Pct. 3 - land	557,917	562,042	-	-	562,042	562,042	-	-
Highway and streets								
Pct. 1 - vehicles	-	201,952	-	-	201,952	201,952	-	-
Pct. 2 - vehicles	-	205,000	-	61,395	136,259	197,654	-	7,346
Pct. 3 - vehicles	-	207,206	-	-	207,206	207,206	-	-
Pct. 4 - vehicles	-	203,719	-	-	203,119	203,119	-	600
Sanitation								
Pct. 2 Sanitation - vehicles	-	93,845	-	-	93,845	93,845	-	-
Health and welfare								
Health Dept - vehicles	62,000	60,738	-	-	60,738	60,738	-	-
Recreation								
Pct. 3 Meeting Hall & Pavilion	700,000	1,000,000	-	-	1,000,000	1,000,000	-	-
Urban and economic development								
Pct. 2 CRC - S. Tower Road	803,000	1,303,934	-	-	1,303,934	1,303,934	-	-
Issuance costs	90,000	90,000	-	-	90,000	90,000	-	-
Total F1302 - Tax Notes, 2007	10,647,548	13,574,078	-	96,775	11,803,611	11,900,386	1,662,879	10,813

County of Hidalgo, Texas
Budget Status by Project
Fund 1315 - TXDOT Projects
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
Highways and streets								
Pct. 1 Mile 2 West (Mile 12 N to SH 107)	-	1,396,152	-	-	1,395,352	1,395,352	-	800
Pct. 1 Mile 2 West (Mile 12 N to SH 107) - aid to other govt	-	-	-	-	-	-	-	-
Pct. 1 Mile 12 N Bridge @ North Floodway	-	3,482	-	-	3,482	3,482	-	-
Pct. 1 Traffic Signal CSJ#0255-11-011	-	19,407	-	-	19,407	19,407	-	-
Pct. 1 US 83 Illumination-aid to other govt	-	152,635	2,055	16,522	127,309	143,831	-	8,804
Pct. 1 FM 1015 (Mile 9 N to Mile 12 N) - aid to other govt	-	1,747,085	-	-	1,747,085	1,747,085	-	-
Pct. 1 FM 88 (Mile 12 N to FM 1925) - aid to other govt	-	2,266,471	-	2,171	2,258,897	2,261,067	-	5,404
Pct. 1 Mile 6 West (US 83 to SH 107)	-	1,069,972	-	-	778,643	778,643	240,283	51,047
Pct. 1 Mile 2 West (US 83 to Mile 12 N)	-	978,994	1,933	2,976	820,838	823,814	9,750	145,430
Pct. 1 FM 493 (US 83 to Mile 10 N) - aid to other govt	-	135,171	-	-	75,246	75,246	-	59,924
Pct. 1 FM 493 (US 281 to BUS 83) - aid to other govt	-	17,778	-	-	-	-	-	17,778
Pct. 1 FM 907 (S of BUS 83) - aid to other govt	-	88,830	-	-	88,830	88,830	-	-
Pct. 1 Flash Beacon 2010 HES Projects	-	115,710	-	-	115,710	115,710	-	-
Pct. 1 US 83 (FM 1423 to FM 1015) - aid to other govt	-	11,513	-	-	11,513	11,513	-	-
Pct. 1 BUS 83 (FM 2557 to 1st ST Donna) - aid to other govt	-	3,421	-	-	3,421	3,421	-	-
Pct. 2 "I" Road (SH 495 to Owassa)	1,550,000	1,257,889	-	-	1,257,889	1,257,889	-	-
Pct. 2 "I" Road (SH 495 to Owassa) - aid to other govt.	600,000	1,489,329	-	-	1,489,329	1,489,329	-	-
Pct. 2 Sugar Road (Sioux to Owassa) - aid to other govt	50,000	120,000	-	-	118,959	118,959	-	1,041
Pct. 2 FM 2061 (Dicker to Mission Floodway) - aid to other govt	318,407	603,040	326	4,203	427,281	431,484	-	171,557
Pct. 2 S McColl Road (Dicker to Orangewood&0.5M S.Military)	-	1,121,186	378,448	404,637	576,759	981,396	14,000	125,790
Pct. 2 Flash Beacon 2010 HES Projects	-	51,530	-	-	51,530	51,530	-	-
Pct. 2 Nolana Loop	-	62,500	-	62,500	-	62,500	-	-
Pct. 3 SH 495-underpass/Abrams - aid to other govt	-	2,158,966	-	-	2,158,966	2,158,966	-	-
Pct. 3 FM 1924 PHI (FM 494 to SH 107) - aid to other govt	-	625,143	-	-	624,300	624,300	842	-
Pct. 3 Traffic Signal CSJ#0255-11-011	-	17,863	-	-	17,863	17,863	-	-
Pct. 3 US 83 Illumination - aid to other govt	-	24,210	-	-	22,410	22,410	-	1,800
Pct. 3 FM 1924 PHII (SH 107 to FM 492) - aid to other govt	-	963,668	-	-	963,278	963,278	390	-
Pct. 3 SRS CSJ#0921-02-109 - other structures	-	57,633	-	-	57,633	57,633	-	-
Pct. 3 SRS CSJ#0921-02-110 - aid to other govt	-	49,645	-	-	49,645	49,645	-	-
Pct. 3 FM 681 (SH 107 to SH 364) - aid to other govt	-	282,272	-	-	282,272	282,272	-	-
Pct. 3 FM 676 (SH 107 to SH 364) - aid to other govt	-	755	-	-	-	-	-	755
Pct. 3 FM 681 (SH 107 to FM 2221/FM 492) - aid to other govt	-	2,067,504	40,580	154,572	1,772,471	1,927,043	68,583	71,879
Pct. 3 FM 2221/FM 492 (FM 681 to SH 364) - aid to other govt	-	1,046,406	28,223	110,163	816,667	926,830	81,993	37,582
Pct. 3 Flash Beacon 2010 HES Projects	-	25,683		-	25,683	25,683	-	-
Pct. 3 US 83 (County Line East 0.347 Mile) - aid to other govt	-	2,252	-	-	-	-	-	2,252
Pct. 3 M2N (Moorefield-La Homa)	-	254,413	-	-	-	-	19,327	235,086
Pct. 4 Sugar Road (Owassa to Trenton)	-	1,019	-	-	1,019	1,019	-	-
Pct. 4 12th Street Bridge @ Drainage Ditch	-	12,176	-	-	12,176	12,176	-	-
Pct. 4 "I" Road (Owassa to US 281)	-	1,040,960	168	276	1,028,925	1,029,201	-	11,759
Pct. 4 Traffic Signal CSJ#0255-11-011	-	1,969	-	-	1,969	1,969	-	-
Pct. 4 Flash Beacon 2010 HES Projects	-	207,050	-	-	207,050	207,050	-	-
Right of Way US 281 (SH 495 to Trenton) - aid to other govt	37,062	4,262	-	-	4,262	4,262	-	-
Right of Way BUS 83 PHII (FM 1427 to Showers) - aid to other govt	13,200	36,136	-	-	36,136	36,136	-	-
Right of Way FM 2128 (SH 107 to US 281) - aid to other govt	127,194	171,306	-	6,084	129,825	135,909	1,350	34,046
Right of Way BUS 83 PHI (US 83 to FM 1427) - aid to other govt	26,103	28,077	-	-	28,077	28,077	-	-
Right of Way US 83-Palmview - aid to other govt	98,643	319,352	-	-	319,352	319,352	-	-
Right of Way BUS 83 PHIII (Showers to Penitas) - aid to other govt	21,450	64,461	-	-	64,461	64,461	-	-
Pct. 1 CR684 Bridge @ Drainage Ditch	-	31,317	-	-	26,420	26,420	-	4,896
Pct. 1 FM1422 Bridge @ Willacy Main Canal	-	16,000	-	-	16,000	16,000	-	-
Pct. 1 CR825 Bridge @ Drainage Ditch	-	10,320	-	-	4,320	4,320	3,450	2,550
Pct. 1 CR342 Bridge @ Delta Lake Irrigation Canal	-	4,590	-	-	4,590	4,590	-	-
Pct. 1 CR855 Bridge @ Main Supply Canal	-	6,750	-	-	6,750	6,750	-	-
Pct. 1 CR804 Bridge @ Irrigation Canal	-	5,130	-	-	5,130	5,130	-	-
Pct. 1 CR229 Bridge @ Drainage Ditch	-	5,211	-	-	518	518	-	4,693
Pct. 2 CR790 Bridge @ Drainage Ditch	-	27,635	-	-	27,635	27,635	-	-
Pct. 2 CR653 Bridge @ Las Milpas Road over S Floodway Channel	-	7,344	-	-	749	749	-	6,595
Pct. 3 CR872-Bridge @ Main Floodway Pilot Channel	-	10,836	-	-	1,008	1,008	-	9,828
Drainage flood control			-					
Pct. 1 FM 88 - drainage (Mile 12 N to Mile 16 N) - ROW	-	68,500		-	44,460	44,460	-	24,040
Pct. 2 FM 907 S outfall channel (Rancho Blanco to BUS 83) - ROW	-	1,100,000	-	-	837,978	837,978	-	262,022
Pct. 3 FM1924 PH I - outfall channel (FM 494 to SH 107) - ROW	-	839,395	-	-	839,395	839,395	-	-
Pct. 3 BUS 83 PH I - outfall channel (US 83 to FM 1427) - ROW	-	275,749	-	-	275,200	275,200	-	549
Pct. 3 FM1924 PH II - outfall channel (SH 107 to FM 492) - ROW	-	559,911	-	-	559,911	559,911	-	-
Drainage US 281 (SH 495 to Trenton) - aid to other govt	153,317	-	-	-	-	-	-	-
Drainage FM 2128 (SH 107 to US 281) - drainage ditch&eng&arch	-	153,317	-	-	-	-	-	153,317
Drainage FM 2128 (SH 107 to US 281) - aid to other govt	131,586	200,798	-	-	200,798	200,798	-	-
TXDOT Notes Payable-other debt principal	-	104,437	-	-	104,437	104,437	-	-
Transfer Out-Cert of Oblig, 2010A&B	-	-	-	-	-	-	-	-
Total F1315 - TXDOT Projects	3,126,962	25,602,517	451,732	764,104	22,947,222	23,711,326	439,968	1,451,223

County of Hidalgo, Texas
Budget Status by Project
Fund 1328 - Certificates of Obligation, Series 1998
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Weslaco substation	1,350,000	1,383,879	-	-	1,383,879	1,383,879	-	-
Courthouse renovations - ADA	500,000	307,980	-	-	307,980	307,980	-	-
Facilities Management - ADA renovations	-	14,810	-	-	14,810	14,810	-	-
Public safety								
Adult probation restitution center	909,491	948,431	-	-	948,431	948,431	-	-
County roadway safety	350,000	356,800	-	-	356,800	356,800	-	-
Highways and streets								
Pct. 2 - outer loop phase 1	-	726,142	-	-	726,142	726,142	-	-
Pct. 3 - aerial	-	356,325	-	-	356,325	356,325	-	-
Health and welfare								
Elsa Health Clinic Pct. 1	710,000	883,052	-	-	883,052	883,052	-	-
Alton Health Clinic Pct. 3	590,000	-	-	-	-	-	-	-
COPC Clinic Mcallen	1,200,000	1,200,000	-	-	1,200,000	1,200,000	-	-
Mission Clinic	-	1,046,952	-	-	1,046,952	1,046,952	-	-
Issuance costs	135,046	130,810	-	-	130,810	130,810	-	-
Total F1328 - Cert.of Oblig., Series 1998	5,744,537	7,355,181	-	-	7,355,181	7,355,181	-	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1330 - Certificates of Obligation, Series 2000
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
Public safety								
Maintenance building & motor pool	-	1,189,155	-	-	1,189,155	1,189,155	-	-
Law enforcement training facility	-	2,524,367	-	-	2,524,367	2,524,367	-	-
Sheriff's administration building	2,236,329	3,186,141	-	-	3,162,302	3,162,302	-	23,839
Jail project	320,411	2,133,477	-	-	2,133,477	2,133,477	-	-
Adult detention facility	38,479,176	42,199,204	-	-	42,199,204	42,199,204	-	-
Issuance costs	724,637	653,390	-	-	653,390	653,390	-	-
Transfers Out (COPS grant cash match)	-	99,799	-	-	99,799	99,799	-	-
Total F1330 - Cert. of Oblig., Series 2000	41,760,553	51,985,533	-	-	51,961,694	51,961,694	-	23,839

County of Hidalgo, Texas
Budget Status by Project
Fund 1331 - Certificates of Obligation, Series 2001
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
General government								
Elections - machinery & equipment	15,000	33,020	-	-	33,020	33,020	-	-
Tax Office - machinery & equipment	-	36,560	-	-	36,560	36,560	-	-
Purchasing - machinery & equipment	15,000	15,000	-	-	15,000	15,000	-	-
County Auditor - office equipment	-	175,219	-	-	175,219	175,219	-	-
County Judge - land	300,000	334,795	-	-	334,795	334,795	-	-
Elections building roof	38,775	22,700	-	-	22,700	22,700	-	-
Courthouse parking lot	150,000	-	-	-	-	-	-	-
Parking facility	250,000	117,884	-	-	117,884	117,884	-	-
Courthouse Parking Garage	-	-	-	-	-	-	-	-
Courthouse roof	130,000	-	-	-	-	-	-	-
Planning - machinery & equipment	17,000	17,000	-	-	17,000	17,000	-	-
Facilities Management - machinery & equipment	71,000	65,555	-	-	65,555	65,555	-	-
Facilities Management - courthouse roof	-	24,968	-	-	24,968	24,968	-	-
Courthouse chillers	350,000	133,570	-	-	133,570	133,570	-	-
Administration building renovations	331,225	249,510	-	-	249,510	249,510	-	-
Facilities Management - parking lot	-	183,964	-	-	183,964	183,964	-	-
Public safety								
Sheriff - machinery & equipment	610,000	606,899	-	-	606,899	606,899	-	-
Constables	-	-	-	-	-	-	-	-
Constables - machinery & equipment	37,500	39,540	-	-	39,540	39,540	-	-
Constable Pct. 1 - machinery & equipment	63,000	62,708	-	-	62,708	62,708	-	-
Constable Pct. 2 - machinery & equipment	84,000	83,611	-	-	83,611	83,611	-	-
Constable Pct. 3 - machinery & equipment	63,000	151,175	-	-	151,175	151,175	-	-
Constable Pct. 4 - machinery & equipment	42,000	41,805	-	-	41,805	41,805	-	-
Constable Pct. 5 - machinery & equipment	63,000	63,063	-	-	63,063	63,063	-	-
Fire Marshal - machinery & equipment	27,000	26,924	-	-	26,924	26,924	-	-
Juvenile Detention Center	1,500,000	501,735	-	-	501,735	501,735	-	-
Highways and streets								
Outer loop study	1,000,000	-	-	-	-	-	-	-
Aerial mapping	1,500,000	743,192	-	-	743,192	743,192	-	-
Pct. 1 - aerial mapping	-	70,260	-	-	70,260	70,260	-	-
Pct. 1 - roads	3,500,000	4,023,627	-	-	4,018,236	4,018,236	-	5,391
Pct. 1 - machinery & equipment	250,000	425,430	-	-	425,430	425,430	-	-
Pct. 1 - outer loop study	-	650,020	-	-	650,020	650,020	-	-
Pct. 2 -aerial mapping	-	20,860	-	-	20,860	20,860	-	-
Pct. 2 - roads	3,500,000	1,907,591	-	-	1,907,591	1,907,591	-	-
Pct. 2 - machinery & equipment	250,000	17,000	-	-	17,000	17,000	-	-
Pct. 2 - outer loop study	-	441,882	-	-	441,882	441,882	-	-
Pct. 3 - aerial mapping	-	66,025	-	-	66,025	66,025	-	-
Pct. 3 - roads	3,500,000	3,655,984	-	-	3,642,690	3,642,690	13,295	-
Pct. 3 - machinery & equipment	250,000	411,897	-	-	411,897	411,897	-	-
Pct. 3 - outer loop study	-	763,636	-	-	763,636	763,636	-	-
Pct. 4 - aerial mapping	-	79,230	-	-	79,230	79,230	-	-
Pct. 4 - roads	3,500,000	3,500,000	-	-	3,500,000	3,500,000	-	-
Pct. 4 - machinery & equipment	500,000	497,962	-	-	497,962	497,962	-	-
Pct. 4 - outer loop study	-	327,272	-	-	327,272	327,272	-	-
Pct. 4 - Sugar Road (Owassa to Trenton)	-	262,751	-	-	262,751	262,751	-	-
Right of Way US 281 (SH 495 to Trenton)	-	-	-	-	-	-	-	-
Right of Way FM 2061 (Dicker to Mission Floodway)	-	-	-	-	-	-	-	-
Right of Way BUS 83 PHII (FM 1427 to Showers)	-	-	-	-	-	-	-	-
Right of Way FM 2128 (SH 107 to US 281)	-	-	-	-	-	-	-	-
Right of Way BUS 83 PHI (US 83 to FM 1427)	-	-	-	-	-	-	-	-
Right of Way US 83-Palmview	-	-	-	-	-	-	-	-
Right of Way BUS 83 PHIII (Showers to Penitas)	-	-	-	-	-	-	-	-
Sanitation								
Pct. 1 Landfill - machinery & equipment	250,000	249,691	-	-	249,691	249,691	-	-
Pct. 2 Landfill - machinery & equipment	250,000	90,582	-	-	90,582	90,582	-	-
Pct. 3 Landfill - machinery & equipment	250,000	244,425	-	-	244,425	244,425	-	-
Pct. 4 Landfill - machinery & equipment	250,000	249,500	-	-	249,500	249,500	-	-
Risk Management	25,000	13,486	-	-	13,486	13,486	-	-
Landfill closure	1,400,000	2,003,960	-	-	2,003,960	2,003,960	-	-
Drainage flood control								
Drainage US 281 (SH 495 to Trenton)	-	-	-	-	-	-	-	-
Drainage FM 2128 (SH 107 to US 281)	-	-	-	-	-	-	-	-
Health and welfare								
Health Department-machinery & equipment	72,500	72,500	-	-	72,500	72,500	-	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1331 - Certificates of Obligation, Series 2001
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
Culture-recreation								
Pct. 1 Parks - machinery & equipment	250,000	101,224	-	-	101,224	101,224	-	-
Pct. 2 Parks - machinery & equipment	250,000	151,605	-	-	151,605	151,605	-	-
Pct. 3 Parks - machinery & equipment	250,000	67,013	-	-	67,013	67,013	-	-
Pct. 4 Parks - machinery & equipment	-	-	-	-	-	-	-	-
Conservation of natural resources								
Texas Coop Extension - machinery & equipment	37,000	40,218	-	-	40,218	40,218	-	-
Urban and economic development								
Pct. 2 Community Resource Center	-	803,466	-	-	803,466	803,466	-	-
Issuance costs	483,000	455,163	-	-	455,163	455,163	-	-
Bond discount	-	847	-	-	847	847	-	-
Transfers out - Design purpose level 7	-	427,169	-	-	427,169	427,169	-	-
Transfer out - TXDOT	-	870,365	7,074	10,287	499,807	510,095	-	360,270
Total F1331 - Cert. of Oblig., Series 2001	25,675,000	26,693,039	7,074	10,287	26,303,797	26,314,084	13,295	365,661

County of Hidalgo, Texas
Budget Status by Project
Fund 1332 - Certificates of Obligation, Series 2002
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
County Court at Law 2 - office equipment	-	7,422	-	-	7,422	7,422	-	-
JP Pct. 2, Place 1 - computer equipment	1,000	1,000	-	-	1,000	1,000	-	-
District Clerk	-	19,300	-	-	19,300	19,300	-	-
County Court at Law 5 - building renovation	385,100	9,450	-	-	9,450	9,450	-	-
Auxiliary Court A - building renovation	-	8,426	-	-	8,426	8,426	-	-
Auxiliary Court B - building renovation	-	7,520	-	-	7,520	7,520	-	-
Elections - building renovation	-	25,580	-	-	25,580	25,580	-	-
IT Dept	126,238	199,756	-	-	199,756	199,756	-	-
Pct. 2 - Tax office	-	392,492	-	-	392,492	392,492	-	-
Purchasing - machinery & equipment	33,500	37,973	-	-	37,973	37,973	-	-
County Auditor - machinery & equipment	85,000	79,499	-	-	79,499	79,499	-	-
Human Resources - machinery & equipment	10,000	9,790	-	-	9,790	9,790	-	-
Pct. 1 - Multi-Purpose Center - building renovation	600,000	692,399	-	-	692,399	692,399	-	-
Pct. 3 - Multi-Purpose Center - building renovation	750,000	1,698,859	-	-	1,698,859	1,698,859	-	-
Planning - machinery & equipment	67,012	3,156	-	-	3,156	3,156	-	-
Fac Management - Admin Buiding - add & renov	-	-	-	-	-	-	-	-
Risk Management - building renovation	545,000	252,403	-	-	252,403	252,403	-	-
Risk Management - machinery & equipment	152,000	-	-	-	-	-	-	-
Public safety								
Courthouse basement - renovation	414,900	459,118	-	-	459,118	459,118	-	-
Sheriff - vehicles	607,236	776,827	-	-	776,827	776,827	-	-
Constable Pct. 1 - vehicles	30,000	30,032	-	-	30,032	30,032	-	-
Constable Pct. 3 - vehicles	86,863	30,015	-	-	30,015	30,015	-	-
Constable Pct. 4 - vehicles	21,500	21,010	-	-	21,010	21,010	-	-
Constable Pct. 5 - machinery & equipment	68,350	58,782	-	-	58,782	58,782	-	-
Fire Marshal - equipment	-	9,482	-	-	9,482	9,482	-	-
New Adult Probation Building	-	101,950	-	-	101,950	101,950	-	-
Juvenile Detention Center	236,328	898,057	-	-	898,057	898,057	-	-
Highways and streets								
FEMA	-	24,580	-	-	24,580	24,580	-	-
Pct. 1 - roads	3,500,000	2,886,404	-	-	2,886,404	2,886,404	-	-
Pct. 2 - roads	1,500,000	156,520	-	-	156,520	156,520	-	-
Pct. 2 - outer loop phase 1	-	183,438	-	-	183,438	183,438	-	-
Pct. 3 - roads & machinery & equipment	3,248,400	1,859,101	-	-	1,859,101	1,859,101	-	-
Pct. 4 - roads	1,500,000	1,359,897	-	-	1,359,897	1,359,897	-	-
Pct. 4 - outer loop	-	216,548	-	-	216,548	216,548	-	-
Sanitation								
Pct. 3 Landfill - engineering services	20,000	-	-	-	-	-	-	-
Pct. 4 Landfill - engineering services	1,670,000	1,715,423	-	-	1,715,423	1,715,423	-	-
Drainage flood control								
Raymondville Drainage - engineering services	5,000,000	4,220,707	-	-	4,220,707	4,220,707	-	-
TXDOT Drainage	-	-	-	-	-	-	-	-
Culture - recreation								
Pct. 4 Parks - buildings	300,000	288,028	-	-	288,028	288,028	-	-
Issuance costs	415,316	404,335	-	-	404,335	404,335	-	-
Transfers out - Capital Outlay	-	1,113,601	-	-	1,112,441	1,112,441	-	1,160
Transfers out - TXDOT	-	2,505,808	-	-	2,505,130	2,505,130	-	677
Total F1332 - Cert. of Oblig., Series 2002	21,373,743	22,764,689	-	-	22,762,851	22,762,851	-	1,838

County of Hidalgo, Texas
Budget Status by Project
Fund 1334 - Certificates of Obligation, Series 2004
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Bennett building add & renov	-	-	-	-	-	-	-	-
Horizon building add & renov	-	-	-	-	-	-	-	-
Fac Mgmt- Courthouse - building R&M	-	585,575	-	-	585,575	585,575	-	-
Elections - software & other equipments	2,322,272	214,981	-	-	214,981	214,981	-	-
Elections - buildings add & renov	-	15,352	-	-	15,352	15,352	-	-
IT Dept	-	1,224,587	-	-	1,224,587	1,224,587	-	-
Pct. 2 Tax Office building	-	612,161	-	132	603,505	603,637	3,763	4,761
Pct. 3 CRC building	-	-	-	-	-	-	-	-
Pct. 4 JP & License - building (Planning)	-	-	-	-	-	-	-	-
Fac Mgmt- Weslaco Boot Camp & Health Clinic	3,000,000	34,016	-	-	34,016	34,016	-	-
Fac Mgmt- Admin Buildings	-	894,150	-	-	894,150	894,150	-	-
Fac Mgmt- old Jail	-	123,511	-	-	123,511	123,511	-	-
Fac Mgmt- vehicles	-	72,078	-	-	72,078	72,078	-	-
Fac Mgmt- parking lot	-	-	-	-	-	-	-	-
Public safety								
Sheriff - vehicles	-	49,905	-	-	49,905	49,905	-	-
Const Pct. 1 - vehicles	-	49,924	-	-	49,924	49,924	-	-
Const Pct. 2 - vehicles	-	25,027	-	-	25,027	25,027	-	-
Const Pct. 3 - vehicles	-	75,856	-	-	75,856	75,856	-	-
Const Pct. 4 - vehicles	-	49,792	-	-	49,792	49,792	-	-
Const Pct. 5 - vehicles	-	25,667	-	-	25,667	25,667	-	-
Fac Mgmt- Sally Port	-	592,598	-	-	592,598	592,598	-	-
Weslaco Boot Camp	-	-	-	-	-	-	-	-
Juvenile Detention Center	12,500,000	16,623,656	-	-	16,623,656	16,623,656	-	-
Highways and streets								
Pct. 1 - Roads	1,800,000	1,691,062	-	-	1,683,243	1,683,243	-	7,819
Pct. 2 - New Admin Building	1,500,000	1,286,086	-	148	1,268,192	1,268,340	13,379	4,368
Pct. 2 - County Shop	-	106,982	-	-	106,982	106,982	-	-
Pct. 3 - Roads	2,800,000	217,615	-	-	217,615	217,615	-	-
Pct. 4 - Roads	1,200,000	-	-	-	-	-	-	-
Pct. 4 - Trenton Road (US 281 to FM 491)	-	500,000	-	-	500,000	500,000	-	-
Pct. 4 - Trenton Road (I RD to FM 493)	-	-	-	-	-	-	-	-
Pct. 4 - Wallace Road (FM 1925 to FM 490)	-	-	-	-	-	-	-	-
Fac Mgmt- Catwalk - Pct. 1-building add & renov	-	42,268	-	-	42,268	42,268	-	-
Fac Mgmt- Pct. 3 Maint building-building add & renov	-	41,950	-	-	41,950	41,950	-	-
Sanitation								
Pct. 3 Landfill - engineering services	700,000	2,229,850	-	-	2,229,850	2,229,850	-	-
Health and welfare								
Pct. 2 WIC/HHS building	-	1,751,223	-	226	1,738,573	1,738,799	7,701	4,724
Edinburg WIC - building add & renov	-	55,950	-	-	55,950	55,950	-	-
Mission WIC - building add & renov	-	85,825	-	-	85,825	85,825	-	-
Health Dept - Pharr	2,200,000	-	-	-	-	-	-	-
Health Dept - Edinburg	900,000	1,163,642	-	-	1,163,370	1,163,370	-	272
Health Dept - McAllen	200,000	167,109	-	-	167,109	167,109	-	-
Health Dept - Weslaco	200,000	184,731	-	-	184,731	184,731	-	-
Health Dept - vehicles	-	13,064	-	-	13,064	13,064	-	-
Health Dept - Mission	-	-	-	-	-	-	-	-
Health Dept - Elsa	-	-	-	-	-	-	-	-
Health Dept - Hidalgo	-	-	-	-	-	-	-	-
Fac Mgmt- Mansion	-	31,029	-	-	31,029	31,029	-	-
Culture - recreation								
Pct. 2 Parks - buildings	500,000	-	-	-	-	-	-	-
Pct. 1 Parks - Delta Lake building	-	150,638	-	-	150,638	150,638	-	-
Conservation of natural resources								
Texas Coop Extension - building R&M	-	72,984	-	-	72,984	72,984	-	-
Issuance costs	200,000	189,267	-	-	189,267	189,267	-	-
Transfers out - Capital outlay	-	1,176,335	-	-	1,153,805	1,153,805	-	22,530
Transfers out - TXDOT	-	3,906,007	-	-	3,906,007	3,906,007	-	-
Total F1334 - Cert. of Oblig., Series 2004	30,022,272	36,332,454	-	505	36,262,633	36,263,139	24,843	44,473

County of Hidalgo, Texas
Budget Status by Project
Fund 1336 - Certificates of Obligation, Series 2006
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Pct. 2 - JP/Constables - buildings	-	1,412,598	-	168	1,364,621	1,364,789	6,716	41,093
Fac Mgmt - Courthouse - building R&M	-	899,383	-	-	899,382	899,382	-	1
Fac Mgmt - Crts/old Juvenile Detention-bldg add&renov	400,000	-	-	-	-	-	-	-
Fac Mgmt - Auxiliary CRT - building add & renov	-	45,752	-	-	45,752	45,752	-	-
Fac Mgmt - Election - building add & renov	-	380,377	-	-	380,377	380,377	-	-
IT Dept	365,000	221,403	-	-	221,403	221,403	-	-
Pct. 1 - Multi-Purpose Center - other structures	-	26,313	-	-	19,735	19,735	-	6,578
Pct. 4 - Criminal Justice Center - buildings	400,000	-	-	-	-	-	-	-
Fac Mgmt - Admin Building-100 E Cano-parking lot	3,500,000	16,435	-	-	8,217	8,217	8,218	-
Fac Mgmt - Other Major Buildings	850,000	54,215	-	-	54,215	54,215	-	-
Fac Mgmt - Courthouse Additional Parking Lot	-	7,342,692	-	-	7,324,919	7,324,919	17,772	-
Fac Mgmt - Admin Building-100 E Cano-bldg add&renov	-	3,148,378	-	-	1,089,123	1,089,123	35,042	2,024,212
Public safety								
Fac Mgmt - Constable Pct. 1 - building	-	930,256	8,066	28,035	67,612	95,648	69,636	764,972
Fac Mgmt - Sheriff - Evidence - building add & renov	-	40,280	-	-	40,280	40,280	-	-
Sheriff Substation Pct. 1 - buildings	3,000,000	3,000,000	826,624	1,364,028	431,998	1,796,026	1,185,674	18,300
Juvenile Detention Center	547,585	579,882	-	-	579,882	579,882	-	-
Highways and streets								
County wide	-	579,340	-	-	579,340	579,340	-	-
Pct. 1 - Roads	3,819,000	3,337,070	-	-	3,285,200	3,285,200	-	51,870
Pct. 1 - FM 493 (Mile 10 N to SH 107) - aid to other govt	-	1,690,000	63,948	173,991	1,325,453	1,499,444	189,506	1,050
Pct. 1 - Mile10 N (Mile4W-E 1215') Widening	-	60,000	-	-	-	-	-	60,000
Pct. 2 - Roads	2,000,000	764,465	-	-	763,964	763,964	-	500
Pct. 3 - Roads	3,828,000	1,900,982	-	-	1,900,982	1,900,982	-	-
Pct. 3 - La Homa Road (SH 495 to FM 1924)	-	1,132,516	-	2,750	1,126,466	1,129,216	3,300	-
Pct. 3 - Wallace Road (FM 1925 to FM 490)	-	-	-	-	-	-	-	-
Pct. 3 - Mile 3 N (Tomgill to FM 2221)	-	138,467	-	-	93,465	93,465	45,002	-
Pct. 3 - Mile 4 N (Tomgill to FM 2221)	-	241,947	-	-	241,356	241,356	350	241
Pct. 3 - Circle 6 Road (N & S of Mile 4N)	-	13,087	-	-	12,952	12,952	-	135
Pct. 4 - Sugar Road (Owassa to Trenton)	-	287,249	-	-	287,249	287,249	-	-
Pct. 4 - Roads	2,700,000	2,424,159	-	-	2,424,159	2,424,159	-	-
Pct. 4 - 10th Street (SH 107 to FM 1925)	-	899,752	-	-	873,666	873,666	-	26,086
Pct. 4 - Trenton Road (I RD to FM 493)	-	-	-	-	-	-	-	-
Pct. 4 - Wallace Road (FM 1925 to FM 490)	-	-	-	-	-	-	-	-
Pct. 4 - FM1925 (Kenyon-FM907)	-	500,000	-	117,895	149,425	267,320	162,280	70,400
Sanitation								
Pct. 1 - Landfill	-	309,208	-	-	309,208	309,208	-	-
Pct. 3 - Landfill	-	684,689	-	-	684,689	684,689	-	-
Pct. 4 - Landfill	-	129,685	-	-	129,685	129,685	-	-
Health and welfare								
Health Dept - Pharr	-	-	-	-	-	-	-	-
Health Dept - Edinburg	-	126,715	-	-	126,715	126,715	-	-
Health Dept - McAllen	-	95,942	-	-	95,942	95,942	-	-
Health Dept - Weslaco	-	80,606	-	-	80,606	80,606	-	-
Health Dept - Other equipment	250,000	145,385	-	-	145,385	145,385	-	-
Health Dept - Mission	-	165,157	-	-	165,157	165,157	-	-
Health Dept - Elsa	-	22,557	-	-	22,557	22,557	-	-
Health Dept - Hidalgo	-	35,507	-	-	35,507	35,507	-	-
Mansion-building add & renov	-	450,069	-	-	450,069	450,069	-	-
Head Start Kitchen	-	771,140	-	-	771,140	771,140	-	-
Urban and economic development								
Pct. 1 CRC Progreso - building add & renov	-	94,550	-	-	94,550	94,550	-	-
Issuance costs	611,282	611,282	-	-	611,282	611,282	-	-
Transfer Out - Capital Outlay	1,900,000	2,277,257	-	-	2,268,217	2,268,217	-	9,040
Transfer Out - TXDOT Projects	2,453,000	4,470,203	53,017	127,294	3,955,575	4,082,870	-	387,334
Total F1336 - Cert. of Oblig., Series 2006	26,623,867	42,536,947	951,654	1,814,162	35,537,475	37,351,637	1,723,497	3,461,813

County of Hidalgo, Texas
Budget Status by Project
Fund 1339 - Certificates of Obligation, Series 2009
Project Inception to August 31, 2012

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
Highways and streets								
Pct. 1 Drainage Improvement	2,856,000	1,216,547	-	-	1,216,133	1,216,133	-	414
Pct. 1 FM 493 (US 281 to BUS 83) - aid to other govt	1,144,000	1,145,250	-	48,000	1,066,000	1,114,000	30,000	1,250
Pct. 1 W Mile 4 W (Mile 12 N to Mile13½ N) Drainage	-	499,671	-	-	499,632	499,632	-	38
Pct. 1 20 miles of 80.25 miles Drainage	-	967,221	-	-	967,221	967,221	-	-
Pct. 1 Pond (Mile 21 N & Mile 5½ W)	-	108,957	-	-	108,857	108,857	-	100
Pct. 1 Victoria (Mile 9½ N to Mile 12 N) - Road	-	-	-	-	-	-	-	-
Pct. 1 E Mile 4 W (US 281 to IBWC) Drainage	-	33,380	-	-	33,380	33,380	-	-
Pct. 1 W Mile 4 W (Mile 15 N to SH 107) Drainage	-	15,282	-	-	15,282	15,282	-	-
Pct. 1 Estancia Drainage	-	44,228	-	-	32,065	32,065	12,163	-
Pct. 1 Olivares #2 & Chapa #2 Drainage	-	44,716	-	-	38,135	38,135	-	6,581
Pct. 1 E Mile 4 W (Mile 12 N to Mile 13½ N) Drainage	-	65,962	-	-	49,847	49,847	6,581	9,534
Pct. 1 W Mile 4 W (SH 107 to FM 1925) Drainage	-	98,823	-	-	98,823	98,823	-	-
Pct. 1 W Mile 4 W (Mile 13½ N to Mile 15 N) Drainage	-	35,963	-	-	35,963	35,963	-	-
Pct. 1 W FM 493 (IBWC to US 83) Drainage	-	69,316	-	-	69,316	69,316	-	-
Pct. 1 W Mile 5 W (Mile 20 N to FM 2812) Drainage	-	16,400	-	-	16,400	16,400	-	-
Pct. 1 E Mile 4 W (Mile 13½ N to Mile 15 N) Drainage	-	16,773	-	-	16,773	16,773	-	-
Pct. 1 E Mile 4 W (Mile 10 N to Mile 12 N) Drainage	-	22,936	-	-	22,936	22,936	-	-
Pct. 1 E Mile 4 W (US 83 to Mile 10 N) Drainage	-	103,877	-	-	103,877	103,877	-	-
Pct. 1 E Mile 2 W (FM 1925 to FM 1921) Drainage	-	11,218	-	-	11,218	11,218	-	-
Pct. 1 E Mile 4 W (SH 107 to FM 1925) Drainage	-	60,949	-	-	60,949	60,949	-	-
Pct. 1 E Mile 4 W (Mile 15 N to SH 107) Drainage	-	13,036	-	-	13,036	13,036	-	-
Pct. 1 W Mile 4 W (IBWC to US 83) Drainage	-	163	-	-	163	163	-	-
Pct. 1 Bar Ditches	-	267,799	-	-	267,799	267,799	-	-
Pct. 1 La Villa Drain	-	62,269	-	-	58,507	58,507	-	3,762
Pct. 1 Weslaco Drain	-	8,031	-	-	7,301	7,301	-	730
Pct. 1 IBWC Floodway	-	21,120	-	-	20,280	20,280	-	841
Pct. 1 Mercedes Lateral	-	1,512	-	-	1,375	1,375	-	137
Pct. 1 HCCID#9 Drain Channel-Drainage	-	48,600	-	-	48,084	48,084	-	516
Pct. 2 Tower Road Drainage (El Gato to Rancho Blanco)	-	914,709	60,203	272,392	546,419	818,811	47,534	48,365
Pct. 2 Drainage Improvement	4,000,000	274,168	-	-	274,168	274,168	-	-
Pct. 2 L.J. Drainage (S of Owassa)	-	953,100	-	-	805,127	805,127	-	147,973
Pct. 2 Cesar Chavez Drainage (1Mile E Tower)	-	1,138,711	-	-	894,386	894,386	96,134	148,191
Pct. 2 Southfork Estates Drainage	-	603,633	-	4,694	499,569	504,263	99,261	109
Pct. 2 L.J. Pond	-	330,395	-	-	330,395	330,395	-	-
Pct. 2 Tower Road Crossing-Drainage	-	73,578	-	-	68,429	68,429	5,149	-
Pct. 3 La Homa (SH 495 to FM 1924) - Road	-	355,228	-	-	355,228	355,228	-	-
Pct. 3 Drainage Improvement	4,000,000	2,276,227	-	-	2,188,151	2,188,151	-	88,075
Pct. 3 Moore Field / Mile 5 N Drainage	-	108,617	-	-	108,617	108,617	-	-
Pct. 3 Prairie View Heights PH I Drainage	-	300,000	-	-	220,788	220,788	17,931	61,280
Pct. 3 Prairie View Heights PH II Drainage	-	300,000	-	-	21,243	21,243	41,270	237,487
Pct. 3 Stewart Road Outfall	-	350,000	-	-	36,983	36,983	12,328	300,689
Pct. 3 Acevedo Subd#4 & Monte Bonito Subd Outfall	-	147,912	-	-	147,912	147,912	-	-
Pct. 3 Bentsen Palm Drive-Drainage	-	584,187	-	19,071	367,703	386,774	69,162	128,251
Pct. 3 Mile 2 N & Abram Road-Drainage	-	178,300	-	-	144,470	144,470	6,989	26,840
Pct. 3 Moorefield-La Suena-Drainage	-	79,735	-	20,271	-	20,271	8,688	50,776
Pct. 4 Drainage Improvement	8,000,000	1,022,390	-	-	1,022,390	1,022,390	-	-
Pct. 4 Aguilar Pond	-	1,229,636	-	-	1,229,636	1,229,636	-	-
Pct. 4 Fike Pond	-	763,067	-	-	763,067	763,067	-	-
Pct. 4 Alamo Acres Pocket Drainage	-	125,967	-	36	125,931	125,967	-	-
Pct. 4 Damian Acres Pocket Drainage	-	123,657	-	28	123,569	123,597	-	60
Pct. 4 Diana Estates Pocket Drainage	-	36,643	-	-	36,643	36,643	-	-
Pct. 4 Kaylen Heights Pocket Drainage	-	236,651	-	-	236,651	236,651	-	-
Pct. 4 Owassa Acres Pocket Drainage	-	2,250	-	-	2,250	2,250	-	-
Pct. 4 Tower Road (Alberta to Trenton) Pocket Drainage	-	10,300	-	-	10,300	10,300	-	-
Pct. 4 FM 2812 & FM 493 Pocket Drainage	-	4,800	-	-	4,800	4,800	-	-
Pct. 4 Holmes Road Pocket Drainage	-	4,000	-	-	4,000	4,000	-	-
Pct. 4 Dickerson Pond	-	3,768,283	-	-	3,765,447	3,765,447	-	2,836
Pct. 4 North Branch Drain	-	672,715	-	-	672,668	672,668	-	46
Pct. 4 San Carlos Drain	-	62,337	-	-	62,337	62,337	-	-
Pct. 4 Schunior Drain	-	65,050	-	-	65,050	65,050	-	-
Pct. 4 Curry Drain	-	97,289	-	-	97,289	97,289	-	-
Pct. 4 Tex - Mex Drain	-	7,500	-	-	7,500	7,500	-	-
Pct. 4 Alamo Brisas Pocket Drainage	-	67,278	-	68	67,210	67,278	-	-
Pct. 4 Alberta Road Pocket Drainage	-	-	-	-	-	-	-	-
Pct. 4 Hoehn Sub Pocket Drainage	-	13,900	-	-	13,900	13,900	-	-
Pct. 4 Tex - Mex Road & SH 107 Pocket Drainage	-	6,212	-	-	6,212	6,212	-	-
Pct. 4 Trenton & Alamo Road Pocket Drainage	-	9,145	-	-	9,145	9,145	-	-
Pct. 4 Owassa Road(Alamo-Cesar Chavez) Pocket Drainage	-	7,235	-	-	7,235	7,235	-	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1339 - Certificates of Obligation, Series 2009
Project Inception to August 31, 2012

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
Expenditures and Other Financing Uses	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Pct. 4 Guerra Pond	-	248,159	-	-	248,159	248,159	-	-
Pct. 4 Verle Cray Curry Rd Pond	-	140,034	-	-	140,034	140,034	-	-
Pct. 4 Verle Cray Curve Rd Pond	-	121,718	-	-	121,718	121,718	-	-
Pct. 4 Dickerson Pond to Schunior Drain	-	49,200	-	-	49,200	49,200	-	-
Pct. 4 Diana Estates to Curry Drain	-	46,991	-	48	46,943	46,991	-	-
Pct. 4 Gonzalez Pond	-	145,066	-	-	145,066	145,066	-	-
Pct. 4 Hoehn Drain	-	43,390	-	-	43,390	43,390	-	-
Pct. 4 Tower Heights Drainage	-	5,919	-	-	5,919	5,919	-	-
Pct. 4 Bandera Estates Drainage	-	4,800	-	-	4,800	4,800	-	-
Pct. 4 Alamo & Mile 17½ Drainage	-	2,200	-	-	2,200	2,200	-	-
Pct. 4 Trenton Drain	-	90,982	-	-	90,982	90,982	-	-
Pct. 4 Four Queens Subdivision Drainage	-	5,695	-	-	5,695	5,695	-	-
Pct. 4 Faysville Pump	-	35,216	-	-	35,216	35,216	-	-
Issuance costs	487,434	487,434	-	-	487,434	487,434	-	-
Transfers Out - TXDOT Projects	-	980,688	321,562	502,754	364,385	867,139	-	113,549
Total F1339 - Cert. of Oblig., Series 2009	20,487,434	24,712,296	381,764	867,362	22,013,313	22,880,676	453,190	1,378,430

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
By Precincts	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Pct. 1 Drainage Projects	2,856,000	3,854,750	-	-	3,813,353	3,813,353	18,744	22,653
Pct. 1 Road Projects	1,144,000	1,145,250	-	48,000	1,066,000	1,114,000	30,000	1,250
Pct. 1 TXDOT Road Projects	-	4,988	-	2,081	2,907	4,988	-	-
Total Pct. 1	4,000,000	5,004,988	-	50,081	4,882,260	4,932,340	48,744	23,903
Pct. 2 Drainage Projects	4,000,000	4,288,293	60,203	277,086	3,418,493	3,695,579	248,078	344,637
Pct. 2 Road Projects	-	-	-	-	-	-	-	-
Pct. 2 TXDOT Road Projects	-	413,046	270,357	362,957	13,499	376,456	-	36,590
Total Pct. 2	4,000,000	4,701,339	330,560	640,043	3,431,992	4,072,035	248,078	381,227
Pct. 3 Drainage Projects	4,000,000	4,324,977	-	39,342	3,235,868	3,275,210	156,369	893,398
Pct. 3 Road Projects	-	355,228	-	-	355,228	355,228	-	-
Pct. 3 TXDOT Road Projects	-	552,145	50,964	137,476	339,819	477,294	-	74,850
Total Pct. 3	4,000,000	5,232,350	50,964	176,818	3,930,915	4,107,733	156,369	968,249
Pct. 4 Drainage Projects	8,000,000	9,275,675	-	180	9,272,552	9,272,732	-	2,943
Pct. 4 Road Projects	-	-	-	-	-	-	-	-
Pct. 4 TXDOT Road Projects	-	10,510	241	241	8,160	8,401	-	2,109
Total Pct. 4	8,000,000	9,286,185	241	421	9,280,712	9,281,134	-	5,051
Issuance costs	487,434	487,434	-	-	487,434	487,434	-	-
Total F1339 - Cert. of Oblig., Series 2009	20,487,434	24,712,296	381,764	867,362	22,013,313	22,880,676	453,190	1,378,430

County of Hidalgo, Texas
Budget Status by Project
Fund 1341 - Certificates of Obligation, Series 2009B&C
Project Inception to August 31, 2012

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
Expenditures and Other Financing Uses	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Highways and streets								
Pct. 4 FM 1925 (Kenyon to FM 907) - aid to other govt.	-	221,040	-	-	-	-	-	221,040
Raymondville Drain	7,350,000	8,350,000	147,361	460,358	5,825,354	6,285,712	1,804,579	259,709
J-09 Drainage Project	2,750,000	1,750,000	-	104,112	1,091,400	1,195,512	60,009	494,479
HCDD#1 - machinery & equipment	2,014,242	1,793,202	-	-	1,649,635	1,649,635	2,990	140,577
Issuance costs	280,292	339,887	-	-	339,887	339,887	-	-
Total F1341 - Cert. of Oblig., Series 2009B&C	12,394,534	12,454,129	147,361	564,470	8,906,277	9,470,746	1,867,578	1,115,805

County of Hidalgo, Texas
Budget Status by Project
Fund 1342 - Certificates of Obligation, Series 2010A&B
Project Inception to August 31, 2012

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
Expenditures and Other Financing Uses	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
General government								
Pct. 2 JP/Constables - buildings	-	5,189	-	-	5,189	5,189	-	-
Fac Mgmt - Courthouse - 100 N Closner - bldg add&renov	3,615,000	2,365,000	-	-	-	-	-	2,365,000
Pct. 2 Tax Office - buildings	-	5,189	-	-	5,189	5,189	-	-
Fac Mgmt - Admin Building - 100 E Cano - bldg add&renov	3,481,000	3,481,000	-	-	-	-	-	3,481,000
Fac Mgmt - Mediplex - 1615 S Closner - buildings	2,850,000	1,517,340	-	-	-	-	-	1,517,340
Fac Mgmt - Restitution Center - bldg add & renov	-	133,413	8,497	8,497	-	8,497	97,472	27,444
Fac Mgmt - Courts Modular - buildings	-	999,247	-	-	-	-	990,601	8,646
Fac Mgmt - Morgue/old Juv Det-3100 S Bus 281-bldg add&renov	760,000	760,000	14,305	84,113	395,382	479,495	243,678	36,827
Public safety								
Sheriff Substation Pct. 1 - buildings	1,275,000	1,275,000	92,915	941,929	-	941,929	241,009	92,062
Highways and streets								
Pct. 1 Roads	3,817,994	1,520,583	44,750	48,979	1,083,780	1,132,759	-	387,824
Pct. 1 FM 493 (US 281 to BUS 83) - aid to other govt	-	566,680	33,532	121,989	311,109	433,097	133,582	-
Pct. 1 Mile 17 N (FM 88 to FM 1015) - roads	182,006	1,185,308	475	152,844	431,055	583,900	382,256	219,152
Pct. 1 Pleasantview (S. 11 to 34 st)	-	166,638	-	-	149,974	149,974	16,664	-
Pct. 1 Bar Ditches	-	200,430	11,214	95,909	93,333	189,242	-	11,188
Pct. 1 HCCID#9 Channels	-	102,950	8,308	39,455	53,343	92,798	-	10,152
Pct. 1 Colonia Lucero Del Norte	-	61,921	-	-	43,000	43,000	13,921	5,000
Pct. 1 Colonia Adams & Black	-	36,695	-	-	26,755	26,755	9,940	-
Pct. 1 Valdez (Armando to Ditch) - roads	-	64,664	4,732	4,732	-	4,732	53,074	6,858
Pct. 1 Minnesota (Goolie to Dillon) - roads	-	76,354	-	-	-	-	70,332	6,022
Pct. 2 New Admin Building	-	26,813	-	-	25,568	25,568	-	1,244
Pct. 2 Tower Road (Moore to Bali) - roads	1,200,000	290,307	-	-	221,150	221,150	-	69,157
Pct. 2 L.J. Drain (S of Owassa)	-	254,720	-	450	210,577	211,027	-	43,693
Pct. 2 Cesar Chavez Drain	-	1,200,000	-	-	276,544	276,544	14,364	909,093
Pct. 2 Tower Road (Owassa to Sioux) - roads	1,000,000	468,871	-	-	347,079	347,079	75,653	46,139
Pct. 2 Compound - mechanic shop - land	625,000	404,431	-	-	168,526	168,526	-	235,905
Pct. 2 Cesar Chavez (Owassa to Sioux) - roads	1,000,000	290,537	-	-	-	-	-	290,537
Pct. 2 Minnesota Drain	-	862,259	88,768	158,202	141,211	299,413	42,974	519,872
Pct. 3 La Homa Road (SH 495 to FM 1924)	2,600,000	1,388,048	42,770	304,270	-	304,270	678,730	405,048
Pct. 3 Admin Facilities - ROW/Planning - buildings	1,060,000	209,259	-	-	-	-	-	209,259
Pct. 3 Drainage Equipment Yard - land	275,000	288,741	-	-	288,741	288,741	-	-
Pct. 3 Mile 2 N (Moorefield to La Homa)-roads	-	490,606	4,421	168,373	121,960	290,333	200,273	-
Pct. 3 Mile 2 N (Moorefield to Inspiration)-aid to other govt	-	456,500	5,441	255,694	-	255,694	93,650	107,156
Pct. 3 Liberty/Tom Gill (US 83 to FM2221) -roads	-	567,768	-	-	-	-	-	567,768
Pct. 3 US 83/La Joya Relief Route-aid to other govt	-	200,000	-	-	-	-	-	200,000
Pct. 4 Drainage Improvement	2,600,000	441,922	-	-	-	-	-	441,922
Pct. 4 Aguilar Pond	-	-	-	-	-	-	-	-
Pct. 4 Fike Pond	-	41,295	-	-	16,054	16,054	25,240	-
Pct. 4 Alamo Acres Pocket Drainage	-	36	-	-	-	-	-	36
Pct. 4 Damian Acres Pocket Drainage	-	60	-	-	-	-	-	60
Pct. 4 Diana Estates Pocket Drainage	-	101	-	-	53	53	-	48
Pct. 4 Kaylen Heights Pocket Drainage	-	4,864	-	-	4,864	4,864	-	-
Pct. 4 Dickerson Pond	1,400,000	2,495,516	24,113	146,811	2,348,692	2,495,503	-	12
Pct. 4 North Branch Drain	-	623,061	42,400	138,540	480,601	619,141	-	3,920
Pct. 4 San Carlos Drain	-	-	-	-	-	-	-	-
Pct. 4 Schunior Drain	-	45,200	-	-	41,200	41,200	-	4,000
Pct. 4 Curry Drain	-	14,891	-	-	14,891	14,891	-	-
Pct. 4 Tex - Mex Drain	-	2,400	-	-	2,400	2,400	-	-
Pct. 4 Alamo Brisas Pocket Drainage	-	103	-	-	35	35	-	68
Pct. 4 Hoehn Subdivision-Drainage	-	941	-	-	941	941	-	-
Pct. 4 Hoehn Drain	-	2,617	-	-	2,617	2,617	-	-
Pct. 4 Tower Heights Drainage	-	1,600	-	-	1,600	1,600	-	-
Pct. 4 Bandera Estates Drainage	-	1,317	-	-	1,317	1,317	-	-
Pct. 4 Trenton Drain	-	55,227	-	-	55,227	55,227	-	-
Pct. 4 Four Queens Subdivision Drainage	-	1,317	-	-	1,317	1,317	-	-
Pct. 4 Faysville Pump	-	117,532	-	-	117,532	117,532	-	-
Pct. 4 New shop-Doolittle	-	1,055,000	-	718	25,255	25,973	26,753	1,002,273
Pct. 4 New Administration Building 2-Doolittle	-	180,000	677	1,395	79,568	80,962	37,574	61,464
Pct. 4 New Warehouse-Doolittle	-	15,000	-	-	-	-	2,917	12,083
Sanitation								
Pct. 3 Sanitation Collection Site	65,000	65,000	-	-	63,114	63,114	-	1,886
Health and welfare								
Pct. 2 WIC/HHS - buildings	-	10,378	-	-	10,378	10,378	-	-
Culture - recreation								
Pct. 2 Lopezville Park	175,000	125,000	-	102,883	4,800	107,683	1,200	16,117
Issuance Costs	476,190	476,190	-	-	453,042	453,042	-	23,149
Transfers Out - Capital Outlay	-	225,000	42,095	223,032	-	223,032	-	1,968
Transfers Out - TXDOT Projects	-	558,162	126,180	126,180	-	126,180	-	431,982
Total F1342 - Cert. of Oblig., Series 2010A&B	28,457,190	28,482,190	595,595	3,124,995	8,124,963	11,249,959	3,451,857	13,780,375

County of Hidalgo, Texas
Budget Status by Project
Fund 1342 - Certificates of Obligation, Series 2010A&B
Project Inception to August 31, 2012

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
By Departments	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Election Warehouse - Capital Outlay	-	225,000	42,095	223,032	-	223,032	-	1,968
Facilities Mgmt	10,706,000	9,256,000	22,802	92,610	395,382	487,992	1,331,751	7,436,257
Sheriff Pct. 1 Substation	1,275,000	1,275,000	92,915	941,929	-	941,929	241,009	92,062
Total Other Departments	11,981,000	10,756,000	157,812	1,257,570	395,382	1,652,952	1,572,760	7,530,288
Pct. 1 Drainage Projects	-	303,380	19,522	135,365	146,676	282,040	-	21,340
Pct. 1 Road Projects	4,000,000	3,678,842	83,489	328,544	2,045,673	2,374,217	679,769	624,856
Pct. 1 TXDOT Road Projects	-	**17,778**	-	-	-	-	-	17,778
Total Pct. 1	4,000,000	4,000,000	103,011	463,909	2,192,348	2,656,257	679,769	663,974
Pct. 2 Drainage Projects	-	2,316,979	88,768	158,652	628,331	786,983	57,338	1,472,658
Pct. 2 Road Projects	3,200,000	1,049,715	-	-	568,229	568,229	75,653	405,833
Pct. 2 New Office Complex	-	47,569	-	-	46,325	46,325	-	1,244
Pct. 2 Mechanic Shop	625,000	404,431	-	-	168,526	168,526	-	235,905
Pct. 2 L.J. Park	175,000	125,000	-	102,883	4,800	107,683	1,200	16,117
Pct. 2 TXDOT Road Projects	-	206,306	126,180	126,180	-	126,180	-	80,126
Total Pct. 2	4,000,000	4,150,000	214,948	387,715	1,416,211	1,803,926	134,191	2,211,883
Pct. 3 Drainage Projects	275,000	288,741	-	-	288,741	288,741	-	-
Pct. 3 Road Projects	2,600,000	3,102,922	52,633	728,337	121,960	850,297	972,653	1,279,972
Pct. 3 ROW/Planning Buildings	1,060,000	209,259	-	-	-	-	-	209,259
Pct. 3 Sanitation Collection Site	65,000	65,000	-	-	63,114	63,114	-	1,886
Pct. 3 TXDOT Road Projects	-	334,078	-	-	-	-	-	334,078
Total Pct. 3	4,000,000	4,000,000	52,633	728,337	473,816	1,202,153	972,653	1,825,194
Pct. 4 Drainage Projects	4,000,000	3,850,000	66,514	285,351	3,089,342	3,374,693	25,240	450,066
Pct. 4 Road Projects	-	-	-	-	-	-	-	-
Pct. 4 New Shop-Doolittle	-	1,055,000	-	718	25,255	25,973	26,753	1,002,273
Pct. 4 New Administration Building 2-Doolittle	-	180,000	677	1,395	79,568	80,962	37,574	61,464
Pct. 4 New Warehouse-Doolittle	-	15,000	-	-	-	-	2,917	12,083
Pct. 4 TXDOT Road Projects	-	-	-	-	-	-	-	-
Total Pct. 4	4,000,000	5,100,000	67,191	287,464	3,194,165	3,481,629	92,485	1,525,887
Issuance costs	476,190	476,190	-	-	453,042	453,042	-	23,149
Total F1342 - Cert. of Oblig., Series 2010A&B	28,457,190	28,482,190	595,595	3,124,995	8,124,963	11,249,959	3,451,857	13,780,375

County of Hidalgo, Texas
Project Summary
Pct. 2 New Administration Office - Complex
Project Inception to August 31, 2012

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1100	-	61,080	61,080	**61,080**	-	-
F1200	-	31,529	31,529	**31,529**	-	-
F1287	-	822,375	822,375	**822,375**	-	-
F1332	-	392,492	392,492	**392,492**	-	-
F1334	1,500,000	2,149,471	3,649,471	**3,610,776**	24,843	13,852
F1336	-	1,412,598	1,412,598	**1,364,789**	6,716	41,093
F1342	-	47,569	47,569	**46,325**	-	1,244
Total	1,500,000	4,917,114	6,417,114	**6,329,365**	31,559	56,190

Vendor	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	JP Constables	Pct 2. Office	Tax Office	WIC HHS	**Total**		
A Clean Portoco	-	**-**	**-**	-	**-**	-	-
Atlas & Hall L.L.P	-	427,769	-	-	**427,769**	-	427,769
Calence LLC DBA Insight Network	-	20,379	13,323	6,939	**40,641**	-	40,641
Central Fence & Supply, Ltd.	-	9,831	-	-	**9,831**	-	9,831
City of Pharr	16,910	11,217	10,248	26,871	**65,246**	-	65,246
D. Wilson Construction Company	1,287,174	1,135,125	1,014,645	1,728,827	**5,165,771**	20,959	5,186,730
Hidalgo County Clerk's Office	26	12	19	39	**96**	-	96
Hidalgo County Drainage District	67	31	50	101	**250**	-	250
Hidalgo County Irrigation	-	250	-	-	**250**	-	250
Leonel Garza JR. & Associates	-	1,000	-	-	**1,000**	1,000	2,000
Magic Valley Electric Co-op	2,339	2,339	2,339	4,678	**11,695**	-	11,695
Millenium Engineers Group, Inc.	20,571	18,629	15,981	24,537	**79,718**	-	79,718
R. Gutierrez Engineering Corp.	12,348	16,949	9,211	18,592	**57,100**	9,600	66,700
Starr Telecommunications, Etc.	37,998	21,698	22,301	15,018	**97,015**	-	97,015
VA Architecture, Inc.	92,542	80,506	72,494	126,441	**371,984**	-	371,984
Valley Land Title., Escrow Agent	-	1,000	-	-	**1,000**	-	1,000
Total	1,469,974	1,746,736	1,160,611	1,952,045	**6,329,365**	31,559	6,360,924

Funds	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	JP Constables	Pct 2. Office	Tax Office	WIC HHS	**Total**		
F1100	3,500	**-**	35,623	21,957	**61,080**	-	61,080
F1200	**-**	31,529	-	**-**	**31,529**	-	31,529
F1287	96,496	421,299	123,669	180,911	**822,375**	-	822,375
F1332	-	-	392,492	**-**	**392,492**	-	392,492
F1334	**-**	1,268,340	603,637	1,738,799	**3,610,776**	24,843	3,635,618
F1336	1,364,789	-	-	**-**	**1,364,789**	6,716	1,371,505
F1342	5,189	25,568	5,189	10,378	**46,325**	-	46,325
Total	1,469,974	1,746,736	1,160,611	1,952,045	**6,329,365**	31,559	6,360,924

FUNDS FROM 1287 EECBG	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	JP Constables	Pct 2. Office	Tax Office	WIC HHS	**Total**		
Energy Conservation Supply	**-**	32,467	27,174	84,416	**144,057**	-	144,057
Wind Turbines/Photovoltaic	**-**	292,337	-	-	**292,337**	-	292,337
Solar Energy System	96,496	96,495	96,495	96,495	**385,981**	-	385,981
Total	96,496	421,299	123,669	180,911	**822,375**	-	822,375

County of Hidalgo, Texas
Project Summary
Precinct 1 - Roads
Project Inception to August 31, 2012

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	523,627	4,023,627	**4,018,236**	-	5,391
F1332	3,500,000	(613,596)	2,886,404	**2,886,404**	-	-
F1334	1,800,000	(108,938)	1,691,062	**1,683,243**	-	7,819
F1336	3,819,000	(481,930)	3,337,070	**3,285,200**	-	51,870
F1342	3,817,994	(2,297,411)	1,520,583	**1,132,759**	-	387,824
Total	16,436,994	(2,978,248)	13,458,746	**13,005,843**	-	452,904

Vendor	Expenditures						Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1334	F1336	F1342	**Total**		
Act Pipe & Supply	-	-	-	14,539	825	**15,364**	-	15,364
Alamo Concrete Products Ltd.	-	-	-	-	10,240	**10,240**	-	10,240
Alamo Sales Corporation	-	-	-	-	102,000	**102,000**	-	102,000
Alcocer Garcia Associates Design Consulting	-	-	2,500	-	-	**2,500**	-	2,500
Anderson Equipment Co.,	-	-	74,624	103,088	-	**177,712**	-	177,712
Chemical Lime, Ltd.	-	-	-	990	-	**990**	-	990
City of Mercedes	-	312,342	-	-	-	**312,342**	-	312,342
Closner Equipment Co.	-	-	-	266,615	-	**266,615**	-	266,615
Dirt Depot & Supplies, Inc.	520	-	-	-	-	**520**	-	520
Dos Land Surveying	-	-	-	38,666		**38,666**	-	38,666
Dos Logistics, Inc.	-	-	-	88,057	-	**88,057**	-	88,057
Dubose Interests, LLC	-	-	-	10,810	-	**10,810**	-	10,810
EN-1 LLC DBA Roadbond Service Co.	-	-	28,243		-	**28,243**	-	28,243
Frontera Materials, Inc.	789,113	348,179	365,581	1,088,144	199,966	**2,790,983**	-	2,790,983
Guerra Construction Co.	-	-	-	-	499,930	**499,930**	-	499,930
Guzman & Munoz Engineering & Surveying					79,200	**79,200**	-	79,200
H & V Equipment, Inc.	-	-	52,681	143,022	-	**195,703**	-	195,703
Hanson Pipe & Precast, Inc.	-	-	-	1,392	17,012	**18,404**	-	18,404
Hughes Supply, Inc.	20,990	6,474	-	-	-	**27,464**	-	27,464
Ingram Compaction, LLC	-	-	-	123,052	-	**123,052**	-	123,052
Internal Revenue Service	-	-	13,533	-	-	**13,533**	-	13,533
International Roadbond Ltd.	-	-	-	19,950	-	**19,950**	-	19,950
Javier Hinojosa Engineering	-	-	-	60,627	-	**60,627**	-	60,627
J.R. Construction	46,575	-	-	-	-	**46,575**	-	46,575
John Blackstead DBA PMI	-	-	75,192	-	-	**75,192**	-	75,192
John Deere Co.,	-	-	-	-	58,346	**58,346**	-	58,346
Koch Material Co.,	85,483	55,696	-	-	-	**141,179**	-	141,179
Lansdowne-Moody Co., Inc.	-	-	-	69,561	-	**69,561**	-	69,561
L & G Engineering Laboratory, LLC	-	-	-	29,386	3,969	**33,354**	-	33,354
Magic valley Concrete, Ltd.	-	-	-	-	539	**539**	-	539
Martin Marietta Materials Southwest, Ltd.	-	-	-	82,812	17,229	**100,041**	-	100,041
M.C. Hauling Services	60,416	-	-	-	-	**60,416**	-	60,416
Moya Dump Truck	33,853	-	-	-	-	**33,853**	-	33,853
National Waterworks	-	-	8,428	2,502	-	**10,930**	-	10,930
Pavement Markings, Inc.	92,430	46,533	46,989	63,690	11,965	**261,607**	-	261,607
Performance Grade Asphalt, LLC	-	-	13,464	61,547	-	**75,011**	-	75,011
Philpott Motors, Ltd.	-	-	-	22,540	-	**22,540**	-	22,540
Power Pro Concrete Cutting, LLC	-	-	-	1,288	-	**1,288**	-	1,288
PSI Professional Services Industries	-	3,893	-	-	-	**3,893**	-	3,893
Professional Service Industries, Inc.	-	4,222	10,618	-	-	**14,840**	-	14,840
Quintanilla, Headly & Associates, Inc.	353,356	-	-	-	-	**353,356**	-	353,356
Raba-Kistner Consultants	1,397	-	-	-	-	**1,397**	-	1,397
Rental Service Corporation	1,640	-	-	-	-	**1,640**	-	1,640
Rio Valley Pipe, Ltd.	-	-	9,357	1,544	11,695	**22,596**	-	22,596
Rodriguez Engineering	700,940	303,944	85,938	259,862	-	**1,350,684**	-	1,350,684
Rush Truck Center	-	-	135,566	257,152	-	**392,718**	-	392,718
S & G Paving Co.,	488,042	1,147,810	300,099	-	-	**1,935,951**	-	1,935,951
Sascon, Inc.	337,042	360,596	-	-	-	**697,638**	-	697,638
Seiver Implement Co.,	-	-	57,129	-	-	**57,129**	-	57,129
Superior Disposal Systems	-	18,000	-	-	-	**18,000**	-	18,000
TEDSI Infrastructure Group, Inc.	645,781	-	258,989	-	-	**904,769**	-	904,769
Texas Department of Transportation	-	4,000	-	-	-	**4,000**	-	4,000
The Monitor	6,429	2,622	1,462	-	-	**10,512**	-	10,512
Triple R Trucking, Inc.	158,736	-	-	-	-	**158,736**	-	158,736
Universal Truckers, Inc.	187,126	237,008	138,895	473,412	75,094	**1,111,536**	-	1,111,536
Valley Caliche Products, Inc.	4,164	35,083	-	-	-	**39,247**	-	39,247
Valley Boring Serivce, LLC	-	-	-	-	44,750	**44,750**	-	44,750
Varmicon Industries, Inc.	4,206	-	3,958	952	-	**9,116**	-	9,116
Total	4,018,236	2,886,404	1,683,243	3,285,200	1,132,759	**13,005,843**	-	13,005,843

County of Hidalgo, Texas
Project Summary
Precinct 2 - Roads
Project Inception to August 31, 2012

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	(1,592,409)	1,907,591	**1,907,591**	-	-
F1332	1,500,000	(1,343,480)	156,520	**156,520**	-	-
F1336	2,000,000	(1,235,535)	764,465	**763,964**	-	500
Total	7,000,000	(4,171,424)	2,828,576	**2,828,076**	-	500

Vendor	F1331	F1332	F1336	**Total**	Encumbrance	Total Expenditures + Encumbrance
Alonzo, Assencion & Maria	10,500	-	-	**10,500**	-	10,500
Anderson Equipment Co Inc	-	-	103,088	**103,088**	-	103,088
Atlas & Hall, L.L.P	135	-	-	**135**	-	135
Bill Granot, Inc.	129,637	-	-	**129,637**	-	129,637
Cantu, Mr. & Mrs. Jose C.	13,500	-	-	**13,500**	-	13,500
Central Ready Mix Concrete	2,324	-	-	**2,324**	-	2,324
Connect Infrastructure & Development	18,375	-	-	**18,375**	-	18,375
Contech Construction	81,852	-	-	**81,852**	-	81,852
Delta Specialties Supply	1,320	-	-	**1,320**	-	1,320
Frontera Materials, Inc.	113,635	-	-	**113,635**	-	113,635
H & V Equipment, Inc.	137,131	-	31,757	**168,888**	-	168,888
Hi-Tech Irrigation Inc.	3,437	-	-	**3,437**	-	3,437
Hidalgo County Irrigation	5,095	-	-	**5,095**	-	5,095
Holt Rental Services	676	-	-	**676**	-	676
J-III Concrete Co, Inc.	740	-	-	**740**	-	740
Jimenez, Fernando & Norma	21,261	-	-	**21,261**	-	21,261
KVS Family Limited	40,552	-	-	**40,552**	-	40,552
Lansdowne-Moody Co, Inc	-	-	98,610	**98,610**	-	98,610
Leonel Garza, Jr. & Associates, LLC	14,200	-	-	**14,200**	-	14,200
Lowe's Bus. Account	243	-	-	**243**	-	243
Martinez, Mr. & Mrs. Alberto C.	6,680	-	-	**6,680**	-	6,680
Martin Farm & Ranch Supply	921	-	-	**921**	-	921
McAllen Construction	32,740	-	-	**32,740**	-	32,740
McCoy's Building Supply	1,339	-	-	**1,339**	-	1,339
Montalvo & Ramirez, Law Office of	28,330	-	-	**28,330**	-	28,330
National Waterworks	976	-	-	**976**	-	976
Noe Gonzalez, JNR	1,000	-	-	**1,000**	-	1,000
R. Gutierrez Engineering	62,154	-	-	**62,154**	-	62,154
Rio Valley Pipe, Ltd.	37,950	-	-	**37,950**	-	37,950
Rush Truck Center	-	156,520	259,184	**415,704**	-	415,704
S & G Paving Co., Inc.	928,415	-	-	**928,415**	-	928,415
Schuster, Carl & Morley	23,137	-	-	**23,137**	-	23,137
Sea Garden Sales DBA SGS Industrial	42	-	-	**42**	-	42
Shepler's	1,180	-	-	**1,180**	-	1,180
South Texas Land Investigations	25,850	-	-	**25,850**	-	25,850
The Home Depot CRC	643	-	-	**643**	-	643
Texas Department of Transportation	18,531	-	-	**18,531**	-	18,531
Tully A. Mayer Limited	14,992	-	-	**14,992**	-	14,992
Universal Truckers, Inc.	70,171	-	-	**70,171**	-	70,171
Valley Caliche Products, Inc.	737	-	-	**737**	-	737
Valley Hardware Co., Inc.	40	-	-	**40**	-	40
Varmicon Industries Inc.	43,933	-	-	**43,933**	-	43,933
Vasquez, Exiquio & Irma	2,772	-	-	**2,772**	-	2,772
W.T. Liston Company	10,448	-	-	**10,448**	-	10,448
Waukesha-Pearce Indusries, Inc.	-	-	271,325	**271,325**	-	271,325
Total	1,907,591	156,520	763,964	**2,828,076**	-	2,828,076

County of Hidalgo, Texas
Project Summary
Precinct 3 - Roads
Project Inception to August 31, 2012

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	155,984	3,655,984	**3,642,690**	13,295	-
F1332	3,248,400	(1,389,299)	1,859,101	**1,859,101**	-	-
F1334	2,800,000	(2,582,385)	217,615	**217,615**	-	-
F1336	3,828,000	(1,927,018)	1,900,982	**1,900,982**	-	-
Total	13,376,400	(5,742,718)	7,633,682	**7,620,388**	13,295	-

Vendor	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1334	F1336	**Total**		
A & E Paving Construction	8,617	-	-	-	**8,617**	-	8,617
Anderson Equipment Co., Inc.	-	170,694	-	-	**170,694**	-	170,694
Art's A & A Truck City USA	-	26,600	-	-	**26,600**	-	26,600
Asphalt Zipper Inc.	-	-	-	91,807	**91,807**	-	91,807
Atlas & Hall, L.L.P., Trustee	-	-	200,020	-	**200,020**	-	200,020
Benny's Caliche Hauling Service	-	42,627	-	-	**42,627**	-	42,627
Brigg's Equipment	-	26,000	-	-	**26,000**	-	26,000
Closner Construction Co.	63,558	-	-	-	**63,558**	-	63,558
Cooper Equipment Company	65,358	-	-	-	**65,358**	-	65,358
Dallas Mack Sales LP	-	75,218	-	-	**75,218**	-	75,218
Dickson Equipment Co., Inc.	-	25,367	-	-	**25,367**	-	25,367
Doggett Heavy Machinery Services, Ltd.	-	-	-	645,286	**645,286**	-	645,286
Frontera Materials, Inc.	123,606	178,878	-	-	**302,484**	-	302,484
Grafco Texas, Inc.	-	32,944	-	-	**32,944**	-	32,944
Hinojosa Engineering, Inc.	-	81,694	-	-	**81,694**	-	81,694
Holt Texas Ltd. DBA Holt Power Systems	-	-	-	467,840	**467,840**	-	467,840
Houghes Supply, Inc.	8,654	-	-	-	**8,654**	-	8,654
Houston-Galveston Area Council	-	38,167	-	-	**38,167**	-	38,167
Javier Hinojosa Engineering	329,421	-	-	-	**329,421**	13,295	342,716
J.C. Brown, Inc.	-	48,688	-	-	**48,688**	-	48,688
J.M. Construction, Inc.	-	-	-	204,722	**204,722**	-	204,722
Jimmy Closner & Sons Construction Co.	342,590	-	-	-	**342,590**	-	342,590
John Deere Government & National Sales	10,990	62,031	-	54,259	**127,280**	-	127,280
Koch Material Co.	10,435	-	-	-	**10,435**	-	10,435
La Joya Water Supply Corp.	-	-	3,225	-	**3,225**	-	3,225
L & G Consulting Engineers, Inc.	1,038	107,456	-	3,822	**112,316**	-	112,316
L & R Precast Concrete Works, Inc.	10,820	-	-	-	**10,820**	-	10,820
Mission Paving Co., Inc.	318,963	76,935	-	-	**395,898**	-	395,898
National Waterworks	8,820	-	-	-	**8,820**	-	8,820
Pavement Markings, Inc.	26,553	8,735	-	2,565	**37,853**	-	37,853
Perez Fence Inc.	-	-	14,370	-	**14,370**	-	14,370
Philpott Motors, Ltd.	14,869	35,988	-	-	**50,857**	-	50,857
Raba-Kistner Consultants, Inc.	13,437	3,368	-	-	**16,805**	-	16,805
R.B. Everett	-	48,408	-	-	**48,408**	-	48,408
Rio Valley Pipe, Ltd.	902	-	-	-	**902**	-	902
Rush Truck Center Pharr Peterbilt	91,619	230,073	-	399,496	**721,188**	-	721,188
Sascon, Inc.	-	353,204	-	-	**353,204**	-	353,204
S & G Paving Co., Inc.	1,230,426	80,472	-	-	**1,310,898**	-	1,310,898
Superior Disposal Systems	50,000	-	-	-	**50,000**	-	50,000
Triple R Trucking, Inc.	35,859	8,434	-	-	**44,294**	-	44,294
Universal Truckers Inc.	5,636	-	-	-	**5,636**	-	5,636
Valley Caliche Products, Inc.	842,097	74,119	-	31,185	**947,401**	-	947,401
Varmicon Industries Inc.	28,421	-	-	-	**28,421**	-	28,421
Vermeer Equipment of Texas, Inc.	-	23,000	-	-	**23,000**	-	23,000
Total	3,642,690	1,859,101	217,615	1,900,982	**7,620,388**	13,295	7,633,682

County of Hidalgo, Texas
Project Summary
Precinct 4 - Roads
Project Inception to August 31, 2012

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	-	3,500,000	**3,500,000**	-	-
F1332	1,500,000	(140,103)	1,359,897	**1,359,897**	-	-
F1334	1,200,000	(1,200,000)	-	**-**	-	-
F1336	2,700,000	(275,841)	2,424,159	**2,424,159**	-	-
Total	8,900,000	(1,615,944)	7,284,056	**7,284,056**	-	-

Vendor	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1334	F1336	**Total**		
A & E Paving Construction	6,623	-	-	-	**6,623**	-	6,623
Acosta, Felipe & Berta	4,690	-	-	-	**4,690**	-	4,690
Aguirre & Patterson Inc.	250	-	-	-	**250**	-	250
Air Burners, LLC	-	-	-	122,763	**122,763**	-	122,763
Atlas & Hall, L.L.P.	-	5,724	-	-	**5,724**	-	5,724
Caldwell Country Chevrolet	-	-	-	88,346	**88,346**	-	88,346
Cantu, Mr. & Mrs. Jose Javier	-	22,455	-	-	**22,455**	-	22,455
Cardenas, Alonzo	-	1,000	-	-	**1,000**	-	1,000
Closner Construction Co.	7,973	-	-	-	**7,973**	-	7,973
Cooper Equipment Company	-	-	-	39,636	**39,636**	-	39,636
Eagle Asphalt Products, Inc.	9,639	-	-	-	**9,639**	-	9,639
Esparza Pest Control	6,010	-	-	-	**6,010**	-	6,010
FESCO, Ltd.	22,500	-	-	-	**22,500**	-	22,500
Frontera Materials, Inc.	506,702	126,228	-	150,190	**783,120**	-	783,120
Garza, Abraham & Nora V.	3,160	-	-	-	**3,160**	-	3,160
Garza, Eliobardo & Maria	4,000	-	-	-	**4,000**	-	4,000
Heina, Marion D. & Lana Sue	-	39,600	-	-	**39,600**	-	39,600
Hidalgo County Pct. 4	(292)	-	-	-	**(292)**	-	(292)
Holt Texas, Ltd.	-	-	-	1,035,211	**1,035,211**	-	1,035,211
Hughes Supply, Inc.	25,030	52,442	-	-	**77,472**	-	77,472
Ibarra, Ignacio & Minerva	3,930	-	-	-	**3,930**	-	3,930
Interstate Trailers, Inc.	-	-	-	49,633	**49,633**	-	49,633
JCJJI, LTD	35,640	-	-	-	**35,640**	-	35,640
J.E. Saenz & Associates, Inc.	-	149,202	-	-	**149,202**	-	149,202
Jenny Durbin Trucking	23,000	-	-	-	**23,000**	-	23,000
Juan D. Salinas, III	-	2,500	-	-	**2,500**	-	2,500
Koch Material Co.	8,024	-	-	-	**8,024**	-	8,024
La Iglesia Central de Edinburg	10,780	-	-	-	**10,780**	-	10,780
Law Offices of M. Mario Garcia, P.C.	-	1,000	-	-	**1,000**	-	1,000
Leonel Garza Jr. & Associates, LLC	750	-	-	-	**750**	-	750
Livesay Law Office	-	1,000	-	-	**1,000**	-	1,000
L & G Engineering Laboratory, LLC	-	3,394	-	-	**3,394**	-	3,394
L & R Precast Concrete Works, Inc.	-	1,465	-	-	**1,465**	-	1,465
Longhorn Paving	6,000	-	-	-	**6,000**	-	6,000
Martin Marietta Materials	29,335	-	-	-	**29,335**	-	29,335
Millenium Engineers Group, Inc.	-	15,939	-	-	**15,939**	-	15,939
Mission Paving Co., Inc.	1,153,602	435,783	-	-	**1,589,385**	-	1,589,385
MSGM, LLC	11,600	-	-	-	**11,600**	-	11,600
National Waterworks	-	15,680	-	-	**15,680**	-	15,680
Pavement Markings, Inc.	64,265	23,074	-	9,880	**97,220**	-	97,220
Performance Grade Asphalt, LLC	-	10,392	-	4,501	**14,893**	-	14,893
Philpott Motors, Ltd.	-	-	-	68,912	**68,912**	-	68,912
Quintanilla, Headley & Associates, Inc.	565,505	-	-	-	**565,505**	-	565,505
Raba-Kistner Consultants	6,019	-	-	-	**6,019**	-	6,019
Ramirez, Lizbeth	-	1,000	-	-	**1,000**	-	1,000
Ramirez, Pilar N.	-	2,500	-	-	**2,500**	-	2,500
Rio Valley Pipe, Ltd.	-	10,650	-	-	**10,650**	-	10,650
Rodriguez, Robert Jr.	-	1,000	-	-	**1,000**	-	1,000
Romco Equipment Co.	-	-	-	148,798	**148,798**	-	148,798
Roy's Hauling Service, Inc.	540,367	150,096	-	-	**690,463**	-	690,463
Rush Truck Centers of Texas, LP	-	-	-	616,688	**616,688**	-	616,688
RRR Development, LP	23,460	-	-	-	**23,460**	-	23,460
Saenz Paving	40,644	-	-	-	**40,644**	-	40,644
Salazar, Roberto	-	1,000	-	-	**1,000**	-	1,000
Salinas, Juan D. III, County Clerk	-	10,000	-	-	**10,000**	-	10,000
Sascon, Inc.	13,300	94,905	-	-	**108,205**	-	108,205
Sector Investments, LLC	13,330	-	-	-	**13,330**	-	13,330
Sesin Engineering	5,714	-	-	-	**5,714**	-	5,714
Share Corp.	-	952	-	-	**952**	-	952
Shuaib, Said Ali & Tawhid	10,490	-	-	-	**10,490**	-	10,490
South Texas Land Investigations	5,000	1,475	-	-	**6,475**	-	6,475
Tamez, Fernando & Maria	9,750	-	-	-	**9,750**	-	9,750
TEDSI Infrastructure Group	148,000	-	-	-	**148,000**	-	148,000
Texas Dept of Transportation	1,392	-	-	-	**1,392**	-	1,392
Texas Eastern Transmission, LP	-	15,749	-	-	**15,749**	-	15,749
The Monitor	5,842	5,916	-	-	**11,758**	-	11,758
Triple R Realty & Appraisal Service, Inc.	19,561	1,575	-	-	**21,136**	-	21,136
United Contracting, Inc.	73,284	-	-	-	**73,284**	-	73,284
Unique Utilities Construction	21,995	-	-	-	**21,995**	-	21,995
Universal Truckers Inc.	4,490	2,276	-	-	**6,766**	-	6,766
Valley Caliche Products, Inc.	14,790	145,923	-	-	**160,712**	-	160,712
Valley Land Title Co. Ltd.	26,942	-	-	-	**26,942**	-	26,942
Varmicon Industries, Inc.	6,915	8,003	-	-	**14,918**	-	14,918
Wirtgen America Inc.	-	-	-	89,600	**89,600**	-	89,600
Total	3,500,000	1,359,897	-	2,424,159	**7,284,056**	-	7,284,056

County of Hidalgo, Texas
Project Summary
Raymondville Drainage
Project Inception to August 31, 2012

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1341	7,350,000	1,000,000	8,350,000	**6,285,712**	1,804,579	259,709
Total	7,350,000	1,000,000	8,350,000	**6,285,712**	1,804,579	259,709

Vendor	Expenditures		Encumbrance	Total Expenditures + Encumbrance
	F1341	**Total**		
Cardenas, Ruben	1,045,146	**1,045,146**	-	1,045,146
Cardenas, Sylvia	1,045,146	**1,045,146**	-	1,045,146
S & B Infrastructure, Ltd.	4,195,421	**4,195,421**	1,804,579	6,000,000
Total	6,285,712	**6,285,712**	1,804,579	8,090,291

County of Hidalgo, Texas
Project Summary
J-09 Drainage Project
Project Inception to August 31, 2012

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1341	2,750,000	(1,000,000)	1,750,000	**1,195,512**	60,009	494,479
Total	2,750,000	(1,000,000)	1,750,000	**1,195,512**	60,009	494,479

Vendor	Expenditures		Encumbrance	Total Expenditures + Encumbrance
	F1341	**Total**		
Leonel Garza, Jr. & Associates LLC	26,000	**26,000**	4,000	30,000
TEDSI Infrastructure Group, Inc.	1,169,512	**1,169,512**	56,009	1,225,521
Valley Land Title & Co.,	-	**-**	-	-
Total	1,195,512	**1,195,512**	60,009	1,255,521

County of Hidalgo, Texas
Project Summary
HCCD#1 - Machinery & Equipment
Project Inception to August 31, 2012

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1341	2,014,242	(221,040)	1,793,202	**1,649,635**	2,990	140,577
Total	2,014,242	(221,040)	1,793,202	**1,649,635**	2,990	140,577

Vendor	Expenditures		Encumbrance	Total Expenditures + Encumbrance
	F1341	**Total**		
Alamo Sales Corporation	161,154	**161,154**	-	161,154
Barbee-Neuhaus Implement Co.,	-	**-**	2,990	2,990
Caldwell Country Chevrolet	26,929	**26,929**	-	26,929
H & V Equipment, Inc.	28,500	**28,500**	-	28,500
Holt Texas Ltd. DBA Holt CAT	689,000	**689,000**	-	689,000
John Deere Company	83,182	**83,182**	-	83,182
Romco Equipment Co.	660,870	**660,870**	-	660,870
Total	1,649,635	**1,649,635**	2,990	1,652,625

County of Hidalgo, Texas
Project Summary
Transfers Out - Capital Outlay
Project Inception to August 31, 2012

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Balance
F1332	-	1,113,601	1,113,601	**1,112,441**	1,160
F1334	-	1,176,335	1,176,335	**1,153,805**	22,530
F1336	1,900,000	377,257	2,277,257	**2,268,217**	9,040
F1342	-	225,000	225,000	**223,032**	1,968
Total	1,900,000	2,892,193	4,792,193	**4,757,495**	34,698

Project	Expenditures				**Total Expenditures**
	F1332	F1334	F1336	F1342	
Bennet Building	-	251,335	27,566	-	**278,901**
Horizon Building	-	18,214	-	-	**18,214**
Election Warehouse	-	-	-	223,032	**223,032**
New Adult Probation Building	37,852	-	205,936	-	**243,788**
Old K-Mart Building	114,777	884,256	2,034,715	-	**3,033,748**
Pct. 4 New Offices	959,812	-	-	-	**959,812**
Total	1,112,441	1,153,805	2,268,217	223,032	**4,757,495**

County of Hidalgo, Texas
Project Summary
Transfers Out - TXDOT Projects
Project Inception to August 31, 2012

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Balance
F1331	-	870,365	870,365	**510,095**	360,270
F1332	-	2,505,808	2,505,808	**2,505,130**	677
F1334	-	3,906,007	3,906,007	**3,906,007**	-
F1336	2,453,000	2,017,203	4,470,203	**4,082,870**	387,334
F1339	-	980,688	980,688	**867,139**	113,549
F1342	-	558,162	558,162	**126,180**	431,982
Total	2,453,000	10,838,232	13,291,232	**11,997,420**	1,293,812

Project	Precinct	Expenditures						**Total Expenditures**
		F1331	F1332	F1334	F1336	F1339	F1342	
CO WIDE (Traffic Signals)	CO WIDE	-	-	19,407	12,473	-	-	**31,880**
CR 342 Bridge (Charles Green Rd)	1	-	-	-	4,590	-	-	**4,590**
CR 684 Bridge (Mile 4 N. Rd)	1	-	-	12,317	-	-		**12,317**
CR 804 Bridge (Mile 12 N. Rd)	1	-	-	-	5,130	-	-	**5,130**
CR 825 Bridge (Mile 2 W. Rd)	1	-	-	-	4,320	-	-	**4,320**
CR 855 Bridge (Mile 4 1/2 W. Rd)	1	-	-	-	6,750	-	-	**6,750**
FM 88 (Mile12N-FM1925)	1	-	-	785,512	70,000	4,988	-	**860,499**
MILE 2 W. RD (Mile12N-SH107)	1	-	-	91,896	-	-	-	**91,896**
MILE 2 W. RD (US83-Mile12N)	1	-	-	-	299,843	-	-	**299,843**
MILE 6 W. RD (Mile 9 N-SH107)	1	-	-	-	98,308	-	-	**98,308**
CR 790 Bridge (Moore Rd)	2	-	-	27,635	-	-	-	**27,635**
FM 2061 (Dicker-Mission Floodway)	2	146,850	-	-	-	-	-	**146,850**
FM 907 S. Outfall	2	-	-	-	837,978	-	-	**837,978**
Nolana Loop (FM1426-FM88)	2	-	-	-	-	62,500	-	**62,500**
North "I" Rd (FM495-Owassa)	2	112,231	1,618,545	-	-	10,572	-	**1,741,347**
South McColl (Orangewood-Dicker)	2	-	147,947	340,000	40,812	303,384	126,180	**958,323**
Sugar Rd (Sioux-Owassa)	2	-	50,243	-	-	-	-	**50,243**
BUS 83 PH I (US83-FM1427)	3	26,103	-	-	-	-	-	**26,103**
BUS 83 PH I Outfall	3	-	-	87,521	-	48,000	-	**135,521**
BUS 83 PH II (FM1427-Showers)	3	13,200	-	-	-	-	-	**13,200**
BUS 83 PH III (Showers-Penitas)	3	21,450	-	-	-	-	-	**21,450**
FM 681 (SH107-FM2221/FM492)	3	-	-	-	1,270,963	377,110	-	**1,648,074**
FM 1924 PH I (FM494-SH107)	3	-	476,567	118	-	-	-	**476,685**
FM 1924 PH I Outfall	3	-	-	815,421	-	-	-	**815,421**
FM 1924 PH II (SH107-FM492)	3	-	-	761,160	18,073	3,574	-	**782,807**
FM 1924 PH II Outfall	3	-	-	-	554,911	-	-	**554,911**
FM 2221/ FM 492 (FM681-SH364)	3	-	-	-	811,643	44,920	-	**856,563**
SH 495 Underpass/Abram	3	-	11,030	822,121	-	3,691	-	**836,841**
US 83 Palmview	3	98,463	-	-	6,499	-	-	**104,962**
FM 2128 (SH107-US281)	4	86,798	-	-	-	-	-	**86,798**
FM 2128 Drainage	4	-	200,798	-	-	-	-	**200,798**
North "I" Rd (Owassa-US281)	4	5,000	-	142,900	40,576	8,401	-	**196,877**
Total		510,095	2,505,130	3,906,007	4,082,870	867,139	126,180	**11,997,420**

AI-34291 **12. A.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured 2202:
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $ 43,089.44 for the period of September 1-15, 2012 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Attachments

Invoice
By Organization
certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 09:16 AM
Olga Garza	Olga Garza	09/21/2012 10:11 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Flora Vazquez Started On: 09/17/2012 02:10 PM

Final Approval Date: 09/21/2012

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

September 17, 2012

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 90096

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 9/1-9/15/12 (Check#511519-511628) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	43,089.44
TOTAL CURRENT CHARGES	$ 43,089.44
Previous Balance Due	$ 45,023.46

Payments and Credits

09/17/12	Payment received - thank you	45,023.46CR
	Total Payments and Credits	$ 45,023.46CR
	Total Balance Due	$ 43,089.44

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 9/1-9/15/12

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	46				7,615.15
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	164				35,474.29
					Grand Total:	210				43,089.44

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: September 01-15, 2012 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 43,089.44 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 09/01-15/2012

(Check# 511519-511628)

1). Hidalgo County	$ 35,474.29	
2). Hidalgo County Headstart Program	$ 7,615.15	
3). Community Service Agency		
4). Drainage District #1	$ -	$ 43,089.44

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of September 25, 2012 .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank
(estimate) $ 106,910.56

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Dora Vasquez — 9/17/2012
Employee Benefits Director — Date

[signature] — 09/17/2012
Budget Officer — Date

Commissioner's Court Approval — Date

AI-34130 **12. B.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Angelica Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $680,880.97 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 09/01/12 to 09/14/12.

09/01-07/12	$338,050.14
09/08-14/12	$342,830.83
TOTAL	$680,880.97

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 9/1-7/12

BCBS 9/8-14/12

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 08:00 AM
Olga Garza	Olga Garza	09/21/2012 10:17 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Angelica Tapia Started On: 09/10/2012

Final Approval Date: 09/21/2012

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **09/01/2012 to 09/07/2012**

SECTION			
0001-0011	HIDALGO COUNTY	$	206,682.59
0002-0012	HEAD START	$	43,584.93
0003-0013	APPRAISAL DISTRICT	$	12,655.05
0004-0014	COMMUNITY SERVICE AGENCY	$	2,359.33
0005-0015	DRAINAGE DISTRICT NO.1	$	9,769.44
0006-0016	RETIREES	$	123,003.44
9001-9002	COBRA	$	409.96
	STOP LOSS	$	(60,414.60)
	TOTAL	$	338,050.14

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **09/08/2012 to 09/14/2012**

SECTION			
0001-0011	HIDALGO COUNTY	$	256,306.91
0002-0012	HEAD START	$	57,809.28
0003-0013	APPRAISAL DISTRICT	$	4,442.86
0004-0014	COMMUNITY SERVICE AGENCY	$	928.50
0005-0015	DRAINAGE DISTRICT NO.1	$	14,876.67
0006-0016	RETIREES	$	5,003.09
9001-9002	COBRA	$	3,463.52
	STOP LOSS	$	-
	TOTAL	$	342,830.83

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 09/01/2012 - 09/07/2012 Process Date: 09/07/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 09/01/2012 - 09/07/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$206,682.59	$206,682.59	$44,090.60	$0.00	$162,591.99	2,086
TX433	01	002	HEAD START	$43,584.93	$43,584.93	$11,783.83	$0.00	$31,801.10	476
TX433	01	003	APPRAISAL DISTRICT	$12,655.05	$12,655.05	$1,601.57	$0.00	$11,053.48	79
TX433	01	004	COMMUNITY SERVICE	$2,359.33	$2,359.33	$691.85	$0.00	$1,667.48	33
TX433	01	005	DRAINAGE DISTRICT	$9,769.44	$9,769.44	$1,487.71	$0.00	$8,281.73	50
TX433	01	006	RETIREES	$123,003.44	$123,003.44	$4,298.81	$0.00	$118,704.63	109
TX433	01	007	COBRA	$409.96	$409.96	$159.05	$0.00	$250.91	11
			STOPLOSS	($60,414.60)	($60,414.60)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$398,464.74	$398,464.74	$64,113.42	$0.00	$334,351.32	2,844
			STOPLOSS Total	($60,414.60)	($60,414.60)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$338,050.14	$338,050.14	$64,113.42	$0.00	$334,351.32	2,844

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY
Invoice Period: 09/08/2012 - 09/14/2012 Process Date: 09/14/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 09/08/2012 - 09/14/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$462,989.50	$256,306.91	$50,651.82	$0.00	$205,655.09	2,594
TX433	01	002	HEAD START	$101,394.21	$57,809.28	$10,450.21	$0.00	$47,359.07	597
TX433	01	003	APPRAISAL DISTRICT	$17,097.91	$4,442.86	$685.15	$0.00	$3,757.71	113
TX433	01	004	COMMUNITY SERVICE	$3,287.83	$928.50	$200.39	$0.00	$728.11	30
TX433	01	005	DRAINAGE DISTRICT	$24,646.11	$14,876.67	$1,919.11	$0.00	$12,957.56	83
TX433	01	006	RETIREES	$128,006.53	$5,003.09	$1,239.05	$0.00	$3,764.04	67
TX433	01	007	COBRA	$3,873.48	$3,463.52	$241.22	$0.00	$3,222.30	23
			STOPLOSS	($60,414.60)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$741,295.57	$342,830.83	$65,386.95	$0.00	$277,443.88	3,507
			STOPLOSS Total	($60,414.60)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$680,880.97	$342,830.83	$65,386.95	$0.00	$277,443.88	3,507

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **September 01, 2012 thru September 14, 2012**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$680,880.97**.

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Appraisal District
4). Hidalgo County Community Service Agency
5). Hidalgo County Drainage District No.1
6). Hidalgo County Retirees
7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 09/01/2012 to 09/14/2012 is $680,880.97.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of September 25, 2012.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Ilora Vagsy
Employee Benefits Director — Date 9/18/12

Dept. of Budget & Management Budget Officer — Date 9/18/2012

Commissioner's Court Approval — Date

AI-34394 **Budget and Management** **12. C.**

CC CONSENT

Meeting Date: 09/25/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of payment of invoice dated 07/05/12 from Montalvo Insurance Agency in the amount of $2,263.00 for Business Automobile Insurance with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-00-125-009-0-522

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

BUDGETARY IMPACT:

Funds available through P.O.# 679548 in the amount of $2,263.00 for Montalvo Insurance Agency, Inc.

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/21/2012 01:12 PM
Erika Zamora	Erika Zamora	09/21/2012 04:32 PM
Purchasing Department	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Angela Garcia Started On: 09/21/2012 11:12 AM

Final Approval Date: 09/21/2012

219853

Ven# 72745

HIDALGO COUNTY
RISK SAFETY DIVISION
2012 JUL 10 AM 8 52

Invoice
07/05/2012

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Hidalgo County**
PO Box 1356
Edinburg, TX 78540

Desc: Auto Ins 01/01/11 - 01/01/12

Type of Coverage: Business Automobile	
Company: Travelers Property Casualty Company of America	
Term: 01/01/2011 – 01/01/2012	
Premium Audit:	**$2,263.00**
Total Premium:	**$2,263.00**

An additional premium has generated for the audit that was completed for the policy term listed above.

Payment due upon receipt.
Thank you for your business!

2-1100-419-00-125-009-0-522

INVOICE RECEIVED BY: _____ ON 7/10/12
GOODS/SERVICES RECEIVED BY: Hid. Co. Health ON 01/01/11-01/01/12

AI-34324 **Public Defender's Office 12. D.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Jaime Gonzalez **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Defender - Juvenile Section (1282):
1. Approval to deobligate cash match funds from Public Defender - Juvenile Section FY 2012 Discretionary Grant (1282) and to appropriate into Countywide Adm. Contingency in the total amount of $20,000.00.

2. Requesting authorization for County Judge to sign the Amended Statement of Grant Award.

BACKGROUND

Grant# 212-12-D09
Grant period: 10-1-11 thru 9-30-12

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1282-412-30-085-004-2-XXX

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

BUDGETARY IMPACT:

Funds available to unappropriate as of 09-19-12.
To de-obligate cash match in the amount of $20,000 and appropriate into Countywide Adm. Contingency

Reference:
"PUBLIC DEFENDER'S JUV SECT REVENUE" - Acct. #2-1282-334-10-085-004-2-000

Attachments

Amended Statement of grant award
interfund

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	09/21/2012 11:06 AM
Purchasing Department	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Manuel Chapa Started On: 09/19/2012

Final Approval Date: 09/21/2012

TEXAS INDIGENT DEFENSE COMMISSION

AMENDED Statement of Grant Award
FY2012 Discretionary Grant

Grant Number: 212-12-D09
Grantee Name: Hidalgo County
Program Title: Hidalgo County Public Defender's Office - Juvenile Section
Grant Period: 10/1/2011-9/30/2012
Grant Award Amount: ~~$243,033~~ $163,033

The Texas Indigent Defense Commission (TIDC or Commission) has awarded the above-referenced grant to Hidalgo County for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by **October 1, 2012**. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	Amended Budget May 1, 2012	Reduction	New Budget
1) Personnel (Total Number of FTEs: 4)	$172,838	$53,000	$119,838
2) Fringe Benefits	$48,354		$48,354
3) Travel and Training	$5100		$5,100
4) Equipment	$13,750		$13,750
5) Supplies	$13,696		$13,696
6) Contract Services	$48,000	$47,000	$1,000
7) Indirect Costs	$2,053		$2,053
Total Proposed Costs	$303,791		$203,791
Less Cash from Other Sources	$60,758		$40,758
Total Amount Funded by Commission	$243,033		$163,033

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued on October 15, 2010, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

- The Judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award and submit it to the Commission by December 31, 2011.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:

_____

Signature of Authorized Official

_____

Name & Title (must print or type)

_____

Date

Attachment A

Required Conditions and Reports

Method of Calculation

The budget on the Statement of Grant Award was developed under the assumptions that the grant be based on a twelve month period. The schedule is intended to provide the county twelve months of funds at each of the original agreed upon funding levels less start-up costs. If the county has a delayed start in the beginning year (FY2012), it may necessitate an adjustment in future years to allow the county to fully expend grant funds. The intention is to follow a declining schedule of 80% in the first year; then, 60% in the second year; then, 40% in the third year; and, finally, 20% in the year of TIDC support. The grants will remain on a fiscal year (October to September), but future awards will reflect any needed modifications to implement this policy.

Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program (Note: if the county contracts the public defender office to a non-profit corporation or governmental entity then they will ensure the following are performed):

— The County will operate a Public Defender's Office as defined in Article 26.044 of the Texas Code of Criminal Procedure as amended by the 82nd Legislature. If a non-profit corporation is selected by the County to operate the public defender's office, the Contract must require the non-profit corporation to maintain at least one person in the office locally to serve as Chief Public Defender who meets the qualifications set forth in Article 26.044 (f) to supervise and manage the operation of the office and provide direct representation.

— The county will submit reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match.

— This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Commission grants administrator will construct an on-line progress report that best reflects the actual work performed in this program and is consistent with the FY2012 application listed below as edited and agreed to. The county will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

— The county must continue the Oversight Board to supervise the operation of this program. The county will submit a written policy on how the members are to be selected.

— The county or its designee must maintain a written policy that includes caseload standards for each attorney and for the general operation of this program. In developing caseload standards, nationally recognized standards and standards used by other states shall be taken into consideration (such as National Advisory Commission on Criminal Justice Standards and Goals). The written policy for caseload standards should be provided to the Commission staff along with the first quarterly progress report. The caseload standard policy should require the Chief Public Defender to review actual caseloads at least quarterly. The Chief Public Defender may make overrides or under-rides based on overall complexity of cases, overall type of cases, attorney experience, support staff experience, court needs, available technology to augment services, or other factors that affect the delivery of services. The Chief Public Defender must notify the program's Oversight Board in writing if an exception to the caseload standards is authorized.

— The county or its designee must provide to the Commission staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted. The posting must meet the Hidalgo County Juvenile Board Indigent Defense Plan Minimum Attorney Qualifications for all levels of cases.

— The survey required in the Evaluation section of the FY2012 application listed below should be conducted during the 2nd and 4th years of operation of the program. The county must summarize the results received back from the participants of the survey and discuss any improvements made to the program. The analysis of the survey results in the 4th year must compare the findings between the two survey events. The county must provide the Commission with a copy of the analyses (not the unanalyzed survey responses).

— A draft of the Policies and Procedures Manual required in the Methodology section of the FY2012 application listed below should be provided to the Commission staff along with the 2nd quarterly progress report. A final version of the Policies and Procedures Manual shall be completed and delivered to the Commission staff along with the Final Progress Report for FY2012.

— Equipment costs listed in the first year start-up budget will not be carried forward into subsequent years of funding. If the County selects a non-profit corporation the proposal and contract must include the method for funding equipment to operate the Public Defender Office.

2011 Hidalgo County Discretionary Grant Application Narrative

(Multi-Year Grant)

Modified 2012 Hidalgo County Discretionary Grant Application Narrative

(Multi-Year Grant)

NOTE: The term "Defendant" was removed and replaced with "Respondent" without notation.

a. Application Form

Counties Represented: **Hidalgo**

Fiscal Year: **2012**

State Payee Identification Number: **74-6000717**

Division To Administer Grant: **Hidalgo County Auditor's Office**

Program Title: **Hidalgo County Public Defender's Office - Juvenile Section**

Requested Grant Amount: **$243,033.57**

Financial Officer: **Raymundo Eufracio**

Program Director: **Jaime E Gonzalez**

Mailing Address: **1615 South Closner, Suite J; Edinburg, TX 78539**

b. Introduction (Executive Summary)

Hidalgo County seeks to improve the quality of representation to juvenile indigent respondents by establishing a juvenile section within the Hidalgo County Public Defender's Office (HCPDO). Established HCPDO procedures will ensure that juvenile respondents, appointed via the county's indigent defense office or via the bench, will be contacted within 24 hours of receiving screening information. Assistant public defenders will appear with juvenile respondents at every court hearing until charges are disposed. Providing juvenile respondents with consistent, accountable, legal representation throughout the

criminal justice process will ultimately lead to increased productivity and efficiency, thereby saving the county money.

c. Problem Statement

The stakeholders in the Hidalgo County criminal justice system are focused on the inability of the current system to adequately address the legal needs of juvenile indigent respondents. Deficiencies within the system range from the absence of attorney-client contact with juvenile respondents in custody, lack of appearances in court by appointed attorneys, lack of qualified court-appointed attorneys, timely submission and filing of criminal charges, and the rising cost of court appointed attorney vouchers. As a possible solution, a public defender's office- juvenile section would be instrumental in alleviating the problems of indigent juvenile respondents.

One of the biggest problems concerning the current system is the significant amount of money it takes to operate. Specifically, in 2010 there were 1,208 juvenile cases filed in the 449th District Court. With an estimated 91 percent of those cases having court-appointed counsel, the total amount of vouchers submitted to the county's auditor's office for that court totaled 1,110 at an average cost per case of $542.37. The public defender's office plans to absorb up to 600 of those juvenile cases, at an estimated savings to the county of $325,422.00.

A public defender's office - juvenile section is necessary to provide proactive, quality representation to juvenile indigent offenders in Hidalgo County at a reasonable cost. Additionally, the other legal issues of lack of court appearances, skilled attorneys, and the filing of timely criminal charges will be overseen by the current policies and procedures in place with the Hidalgo County Public Defender's Office.

d. Objectives

In order to minimize the problems stated previously, the following specific objectives have been formulated:

Objective 1: Establish a fully functional juvenile section to the Hidalgo County Public Defender's Office to represent juvenile indigent respondents charged with criminal offenses in Hidalgo County by November 1, 2011.

Objective 2: The Hidalgo County Indigent Defense Office shall appoint to the juvenile public defender's office at least 50% of the total juveniles meeting financial eligibility - within 24 hours of booking at the Hidalgo County juvenile detention center.

Objective 3: The Hidalgo County Public Defender's Office shall provide juvenile indigent respondents with qualified juvenile public defenders that are currently licensed and in good standing with the State Bar of Texas, and that exhibit proficiency and commitment to providing quality representation to juvenile respondent - ongoing.

Objective 4: Juvenile public defenders will meet the required 6 hours a year of continuing legal education in courses related to juvenile criminal law as recognized by the State Bar of Texas -ongoing.

Objective 5: Juvenile public defenders are to make contact with their appointed juvenile respondents no later than the end of the first working day after the date on which the attorney is appointed and will interview the juvenile respondent as soon as practicable after the attorney is appointed - within 24 hours of appointment.

Objective 6: Juvenile public defenders are to make contact with the juvenile respondent's family to ~~determine if bond can be made to~~ secure immediate release of the respondent- within 24 hours of initial visit with respondent <u>where appropriate</u>.

~~**Objective 7:** Juvenile public defenders are to file writs of habeas corpus to request bond reductions for juvenile defendants to secure immediate release from custody - within 24 hours of initial contact.~~

Objective 8: Juvenile public defenders are to contact the arresting agency to push for immediate submission of offense reports with the district attorney's office to expedite the filing and disposition of cases - ongoing.

Objective 9: Juvenile public defenders are to contact court staff when criminal charges are formally placed on juvenile respondents to request immediate hearing dates to expedite the disposition of cases - ongoing.

Objective 10: Conduct a survey of judges to determine the opinion of the quality of representation by juvenile public defenders - annually.

Objective 11: Reduce the average number of days juvenile offenders are spending in the Hidalgo County juvenile detention center - ongoing.

Objective 12: Reduce the amount of funds paid out for court appointed attorneys on juvenile cases - ongoing.

Objective 13: Reduce the amount of days from appointment to disposition for juvenile respondents appointed to the juvenile public defender's office - ongoing.

Objective 14: Provide quality representation to indigent juvenile respondents - ongoing.

Objective 15: Act as a resource to the local defense bar to raise the level of juvenile representation for all respondents requesting court appointed representation.

e. Methodology or Project Design (Activities)

1) Immediately upon notice that the county has been awarded the grant, an advisory oversight board (Oversight Board) will be created to oversee the formation of the public defender's office - juvenile section. The Oversight Board will consist of a representative from the Hidalgo County Board of Judges, Hidalgo County Judge's Office, Hidalgo County Commissioner's Court, and a member of the local defensive bar. The Oversight Board will be responsible for advising and approving internal office policies and procedures to govern the office, including polices prescribing the methods of intake and referral or cases from the courts.
2) The Hidalgo County Chief Public Defender, by incorporating established office policies from the HCPDO and the Travis County Juvenile Public Defender's Office, shall develop internal policies and procedures to be approved by the Oversight Board no later than September 1, 2011.
3) The Hidalgo County Public Defender's Office currently has in use a case management system called Defender Data. Defender

Data provides attorneys the ability to write case notes, attach written, audio and video work product to specific case files, and assists in tracking motion and trial deadlines. Defender Data also has the ability to track case appointments, dispositions, hours worked per case, etc . . . that demonstrates the productivity and cost effectiveness of the Hidalgo County Public Defender's Office. Defender Data will be modified and expanded to allow for similar uses within the juvenile section no later than September 1, 2011.

4) The Hidalgo County Chief Public Defender shall meet with public defenders from other Texas counties operating a juvenile public defender's office to research on office procedures, troubleshooting future problems that may arise and to borrow established pre-trial/ trial motions, case law and briefs for its personal juvenile law bank by September 1, 2011.
5) The HCPDO - Juvenile section will supplement the current attorney appointment wheel rotation system at a rate determined by vote of the district and statutory county courts. A written policy will be developed that includes caseload standards for each attorney. In developing caseload standards, nationally recognized standards and standards used by the other states shall be taken into consideration. The policy on the caseload standard must require the Chief Public Defender to review caseload status at least quarterly.
6) The Chief Public Defender shall ensure the acquisition of vacant office space adjacent to the HCPDO, so that the juvenile section will have adequate space to perform its duties no later than October 1, 2011.
7) The Chief Public Defender shall purchase all necessary equipment and office supplies to ensure that the juvenile section is fully operational by November 1, 2011.
8) The Chief Public Defender shall hire needed assistant juvenile public defenders and staff so that they can begin employment on or about December 1, 2011.
9) The HCPDO - Juvenile section shall begin accepting juvenile case appointments no later that December 1, 2011, and provide quality defense services in those cases as needed.
10) The Chief Public Defender shall provide quarterly written status updates to the Oversight Board beginning in January 2012 detailing the number of cases assigned to the office (total and active), the dispositions of any cases assigned to the office, status of staffing in the office, and any other relevant information.

f. Evaluation

TASK	**DEFINITION**	**MEASURE**
Establish Oversight Board	Representatives from Board of Judges, County Judge's Office, County Commissioner's Court, and a local member of the defense bar	Report the date of the first oversight board meeting. E-mail to Commission any resolutions that establish the oversight board or define its role. E-mail names and contact information of committee members.
Job Descriptions completed	Job descriptions for each position in the office will be completed using Hidalgo County's existing HR process.	Date approved by Oversight Board.
Staff Hired	(2) assistant juvenile public defenders and an administrative assistant	Report indicating when each position is filled.
Software Setup	Setup case management and monitoring system	Date software is functional.
Policy and Procedures complete and training to staff	A policy and procedure manual to identify basic office procedures, how the office will function and various staff roles	Date manual distributed to staff and staff trained.
Office Setup	The Oversight Board and HCPDO will make assessments of office needs and select sites for the office through normal county processes. County will purchase with grant funds, the equipment, software, and supplies to operate office.	Report date office set-up is completed.
Performance Measures Method	Establish method to collect data for referrals and performance measures. Identify and create standard reports for quick submission to Commission.	Report the date the performance measure tracking method is complete.
Commence representation	The PD office receives referrals of cases from Hidalgo County Indigent Defense Office and/or from courts.	Report the date the first respondent's case is accepted.
OUTPUTS		
Department Caseload	The number of active cases assigned to the HCPDO - juvenile section on the last business day of each month.	Monthly report detailing the department caseload.

Department Cases Disposed	The total number of cases closed during each month.	Monthly report detailing the number of disposed cases.
Average Caseload Summary	The department caseload divided by the number of attorneys assigned by the PD on the last business day of each month.	Report average caseload for all attorneys by month.
Average Cost per Case by PDO	The annual budget for the PDO - juvenile section, plus attorneys fees, divided by the annual disposed cases.	Report the average cost per case by year.
Percentage of total juvenile cases filed that are assigned to the PDO	The number of cases assigned annually to the PDO divided by the total number of juvenile cases filed	Report the percentage of cases assigned to the PDO Report the number of cases that were conflicts or that retained private counsel
Average cost per case by assigned counsel	For any cases assigned outside of the PDO, the total cost for counsel divided by the number of cases disposed by those private counsel.	Report the average cost per case by year.
OUTCOMES		
Days from appointment to first contact with respondent	The number of days from the date the order of appointment is received until a personal visit is made with the respondent	Report the average number of days between receipt of the order of appointment to the personal visit with respondent. Report the number of cases where the initial visit is made more than 24 hours after the order of appointment is received.
Length of time between arrest and resolution of cases	The number of days between the arrest of the respondent and the disposition of the case assigned to the office; the number of days between the arrest of the respondent and release from jail	Report the number of days between arrest and resolution of case for each respondent, as well as the average length of time for all cases. Report the number of days between arrest and release from jail, as well as the average length of time for all cases.
Type of disposition of cases	The type of disposition (dismissal, guilty plea or jury trial) in each case assigned to PDO.	Report the number of: 1) dismissals; 2) guilty pleas pursuant to a plea agreement; 3) pre-trial diversion dismissals; 4) failure to appear warrants; 5) jury trials
Types of convictions	The type of conviction handed down in each case (if found guilty) assigned to the PDO.	Report the number of cases where the respondent was convicted. Report the number of cases where a respondent was convicted for a lesser offense.
Acquittals	Cases assigned to the office where the jury finds the respondent not guilty at guilt/innocence.	Report the numbers of cases where a respondent was found not guilty of any offense.
Type of Sentence	The type of sentence handed down in each case assigned to the office.	Report the sentence for each case assigned to the private defender where a sentence is imposed.
Survey of stakeholders	Create a simple survey to be given to judges in Hidalgo county. The survey should be conducted at the beginning of the grant period prior to services and annually thereafter. The survey should address the overall impressions	Report any change between the pretest and post-test, as well as annual changes. Report level of client satisfaction with

	of the quality of juvenile services from the PDO and from the private bar, as well as the financial impacts of such a case. Create a user survey to be distributed to clients of the office to gauge the overall satisfaction with representation.	PDO representation.
Cooperate with Commission staff on other measures necessary to show an effective office.		To be determined.

g. Future Funding

Assuming that the office proves effective, Hidalgo County will attempt to continue funding the office out of general revenue after the grant period expires, in accordance with state law. In addition, assuming the success of the HCPDO juvenile section, Hidalgo County will explore increasing the percentage of cases assigned to the HCPDO via the juvenile wheel and will seek to expand the office to include all indigent defense cases.

h. Budget Narrative and Budget Form

Full Time Employees	Salary	Grade	Step	Fringe Benefits	Total
Juvenile Public Defender III	58,888.00	16.00	1	14,079.62	72,967.62
Juvenile Public Defender II	50,487.00	14.00	1	12,588.45	63,075.45
Intake Officer	31,025.62	8.00	0/1	9,134.05	40,159.67
Administrative Asst. I	22,804.99	4.00	0/1	7,674.89	30,479.88
Total Salaries	163,205.61			43,477.01	206,682.62

Travel and Training	Description	Amount
(2) Attorneys	15 CLE Hours	2,000.00
Intake Officer	Juvenile Training	1,500.00
Total		3,500.00

Equipment	Description	Amount
Office Desk	Four (4)	3,500.00
File Cabinets	Three (3)	900.00
Executive Chair	Three (3)	900.00
Secretarial Chair	One (1)	250.00
Desktop Computer	~~Four (4)~~ Two (2)	4,800.00
Laptop Computer	Two (2)	2,200.00
Guest Chairs	Clients Chairs (6)	1,200.00
Telephone	Four (4)	960.00
Telephone Extensions	Four (4)	200.00
Total		14,910.00

Supplies	Description	Amount
Office Supplies	General Office Supplies: Copy paper, Legal pads, file folders, pens, pencils, tape dispenser, staplers, tape, staples, hole puncher, scanner, etc.	3,500.00
Total		3,500.00

Contract Services	Description
Lexus Nexis	3,888.00
Xerox Corporation	2,638.08
Water Dispenser	30.00
Office Lease	48,000.00

Total	54,556.08
~~Indirect Cost 10%~~	~~20,668.26~~
~~Total~~	~~20,668.26~~
~~County Match~~	
~~Year 1 - 20%~~	~~60,763.39~~
~~Total less County Match~~	~~(60,763.39)~~
Grand Total	303,816.96

~~Personnel Costs~~	-	~~$206,682.62~~
- ~~FTE's~~	~~4.00~~	-
- ~~Salary~~	~~$163,205~~	-
- ~~Fringe Benefits~~	~~$43,477~~	-
~~Travel and Training~~	-	~~$4,143~~
~~Equipment~~	-	~~$14,910~~
~~Supplies~~	-	~~$3,500~~
~~Contract Services~~	-	~~$54,556~~
~~Indirect~~	-	~~$20,000~~
~~Total~~	-	~~$303,791~~
~~Required County Match~~		~~$60,758~~
~~Total less County Match~~		~~$243,033~~

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line over the Internet.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2011 through December 2011	Budget Status Report Progress report	January 16, 2012	January 2012
January 2012 through March 2012	Budget Status Report Progress report	April 16, 2012	April 2012
April 2012 through June 2012	Budget Status Report Progress report	July 16, 2012	July 2012
July 2012 through September 2012	FINAL Expense Report Final Progress Report and Conclusion. Delivery of Final Product and Demonstration	November 15, 2012	November 2012

DATE: September 19, 2012

2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Public Defender - Juvenile Section (1282)

AI# 34324

ACCOUNT NUMBER: 2-1282-412-30-085-004-2-113

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	20,000.00
2-1100-491-01-000-282-2-891	TRANSFERS OUT-DESIGNATED PURP LVL 2	(20,000.00)
2-1282-391-01-000-100-2-000	TRANSFERS IN-GENERAL FUND	(20,000.00)
2-1282-412-30-085-004-2-113	PUBLIC DEFENDER'S JUV SECTION - REG F/T EMPLOYEES	(20,000.00)
	TOTAL BUDGET INCREASE (DECREASE)	

REASON: Deobligation of funds as per Bryan Wilson's (Grant Administrator) recommendation. Public Defender's - Juvenile Section FY 2012 grant (Oct 1, 2011 - Sept. 30, 2012).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-34140 **13. A.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Gabriel Navarro, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting removal of Hidalgo County Asset number 48941 (Item A) from County department number 140 (Tax Office) inventory list due to asset declaration as "total loss":

1. 2009 White Ford Ranger V.I.N. 1FTYR10DX9PA35120 (Asset No. 48941)

and reinstate the following Item B, into said county department number inventory list:

2. 2010 White Ford Ranger V.I.N. 1FTKR1AD3APA66198 (Asset No. 51112)

BACKGROUND

Reference Agenda item 28310

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

AI-25269

backup

AI-28310

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 10:18 AM
Budget & Management	Merlen P. Munoz	09/20/2012 10:29 AM
Perla Lopez	Perla Lopez	09/20/2012 01:31 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Gabriel Navarro Started On: 09/10/2012 02:45 PM

Final Approval Date: 09/21/2012

AI-25269 **6. B.**

CC REGULAR

Meeting Date: 02/14/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to authorize Ramon Garcia, Hidalgo County Judge, to sign Power of Attorney forms for title purposes to settle claim with Travelers Insurance Company.

BACKGROUND

DOL: 01/23/11
Tax Office Truck Totaled (Set A Fire)

Acct #: 1-1100-360-00-000-005-0-000

Form Review

Inbox	Reviewed By	Date
Budget & Management		02/11/2011 07:44 AM
Erika Zamora	Erika Zamora	02/10/2011 01:39 PM
Auditor's Office		02/11/2011 07:44 AM

Form Started By: Aida Alvarez Started On: 02/10/2011 09:04 AM

Final Approval Date: 02/11/2011

Juan

From: Fred Reyna [fred.reyna@co.hidalgo.tx.us]
Sent: Friday, July 01, 2011 9:33 AM
To: 'Juan'
Cc: maida.alvarez@co.hidalgo.tx.us; Roy Quintanilha
Subject: RE: Incorrect Vehicle Titile

Good Morning Mr. Alvarado,

Please note the following information that you requested:

CERTIFIED Copy of TITLE
2010 Ford Ranger PK
1FTKR1AD3APA66198

TITLE THAT NEEDS TO BE RELEASED
2009 Ford Ranger PK
1FTYR10DX9PA35120

If you have any further questions and or concerns please contact me as soon as possible.

Thank You

Fred Reyna
Safety Officer

From: Juan [mailto:Juan.alvarado@co.hidalgo.tx.us]
Sent: Thursday, June 30, 2011 1:35 PM
To: 'Fred Reyna'
Cc: maida.alvarez@co.hidalgo.tx.us; 'Roy Quintanilha'
Subject: RE: Incorrect Vehicle Titile
Importance: High

Mr. Fred,

Not a problem,

To expedite obtaining the certified copy of title, please just provide me with the complete VIN's for both vehicles, indicating which one needs a certified copy, and which one needs to be released to your attention.

We will do our part ASAP.

D. AI-28310 Claim of Travelers Insurance - EJN3250-001

Valde Guerra informed the Court of a correction in regards to this claim. Mr. Guerra explained that there was some vandalism at the Pct. 2 License Sub-Station in which a county vehicle was burned beyond recognition. They surrendered the title of said vehicle to Travelers Insurance and they proceeded with the claim. They later realized that the title that was provided was the incorrect number…the wrong title was surrendered.

Mr. Guerra informed the Court that they are correcting the record to reflect that they are surrendering the vehicle with Vin # 1FTYR10DX9PA35120, which is a 2009 Ford Pick-Up and reclaiming the old title that was surrendered 1FTKR1AD3APA66198 which is for a 2010 Ford Ranger. With this correction, the county will be receiving an additional $188.00 from insurance carrier against this claim.

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

AI-34036 **13. B.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for Hidalgo County Precinct No. 4-"Pit Run Caliche Base" RFB No.: 2012-103A-00-00-SGS, including the re-advertising of project in the event no bids/responses are received and/or are rejected and project is still required.

BACKGROUND

1. Current contract will expire on November 17, 2012
2. New contract will commence on November 18, 2012
3. Proposed schedule of events:
   1st Advertisement: September 29, 2012.
   2nd Advertisement: October 06, 2012
   Bid Opening Date: October 17, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Pct #4 $ 9,364.66 as of 09/14/12

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Pct #4 $47,582.47 as of 09/14/12

Attachments

Procurement Packet -Draft contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/12/2012 02:38 PM
Budget & Management	Merlen P. Munoz	09/12/2012 03:31 PM
Manuel Chapa	Manuel Chapa	09/14/2012 10:17 AM
Auditor's Office	Angela Garcia	09/21/2012 05:08 PM

Form Started By: Sandy Suarez Started On: 09/04/2012 02:24 PM

Final Approval Date: 09/21/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(APPROVAL OF SPECIFICATIONS)

TO: Hon. Joseph Palacios., Commissioner
Hidalgo County Precinct No. 4

ATTN: Marco Lopez, Chief Administrator — via email: marcos.lopez@co.hidalgo.tx.us
Gloria Beltran, Executive Assistant — via email: gloria.beltran@co.hidalgo.tx.us
Rumaldo Munoz, Accounts Payable Specialist III — via email: rumaldo.munoz@co.hidalgo.tx.us

FROM Sandy Suarez Buyer II
Hidalgo County Purchasing Department

DATE: September 04, 2012

RE: **Approval or Disapproval of Specifications for: BID NO.: 2012-103A-00-00-SGS-HidalgoCounty Precinct No. 4 - "PIT RUN CALICHE BASE"**

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860

APPROVE ✓	DISAPPROVE	
APPROVED WITH MODIFICATIONS		

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

Other (specify) _____

BUDGET ACCOUNT #: 2-1200-431-00-124-007-0-673/731

Roman Rodriguez	Roman Rodriguez	Road & Bridge 0	9/6/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, September 07, 2012 @3:00 P.M.

Enclosures

Bid No: 2012-103A-00-00-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4

"PIT RUN CALICHE BASE"

BID OPENING DATE:
Month 00, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-PIT RUN CALICHE BASE** "in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-103A-00-00-SGS-HIDALGO COUNTY PRECINCT NO. 4 – PIT RUN CALICHE BASE"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, MONTH 00, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2012-103A-00-00-SGS- HIDALGO COUNTY PRECINCT NO. 4-PIT RUN CALICHE BASE."** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 4 –PIT RUN CALICHE BASE"** 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 Precinct No. 4
Rumaldo Munoz, Admin. Assistant
1051 N. Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. **Schedule of Events:**

Bid Opening, 9:30 AM	**MONTH 00, 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.

- If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who

desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2012-103A-00-00-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
Bid No. 2012-103A-00-00-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:
Hidalgo County is soliciting competitive sealed bids for "**Pit Run Caliche Base**" for Hidalgo County Precinct No. 4. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All material purchased will be on an "**As Needed Basis**" by Precinct No. 4.

Specifications/Requirements:

1. Pit Run Caliche will be on an "**As Needed Basis**" only. There is no guaranteed annual volume. It shall be agreed and understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.
2. Bid will be based on the lowest bid per ton basis as listed on bid page form. (Exhibit "B")
3. Awarded bidder(s) **shall have on site** at the Bidder's Pit location(s), an electronic or manual scale with a minimum of 70 ft. in length.
4. When requested, samples shall to furnished free of expense to Hidalgo County.
5. In the event that the material furnished does not meet all the above requirements (regardless of weather, tests 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.
6. Location is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration, if material is picked up at the plant site.

TERMS AND CONDITIONS:

1.) The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term under the same price, terms, and conditions. Prices must remain firm during the contract period.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the 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 of such item.

5.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Terminated by County with thirty (30) days written notice.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) 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.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) It is expressly understood and agreed that in case Hidalgo county should need Pit Run Caliche Base not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

Further, Hidalgo County reserves the right to seek another vendor if at any time; vendor's prices do not conform to public pricing.

14) Testing may be performed at the request of Hidalgo County during the length of the contract through an independent testing laboratory.

15) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

16) **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve

the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, MONTH 00, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, MONTH 00, 2012 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2012-103A-00-00-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Pit Run Caliche Base will be on an "**As Needed Basis**" only

NIGP Commodity Code: 750-14

	BUSINESS NAME	PIT LOCATION	PRICE PER TON
1			$
2			$
3			$
4			$
5			$
6			$

TERM: The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term, under the same price, terms, and conditions. Prices must remain firm during the contract period.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____/_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L 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- ☐ OTHER TORY LIMITS	
					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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

(Copy of receipt and this form must be submitted with bid)

REQUIREMENTS AGREEMENT
C-12-103A-08-21

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____day of _____, 2012 by and between _____("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "Pit Run Caliche Base" (on an as needed basis), (the "Product") for Hidalgo County Precinct No. 4, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a one (1) year term with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2012 and expire on _____, 2013 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet 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. 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 South 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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of

Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____, 2012

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

EXHIBIT "B"
BID PAGE

EXHIBIT "C"
CERTIFICATE OF INSURANCE

Sandy Suarez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 4:42 PM
To: 'Sandy Suarez'
Subject: FW: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, April 27, 2012 4:27 PM
To: 'Martha Salazar'
Subject: RE: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

The revised specifications are fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 3:58 PM
To: 'Steve Crain'
Cc: 'Sandy Suarez'
Subject: FW: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Importance: High

Mr. Crain:
We complete your recommended changes to Specifications. Please review and comment.
Marty

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 3:18 PM
To: 'Martha Salazar'
Cc: 'Leticia Saenz'; 'Darlene Betancourt'
Subject: RE: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

Ms. Marty,

Attached are the specifications with the recommended/ improvements for the Hauling Services of all Rd Material (excluding Hot Mix) and Pit Run Caliche. Please forward to Mr. Crain, for review and approval.
Thank you,

Sandy Suarez

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 11:50 AM
To: 'Sandy Suarez'; 'Leticia Saenz'
Cc: 'Darlene Betancourt'
Subject: FW: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Importance: High

Sandy Suarez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 11:50 AM
To: 'Sandy Suarez'; 'Leticia Saenz'
Cc: 'Darlene Betancourt'
Subject: FW: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Attachments: 02 Draft-Specs Pit Run Caliche.PDF; 01 Draft-C-12-103-00-00-Pit Run Caliche-Pct 4(Sandy).doc; 01 Draft-C-12-105-00-00-Hauling Svc of All Rd Mat (Ex Hot Mx)-Pct 4(Sandy).doc; 02 Drft Specs-Haulin of All Rd Mat (ex hot mix).PDF; "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-... (24.9 KB)
Importance: High

Ms. Letty: Attached is Mr. Crain's response to review and comment for contract documents.
Ms. Sandy: Here are the recommendations/improvements to specifications/requirements for:
Hauling: Scope of Services-Page 2-1st. sentence-insert (after word materials from awarded vendor pits identified herein to sites situated and located within) Hidalgo County....; and,
Specifications/Requirements-Page 2-1st. sentence-insert the same wording in the same place; Page 4-Item 6.) Delete second (2nd.) bullet and end the third (3rd.) bullet after the word notice and delete the rest.

Pit Run Caliche: Exhibit "A" Specifications-Page 3-Item 5-same as above for Hauling.

Thanks,
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 5:23 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Importance: High

Mr. Crain:
Please review, correct (if necessary) and comment as to form.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 4:59 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; sandy.suarez@co.hidalgo.tx.us
Subject: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

Ms. Marty-

Please forward the attached, "working draft" Specs/Service Contract & Requirements Agreement to legal for their review and approval as to form for projects as set forth below:

1) **RFB# 2012-103-00-00-SGS – "PIT RUN CALICHE"-(ON CALL)-PCT 4**
2) **RFB# 2012-105-00-00-SGS – "HAULING SERVICES OF ALL ROAD MATERIALS (EXCLUDING HOT MIX)"-(ON CALL)-PCT 4**

5.) Any contract awarded to a successful bidder will be in effect until:

- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

delete completely

delete this sect.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) 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.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) It is expressly understood and agreed that in case Hidalgo county should need Pit Run Caliche Base not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

Further, Hidalgo County reserves the right to seek another vendor if at any time; vendor's prices do not conform to public pricing.

14) Testing may be performed at the request of Hidalgo County during the length of the contract through an independent testing laboratory.

15) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

AI-34192 **13. C.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Request for Payment-Application No. 7 R1 in the amount of $446,133.30 from D. Wilson Construction Co. awarded contractor for the, "Construction of the Sheriff's Office Substation in the Pct 1 Area", and as certified for payment by project architect, Gignac & Associates-C-11-032-01-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-13XX-423-00-280-036-0-7XX

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

BUDGETARY IMPACT:

PO# 670920 available balance as of 9-21-12 $1,235,827.85 for D. Wilson Construction Co.

Available balance by Account number:

2-1336-423-00-280-036-0-720 $1,054,761.00
2-1342-423-00-280-036-0-739 $ 181,066.85

Attachments

pmt application

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 11:57 AM
Budget & Management	Merlen P. Munoz	09/20/2012 01:53 PM
Manuel Chapa	Manuel Chapa	09/21/2012 01:05 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Rocio Villarreal Started On: 09/12/2012 04:17 PM

Final Approval Date: 09/21/2012

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 12-523

TO OWNER: Hidalgo County Sheriff's Department
Attn.: Juan Tapia, Procurement Specialist
711 El Cibolo Road
Edinburg TX 78540

PROJECT: New Sherrif's substation

APPLICATION NO.: Seven R1
PERIOD TO: 8/31/2012
Contract No:
Job Order No.:
CONTRACT DATE: 1/24/2012

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

CONTRACT FOR: General Construction

VIA: Gignac & Associates
Attn: Juan Mujica, PM
222 East Van Buren, Suite 102
Harlingen, TX 78550

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$ 3,390,000.00
2. Net Change by Change Orders		—
3. CONTRACT SUM TO DATE (Line 1 + 2)		3,390,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on)		2,622,472.00
5. RETAINAGE:		
a. 5% of Completed Work (Columns D + E on Continuation Sheet)	$ 130,214.10	
b. 5% of Stored Material (Column F on Continuation Sheet)	909.50	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		131,123.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		2,491,348.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		2,045,215.10
8. CURRENT PAYMENT DUE		$ 446,133.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 898,651.60	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ —	$ —
Total approved this Month	—	—
TOTALS	—	—
NET CHANGES by Change Order		$ —

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: _____ Date: September 7, 2012

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 7th day of September, 2012

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public Norma Irene Espinoza
My Commission expires 06/08/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 446,133.30

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: 9.11.12

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Acc't, 2-1336-423-00-280-036-0-720

12-523en R1 Total Billed this period 474,899.00
Retainage this period (23,744.95)
Net billing this period 451,154.05

P.O. #: _____
Invoice Received By: _____ on: _____
Good/Services Received By: _____

P.O. #: 670920
Invoice Received By: Tapia on: 9-12-12
Good/Services Received By: Tapia on: 8-31-12

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: Seven R1

Application Date: 8/31/2012

Period From: 8/1/2012

To: 8/31/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
01-010	General Conditions	164,700.00	103,700.00	28,000	—	131,700.00	80%	33,000.00	6,585.00
01-011	Mobilization	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
01-870	Bond	37,300.00	37,300.00	—	—	37,300.00	100%	—	1,865.00
01-871	Builder's Risk Policy	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
01-874	Liability insurance	18,050.00	18,050.00	—	—	18,050.00	100%	—	902.50
02-000	**Site Work**								
02-101	Site clearing & stripping	16,326.00	16,326.00	—	—	16,326.00	100%	—	816.30
02-102	Excavation & backfill, labor	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
02-103	Excavation & backfill, material	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
02-104	Embankment, labor	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
02-105	Embankment, material	674.00	674.00	—	—	674.00	100%	—	33.70
02-106	Select material, material	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
02-107	Earthwork, labor	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
02-280	Termite Control	1,426.00	1,426.00	—	—	1,426.00	100%	—	71.30
02-530	Splashblocks	775.00	—	—	—	—		775.00	
	Concrete								
03-070	Concrete Material	64,598.00	53,064.00	11,534	—	64,598.00	100%	—	3,229.90
03-100	Concrete Labor	42,350.00	34,840.00	7,510	—	42,350.00	100%	—	2,117.50
03-100	Concrete Labor, form work	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
03-110	Concrete Pump	5,776.00	5,776.00	—	—	5,776.00	100%	—	288.80
03-200	Rebar	66,000.00	66,000.00	—	—	66,000.00	100%	—	3,300.00
03-250	Concrete Accessories (Building slab)	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
	Masonry								
04-101	Masonry, mobilization	7,488.00	7,488.00	—	—	7,488.00	100%	—	374.40
04-102	Masonry, CMU, labor	51,622.00	51,622.00	—	—	51,622.00	100%	—	2,581.10
04-103	Masonry, CMU, material	65,239.00	65,239.00	—	—	65,239.00	100%	—	3,261.95
04-104	Exterior veneer, labor	16,044.00	8,500.00	7,544	—	16,044.00	100%	—	802.20
04-105	Exterior veneer, material	17,437.00	17,437.00	—	—	17,437.00	100%	—	871.85
04-106	Sculpt stone Capstone Custom Medallion	12,450.00	3,735.00	8,715	—	12,450.00	100%	—	622.50
04-107	Plaster	3,640.00	—	3,640	—	3,640.00	100%	—	182.00
04-108	Damproofing & ridgid board insulation, labor	7,469.00	7,469.00	—	—	7,469.00	100%	—	373.45
04-109	Damproofing & ridgid board insulation, materia	13,119.00	13,119.00	—	—	13,119.00	100%	—	655.95

Sherriff's Office Substation
Job # 12-523
Retainage 5%

Application No.: Seven R1
Application Date: 8/31/2012
Period From: 8/1/2012
To: 8/31/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
04-109	Masonry Rebar	14,000.00	14,000.00	—	—	14,000.00	100%	—	700.00
04-110	Masonry Weldon Labor	3,250.00	3,250.00	—	—	3,250.00	100%	—	162.50
04-112	Epoxy Rebar	4,200.00	4,200.00	—	—	4,200.00	100%	—	210.00
	Steel								
05-101	Detailing / Engineering	10,941.00	10,941.00	—	—	10,941.00	100%	—	547.05
05-102	Structural / Misc. Steel	114,157.00	114,157.00	—	—	114,157.00	100%	—	5,707.85
05-103	Joist/ deck	35,129.00	35,129.00	—	—	35,129.00	100%	—	1,756.45
05-104	Erection - Structural / Misc.Steel	29,441.00	29,441.00	—	—	29,441.00	100%	—	1,472.05
05-105	Erection - Joist	6,945.00	6,945.00	—	—	6,945.00	100%	—	347.25
05-106	Erection - Deck	5,466.00	5,466.00	—	—	5,466.00	100%	—	273.30
05-107	Pipe Bollards	3,432.00	3,432.00	—	—	3,432.00	100%	—	171.60
05-108	Roof Hatch	854.00	854.00	—	—	854.00	100%	—	42.70
	Architectural woodwork								
06-400	Shop Drawing Submittals	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
06-400	Base Cabinets	6,630.00	—	—	2,690	2,690.00	41%	3,940.00	134.50
06-400	Upper Cabinets	3,034.00	—	—	1,142	1,142.00	38%	1,892.00	57.10
06-400	Tall Open Shelving	15,136.00	—	—	7,143	7,143.00	47%	7,993.00	357.15
06-400	Support Panels/Skirts/Sink Panels	880.00	—	—	440	440.00	50%	440.00	22.00
06-400	Plastic Laminate Counter Tops	2,320.00	—	—	1,160	1,160.00	50%	1,160.00	58.00
06-400	Delviery & Installation	3,000.00	—	—	—	—		3,000.00	
07-000	**Moisture Protection**								
07-150	Bituminous Dampproofing	82,359.00	61,800.00	20,559	—	82,359.00	100%	—	4,117.95
07-180	Water Repellants	2,000.00	1,000.00	1,000	—	2,000.00	100%	—	100.00
07-900	Exterior caulking	3,500.00	—	—	—	—		3,500.00	
	Soffit and Aluminum Panel								
07-410	Soffits, labor	27,813.00	—	9,500	—	9,500.00	34%	18,313.00	475.00
07-432	Soffits, material	48,296.00	19,476.00	28,820	—	48,296.00	100%	—	2,414.80
07-410	Aluminum Composite Metal Panel System, lab	23,127.00	—	2,350	—	2,350.00	10%	20,777.00	117.50
07-432	Aluminum Composite Metal Panel System mat	41,114.00	37,124.00	3,990	—	41,114.00	100%	—	2,055.70

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	720 Building								
	Roofing								
07-501	Modified Bitumen Membrane Roofing, labor	57,211.00	40,700.00	10,790	—	51,490.00	90%	5,721.00	2,574.50
07-502	Modified Bitumen Membrane Roofing, mat.	142,418.00	105,126.00	23,050	—	128,176.00	90%	14,242.00	6,408.80
07-503	Sheet metal installation	2,724.00	1,375.00	1,077	—	2,452.00	90%	272.00	122.60
07-504	Sheet metal shop fabrication	5,647.00	4,000.00	1,082	—	5,082.00	90%	565.00	254.10
07-720	Security Series Roof Hatch	2,800.00	—	—	—	—		2,800.00	
	Doors and Windows								
08-100	Hollow Metal Frames	6,500.00	6,500.00	—	—	6,500.00	100%	—	325.00
08-100	Hollow Metal Doors	5,500.00	2,645.00	—	—	2,645.00	48%	2,855.00	132.25
08-101	Frame/Door/Hdware Labor	6,520.00	1,650.00	—	—	1,650.00	25%	4,870.00	82.50
08-200	Flush Wood Doors	11,000.00	—	6,600	—	6,600.00	60%	4,400.00	330.00
08-700	Finish Hardware	25,000.00	21,108.00	—	—	21,108.00	84%	3,892.00	1,055.40
	Detention doors								
08-322	Submittals,Product data, SubmittalDrawings, Engineering/Programming	11,842.00	11,842.00	—	—	11,842.00	100%	—	592.10
08-323	Detention Doors	4,682.00	—	—	—	—		4,682.00	
08-324	Detention Door Frames	7,444.00	7,444.00	—	—	7,444.00	100%	—	372.20
08-325	Detention Window Frames	4,554.00	4,554.00	—	—	4,554.00	100%	—	227.70
08-326	Detention door hardware	20,692.00	—	—	—	—		20,692.00	
08-327	Detention glazing	11,563.00	—	—	—	—		11,563.00	
08-328	Security ceiling system	15,276.00	—	—	—	—		15,276.00	
08-329	Detention toilet accessories	2,362.00	—	—	—	—		2,362.00	
08-330	Detention grating sliding door system	2,176.00	484.00	—	—	484.00	22%	1,692.00	24.20
08-331	Labor to install	19,409.00	—	—	—	—		19,409.00	
	Overhead doors								
08-360	Overhead Coiling Doors, labor	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
08-361	Overhead Coiling Doors, material	9,500.00	9,500.00	—	—	9,500.00	100%	—	475.00
08-625	Solatubes	2,882.00	2,882.00	—	—	2,882.00	100%	—	144.10
	Glass & glazing								
08-800	Aluminum Framed Storefronts, labor	12,190.00	—	9,760	—	9,760.00	80%	2,430.00	488.00
08-800	Aluminum Framed Storefronts, materials	35,462.00	—	35,462	—	35,462.00	100%	—	1,773.10
08-800	Glass & glazing, labor	9,974.00	—	8,000	—	8,000.00	80%	1,974.00	400.00
08-800	Glass & glazing, materials	31,029.00	—	31,029	—	31,029.00	100%	—	1,551.45
08-800	Bullet resistant barriers, labor	28,000.00	—	—	—	—		28,000.00	

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			Previous	This Period					
	720 Building								
08-800	Bullet resistant barriers, materials	51,345.00	—	—	—	—		51,345.00	
09-000	**Finishes**								
09-100	**Drywall, ceiling and insulation**								
09-101	Metal Stud (Material)	14,565.00	14,565.00	—	—	14,565.00	100%	—	728.25
09-102	Metal Stud (Labor)	12,187.00	11,100.00	1,087	—	12,187.00	100%	—	609.35
09-103	Rigid Board Insulation (Material)	8,366.00	8,366.00	—	—	8,366.00	100%	—	418.30
09-104	Ragad Board Insulation (Labor)	2,071.00	1,000.00	1,071	—	2,071.00	100%	—	103.55
09-105	Sheathing(Material)	3,062.00	3,062.00	—	—	3,062.00	100%	—	153.10
09-106	Sheathing (labor)	1,987.00	1,400.00	587	—	1,987.00	100%	—	99.35
09-107	Wall Insulation (Material)	1,870.00	—	1,870	—	1,870.00	100%	—	93.50
09-108	Wall Insulation (Labor)	799.00	—	799	—	799.00	100%	—	39.95
09-109	Drywall (Material)	8,872.00	4,000.00	4,872	—	8,872.00	100%	—	443.60
09-110	Drywall (Labor)	9,629.00	3,500.00	5,500	—	9,000.00	93%	629.00	450.00
09-111	Suspended gypboard. Ceiling (Material)	4,207.00	2,525.00	650	—	3,175.00	75%	1,032.00	158.75
09-112	Suspended gypboard. Ceiling (Labor)	2,232.00	1,000.00	675	—	1,675.00	75%	557.00	83.75
09-113	Suspended acoustical ceiling (Material)	7,424.00	—	—	—	—		7,424.00	
09-114	Suspended acoustical ceiling (Labor)	2,394.00	—	—	—	—		2,394.00	
09-115	Rough Carpentry (Material)	11,125.00	11,125.00	—	—	11,125.00	100%	—	556.25
09-116	Rough Carpentry (labor)	9,060.00	4,530.00	4,530	—	9,060.00	100%	—	453.00
09-117	General Labor	6,000.00	—	3,600	—	3,600.00	60%	2,400.00	180.00
	Ceramic Tile & Flooring								
09-601	Commercial tile VCT, labor	2,385.00	—	—	—	—		2,385.00	
09-602	Commercial tile VCT, material	6,558.00	—	—	—	—		6,558.00	
09-603	Carpet, labor	540.00	—	—	—	—		540.00	
09-604	Carpet, material	3,240.00	—	—	—	—		3,240.00	
09-301	Ceramic porcelain, labor	1,750.00	—	—	—	—		1,750.00	
09-302	Ceramic porcelain, material	3,750.00	—	—	—	—		3,750.00	
09-303	Restroom ceramic, labor	4,416.00	—	—	—	—		4,416.00	
09-304	Restroom ceramic, material	10,100.00	—	—	—	—		10,100.00	
09-606	Vinyl cove base, labor	893.00	—	—	—	—		893.00	
09-607	Vinyl cove base, material	1,805.00	—	—	—	—		1,805.00	

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	720 Building								
	Painting								
09-900	Painting, material	21,550.00	2,500.00	7,250	—	9,750.00	45%	11,800.00	487.50
09-900	Painting, labor	13,450.00	1,700.00	4,200	—	5,900.00	44%	7,550.00	295.00
10-000	**Specialties**								
10-100	Visual Display Boards	2,000.00	—	—	—	—		2,000.00	
10-101	Visual Display Boards, Labor	275.00	—	—	—	—		275.00	
10-200	Horizontal Louvers	3,820.00	—	—	—	—		3,820.00	
10-431	Defibrillator	1,785.00	—	—	—	—		1,785.00	
10-437	Signage	4,144.00	—	—	—	—		4,144.00	
10-438	Signage Labor	1,050.00	—	—	—	—		1,050.00	
10-500	Metal Lockers, labor	2,500.00	—	—	—	—		2,500.00	
10-500	Metal Lockers, material	10,000.00	—	—	—	—		10,000.00	
10-520	Fire extinguishers	679.00	—	679	—	679.00	100%	—	33.95
10-520	Fire extinguishers, labor	250.00	—	—	—	—		250.00	
10-600	Toilet Compartments	2,700.00	—	—	—	—		2,700.00	
10-600	Toilet Compartments Labor	470.00	—	—	—	—		470.00	
10-800	Toilet and Bath Accessories	2,400.00	—	2,400	—	2,400.00	100%	—	120.00
10-800	Toilet and Bath Accessories Labor	1,350.00	—	—	—	—		1,350.00	
10-812	Detention Toilet Accessories	1,315.00	—	880	—	880.00	67%	435.00	44.00
10-812	Detention Toilet Accessories Labor	450.00	—	—	—	—		450.00	
15-000	**MEP**								
	Plumbing								
15-101	Plumbing Mobilization	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
15-102	Plumbing Fixtures & Equipment, Material	36,000.00	—	—	—	—		36,000.00	
15-103	Plumbing Fixtures & Equipment, Labor	15,000.00	—	—	—	—		15,000.00	
15-104	Plumbing Drains And Carriers, Material	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
15-105	Plumbing Drains And Carriers, Labor	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
15-106	Plumbing Sanitary Underground, Material	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
15-107	Plumbing Sanitary Underground, Labor	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
15-108	Plumbing Sanitary Top Out, Material	1,750.00	1,750.00	—	—	1,750.00	100%	—	87.50
15-109	Plumbing Sanitary Top Out, Labor	750.00	750.00	—	—	750.00	100%	—	37.50

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Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
15-110	Plumbing Storm Sewer Underground, Material	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
15-111	Plumbing Storm Sewer, Labor	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
15-112	Plumbing Domestic Water, Material	16,000.00	16,000.00	—	—	16,000.00	100%	—	800.00
15-113	Plumbing Domestic Water, Labor	11,000.00	11,000.00	—	—	11,000.00	100%	—	550.00
15-114	Sand-Oil Interceptor Equipment, Material	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
	Fire Sprinkler								
15-301	Engineering	2,800.00	2,800.00	—	—	2,800.00	100%	—	140.00
15-302	Shop labor	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
15-303	Inside material	12,544.00	11,290.00	—	—	11,290.00	90%	1,254.00	564.50
15-304	Inside labor	6,000.00	2,400.00	1,500	—	3,900.00	65%	2,100.00	195.00
	HVAC								
15-501	Mobilization:	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
15-503	Project Management	4,000.00	2,100.00	1,200	—	3,300.00	83%	700.00	165.00
15-504	Material - Submittals	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
15-505	Permit	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
15-506	Equipment Rental	3,000.00	1,000.00	1,500	—	2,500.00	83%	500.00	125.00
15-507	Overhead & Profit	4,000.00	2,000.00	1,200	—	3,200.00	80%	800.00	160.00
15-508	Bond	—	—	—	—	—		—	
15-509	Allowance	—	—	—	—	—		—	
15-510	Project Meetings	1,000.00	500.00	350	—	850.00	85%	150.00	42.50
15-511	**Sheetmetal Duct:**								
15-512	Material - Prefab Sheet Metal	9,000.00	8,100.00	600	—	8,700.00	97%	300.00	435.00
15-513	Labor for Prefab Sheet Metal	9,000.00	8,100.00	600	—	8,700.00	97%	300.00	435.00
15-514	Material - For Installation	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
15-515	Labor	17,000.00	9,500.00	5,500	—	15,000.00	88%	2,000.00	750.00
15-516	Material - Duct Insulation	6,500.00	650.00	5,500	—	6,150.00	95%	350.00	307.50
15-517	Labor - duct insulation	10,000.00	1,000.00	8,100	—	9,100.00	91%	900.00	455.00
15-518	**Air Devices:**								
15-519	Material - Air Grilles (Mech Reps)	5,500.00	3,495.00	2,005	—	5,500.00	100%	—	275.00
15-520	Labor	1,050.00	—	—	—	—		1,050.00	
15-521	Material - Exhaust Fans w/ curb (Mech Reps)	2,500.00	2,305.00	195	—	2,500.00	100%	—	125.00
15-522	Labor	1,475.00	—	1,475	—	1,475.00	100%	—	73.75

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	720 Building								
15-523	**Refrigerant piping**								
15-524	Refrigerant Material	1,575.00	—	1,575	—	1,575.00	100%	—	78.75
15-525	Refrigerant - Labor	1,450.00	—	1,100	—	1,100.00	76%	350.00	55.00
15-526	Condensate Materials	1,850.00	—	1,850	—	1,850.00	100%	—	92.50
15-527	Condensate - Labor	1,550.00	—	1,175	—	1,175.00	76%	375.00	58.75
15-528	Insulation Material	950.00	—	575	—	575.00	61%	375.00	28.75
15-529	Insulation - Labor	850.00	—	650	—	650.00	76%	200.00	32.50
15-530	**Air Conditioning Equipment:**								
15-531	Roof Tops and Ductless Splits (Johnson Cont	57,750.00	—	57,750	—	57,750.00	100%	—	2,887.50
15-532	Roof Tops and Ductless Splits - Labor	3,000.00	—	2,500	—	2,500.00	83%	500.00	125.00
15-533	**Controls:**								
15-534	Controls Subcontractor - (Automatic Logic)IS	35,000.00	15,942.00	—	5,615	21,557.00	62%	13,443.00	1,077.85
15-535	Commissing and Testing:		—	—	—	—		—	
15-536	Test and Balance Subcontractor (P.H.I.)	6,500.00	—	—	—	—		6,500.00	
16-000	**Electrical**								
16-101	Gear, Material	32,000.00	32,000.00	—	—	32,000.00	100%	—	1,600.00
16-102	Gear, Labor	10,000.00	5,450.00	2,500	—	7,950.00	80%	2,050.00	397.50
16-103	Lighitng, Material	162,000.00	162,000.00	—	—	162,000.00	100%	—	8,100.00
16-104	Lighitng, Labor	10,000.00	—	—	—	—		10,000.00	
16-105	Underground, Material	28,000.00	28,000.00	—	—	28,000.00	100%	—	1,400.00
16-106	Underground, Labor	9,100.00	9,100.00	—	—	9,100.00	100%	—	455.00
16-107	Rough-In, Material	57,970.00	45,882.00	6,500	—	52,382.00	90%	5,588.00	2,619.10
16-108	Rough-In, Labor	39,500.00	29,725.00	5,450	—	35,175.00	89%	4,325.00	1,758.75
16-109	Wire, Material	49,600.00	30,000.00	7,600	—	37,600.00	76%	12,000.00	1,880.00
16-110	Wire, Labor	11,400.00	6,840.00	1,800	—	8,640.00	76%	2,760.00	432.00
16-111	Finish-Out, Material	9,600.00	—	—	—	—		9,600.00	
16-112	Finish-Out, Labor	6,600.00	—	—	—	—		6,600.00	
16-113	Special Systems,	23,560.00	1,890.00	—	—	1,890.00	8%	21,670.00	94.50
16-114	Generator	76,670.00	76,670.00	—	—	76,670.00	100%	—	3,833.50
	Allowances								
BF-001	Betterment Allowance	60,000.00	25,277.00	—	—	25,277.00	42%	34,723.00	1,263.85
BF-002	2 ton structural steel allowance	8,000.00	—	—	—	—		8,000.00	
BF-003	3 ton reinforcing steel allowance	5,500.00	—	—	—	—		5,500.00	

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	720 Building								
ASI 001-1	PR-03 Credit electrical primary relocation	(4,790.00)	—	(4,790)	—	(4,790.00)	100%	—	(239.50)
ASI 001-2	PR-04R2 Revise utility work per Fire Marshal	25,795.00	—	25,795	—	25,795.00	100%	—	1,289.75
ASI 001-3	PR-05 Credit for re-routing sanitary sewer line	(540.00)	—	(540)	—	(540.00)	100%	—	(27.00)
ASI 001-4	PR-06 Revsions to detention area doors and h	5,080.00	5,080.00	—	—	5,080.00	100%	—	254.00
ASI 001-5	PR-07 Credit for deleting concrete encasemen	(268.00)	—	(268)	—	(268.00)	100%	—	(13.40)
ASI 001	Charge Betterment Allowance	(25,277.00)	(25,277.00)	—	—	(25,277.00)	100%	—	(1,263.85)
	720 Building	**2,845,528.00**	**1,785,482.00**	**441,609.00**	**18,190.00**	**2,245,281.00**	**79%**	**600,247.00**	**112,264.05**

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	720 Building								
	739 Parking Lot								
01-010	General Conditions	3,500.00	2,300.00	490	—	2,790.00	80%	710.00	139.50
02-001	File NOt	750.00	750.00	—	—	750.00	100%	—	37.50
02-002	SWPP - Inspections	2,300.00	1,900.00	—	—	1,900.00	83%	400.00	95.00
02-006	SWPP - Silt fence w/ Const. Entrance	5,800.00	5,800.00	—	—	5,800.00	100%	—	290.00
	Site Work								
02-101	Traffic control, labor	672.00	672.00	—	—	672.00	100%	—	33.60
02-102	Traffic control, material	2,015.00	2,015.00	—	—	2,015.00	100%	—	100.75
02-103	Hydrostatic testing, labor	672.00	672.00	—	—	672.00	100%	—	33.60
02-104	Hydrostatic testing, material	1,343.00	1,343.00	—	—	1,343.00	100%	—	67.15
02-105	Ductile iron, labor	2,687.00	2,687.00	—	—	2,687.00	100%	—	134.35
02-106	Ductile iron, material	4,030.00	4,030.00	—	—	4,030.00	100%	—	201.50
02-107	PVC Pressure pipe, labor	9,404.00	9,404.00	—	—	9,404.00	100%	—	470.20
02-108	PVC Pressure pipe, material	8,060.00	8,060.00	—	—	8,060.00	100%	—	403.00
02-109	Street parking lot excavation, labor	18,807.00	18,807.00	—	—	18,807.00	100%	—	940.35
02-110	Sand bedding / backfill, labor	5,373.00	5,373.00	—	—	5,373.00	100%	—	268.65
02-111	Sand bedding / backfill, material	2,687.00	2,687.00	—	—	2,687.00	100%	—	134.35
02-112	Trench safety, labor	8,060.00	8,060.00	—	—	8,060.00	100%	—	403.00
02-113	Trench safety, material	4,030.00	4,030.00	—	—	4,030.00	100%	—	201.50
02-114	Site grading, labor	16,866.00	16,866.00	—	—	16,866.00	100%	—	843.30
02-115	Lime stabilization, labor	10,747.00	10,747.00	—	—	10,747.00	100%	—	537.35
02-116	Lime stabilization, material	40,301.00	40,301.00	—	—	40,301.00	100%	—	2,015.05
02-117	Flexible base, caliche, material	10,747.00	10,747.00	—	—	10,747.00	100%	—	537.35
02-118	Utility backfill , material	8,060.00	8,060.00	—	—	8,060.00	100%	—	403.00
02-119	Water pipe with bore, labor	9,404.00	9,404.00	—	—	9,404.00	100%	—	470.20
02-120	Water pipe with bore, material	4,030.00	4,030.00	—	—	4,030.00	100%	—	201.50
02-121	Water service lines, labor	10,747.00	10,747.00	—	—	10,747.00	100%	—	537.35
02-122	Tapping sleeves / tapping valves, labor	4,030.00	4,030.00	—	—	4,030.00	100%	—	201.50
02-123	Tapping sleeves / tapping valves, material	6,717.00	6,717.00	—	—	6,717.00	100%	—	335.85

Sherriff's Office Substation
Job # 12-523
Retainage 5%

Application No.: Seven R1
Application Date: 8/31/2012
Period From: 8/1/2012
To: 8/31/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
02-124	Gate valves for water, labor	6,717.00	6,717.00	—	—	6,717.00	100%	—	335.85
02-125	Fire hydrants, material	4,299.00	4,299.00	—	—	4,299.00	100%	—	214.95
02-126	Vacuum testing, labor	2,687.00	2,687.00	—	—	2,687.00	100%	—	134.35
02-127	Gravity sanitary sewers, labor	9,404.00	9,404.00	—	—	9,404.00	100%	—	470.20
02-128	Gravity sanitary sewers, material	9,404.00	9,404.00	—	—	9,404.00	100%	—	470.20
02-129	Concrete curb & gutter, labor	5,000.00	4,500.00	500	—	5,000.00	100%	—	250.00
02-130	Concrete curb & gutter, material	5,000.00	4,500.00	500	—	5,000.00	100%	—	250.00
02-289	Sidewalk Concrete Material	3,196.00	—	1,925	—	1,925.00	60%	1,271.00	96.25
02-290	Sidewalk Concrete Labor	2,975.00	—	1,785	—	1,785.00	60%	1,190.00	89.25
02-500	Concrete Paving Material	41,099.00	41,099.00	—	—	41,099.00	100%	—	2,054.95
02-501	Concrete Paving Labor	19,368.00	19,368.00	—	—	19,368.00	100%	—	968.40
02-520	Carstops	3,500.00	—	—	—	—		3,500.00	
02-525	Site signage	2,500.00	—	—	—	—		2,500.00	
02-830	High Security Chain Link Fencing	70,000.00	—	—	—	—		70,000.00	
03-000	**Concrete**								
03-075	Light Poles - Concrete/XFMR Material	9,724.00	9,724.00	—	—	9,724.00	100%	—	486.20
03-076	Light Pole/ XFMR Labor	8,400.00	8,400.00	—	—	8,400.00	100%	—	420.00
03-114	Drilled Shaft Piers	7,650.00	7,650.00	—	—	7,650.00	100%	—	382.50
03-250	Concrete Accessories (Poly, Brick, Curing)	10,000.00	7,000.00	3,000.00	—	10,000.00	100%	—	500.00
10-000	**Specialties**								
10-350	Flag Pole	4,310.00	—	—	—	—		4,310.00	
10-351	Flag Pole Labor	1,200.00	—	—	—	—		1,200.00	
10-000	**Electrical**								
16-100	Electric Contractor	34,000.00	27,100.00	6,900.00	—	34,000.00	100%	—	1,700.00
	Fuel Tank System								
13-201	Fuel Dispensers & Hardware	5,975.25	—	—	—	—		5,975.25	
13-202	Fuel Management System	5,885.97	—	—	—	—		5,885.97	
13-203	Fuel Tank Gauge System	4,658.72	—	—	—	—		4,658.72	
13-204	Aboveground Fuel Storage Tank	27,093.00	—	—	—	—		27,093.00	
13-205	Storage Tank Hardware & Piping	14,175.54	—	—	—	—		14,175.54	
13-206	Installation Equipment Rentals	1,065.00	—	—	—	—		1,065.00	
13-207	Crane Service and Operator	2,167.00	—	—	—	—		2,167.00	

Sherriff's Office Substation
Job # 12-523
Retainage 5%

Application No.: Seven R1
Application Date: 8/31/2012
Period From: 8/1/2012
To: 8/31/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	720 Building								
13-208	Equipment & Materials Freight	1,404.20	—	—	—	—		1,404.20	
13-209	Electrical Service Termination	2,112.00	—	—	—	—		2,112.00	
13-210	Equipment Start-up & Training	3,300.00	—	—	—	—		3,300.00	
13-211	Fuel Storage Tank & Piping Installation	14,363.32	—	—	—	—		14,363.32	
	739 Parking Lot	**544,472.00**	**362,091.00**	**15,100.00**	—	**377,191.00**	**69%**	**167,281.00**	**18,859.55**
	Contract sum	**3,390,000.00**	**2,147,573.00**	**456,709.00**	**18,190.00**	**2,622,472.00**	**77%**	**767,528.00**	**131,123.60**

STORED MATERIAL INVOICES

A.A.E. Manufacturing Company, Inc.

Project Schedule of Values

Application No: 3
Application Date: 8/21/2012
Period To: 7/20/12 thru 8/21/12
Project: Hidalgo County Sheriff's Substation
Weslaco, Texas

A	B	C	D	E	F	G		H	I
			Work Completed						
Item No.	Description of Work	Scheduled Value	From Previous Application	This Period	Materials Presently Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
1	Shop Drawing Submittals	$850.00	$0.00	$0.00	$850.00	$850.00	100%	$0.00	
2	Base Cabinets	$5,380.00	$1,883.00	$807.00	$0.00	$2,690.00	50%	$2,690.00	
3	Upper Cabinets	$2,284.00	$799.40	$342.60	$0.00	$1,142.00	50%	$1,142.00	
4	Tall Open Shelving	$14,286.00	$5,000.10	$2,142.90	$0.00	$7,143.00	50%	$7,143.00	
5	Support Panels/Skirts/Sink Panels	$880.00	$308.00	$132.00	$0.00	$440.00	50%	$440.00	
6	Plastic Laminate Counter Tops	$2,320.00	$812.00	$348.00	$0.00	$1,160.00	50%	$1,160.00	
7	Delivery & Installation	$3,000.00	$1,050.00	$0.00	$0.00	$1,050.00	35%	$1,950.00	
8	Delivery & Installation-Credit (Billing error)	$0.00	$0.00	-$1,050.00	$0.00	-$1,050.00	100%	$1,050.00	
9	Total	$29,000.00	$9,852.50	$2,722.50	$850.00	$13,425.00	0%	$15,575.00	

Crossroads Specialties, L.L.C.
P. O. Box 5008
Victoria, TX 77903-5008

A Woman Owned Business
HUB Certified

Invoice

Date	Invoice #
8/4/2012	**6139**

Bill To
D Wilson Construction Co P O Box 3455 Mc Allen TX 78502-3455

Job
Crossroads c/o D. Wilson Hidalgo Co Sheriff's Substation 3003 E. Mile 11 N. Weslaco TX 78596

Customer Contact
Ernest

Customer Phone	Customer Fax	P.O. Number	Terms	Due Date	Rep
956-686-9573	956-686-3270	12-523-003	Net 30	9/3/2012	LD

Description	Amount
6 - JL Ind Fire Extinguisher Cabinets with silk-screen lettering	1,200.00
6 - 10lb ABC Extinguishers - tagged	
Sales Tax	0.00

RECEIVED
AUG 08 2012
BY:

POSTED
AUG 06 2012
D. WILSON
CONSTRUCTION

All work is complete!

Total **$1,200.00**

PLEASE NOTE PHYSICAL ADDRESS:
All invoices are due and payable to: Crossroads Specialties, L.L.C.,
5103 Lingo Lane, Victoria TX 77904

Phone #	Fax #	E-mail
361-575-4142	361-579-9197	crspecialties@sbcglobal.net

ABC Associated Builders and Contractors, Inc.
Texas Mid Coast Chapter

Automated Logic - Texas

Bill To	Southern Mechanical 1820 East Sugarcane Road Weslaco, TX 78596	Contractor	Automated Logic - Texas 848 W. Byrd Boulevard Universal City, TX 78148 Tel: (210) 658-0900	Application Number Period From Invoice Number	000004 8/1/2012 023689
				Application Date Period To Project	8/13/2012 8/31/2012 RV-11-12-0003-P

Project Owner	Hidalgo County Sheriffs Substation Hidalgo County Purchasing Department 2802 South Business Hwy 281 Edinburg TX 78539	Remit To	Automated Logic Corporation Automated Logic - Texas P.O. Box 403257 Atlanta, GA 30384-3257	Ref Nbr PO # Company ID	 16777 42

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders Approved in previous months by Owner		Additions $	Deductions $
	Total	0.00	0.00
Subsequent Change Orders Change Order	Date Approved		
	4/12/2012		
	Total	0.00	0.00
Net change by Change Orders:			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

The present status of the account for this contract is as follows	
Original Contract Sum	36,230.00
Net Change Orders.....	0.00
Contract Sum To Date	36,230.00
Total Completed and Stored To Date.....	21,557.20
Retainage 10 %	2,155.72
Total Earned Less Retainage.....	19,401.48
Less Previous Certificates For Payment.....	14,347.62
Current Contract Amount Due	5,053.86
Current Sales Tax.....	0.00
Current Deposit Applied.....	0.00
Current Payment Due	**5,053.86**
Balance To Finish, Plus Retainage	16,828.52

By: _____ Date: 8/13/2012

Contractor: Automated Logic - Texas

State of: Texas County of: Bexar

Subscribed and sworn to before me this 13th day of August, 2012.

Notary Public: _____

My Commission expires: 5/29/2013

JENNIFER S. OLLE
Notary Public, State of Texas
My Commission Expires
May 29, 2013

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....$ _____

(Attach explanation if amount certified differs from amount applied for.)

Architect or Engineer:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Automated Logic - Texas

Hidalgo County Sheriffs Substation | Application Number 000004 | Period From 8/1/2012 | Ref Nbr
Project RV-11-12-0003-P | Application Date 8/13/2012 | Period To 8/31/2012 | Invoice Number 023689 | Company 42

A	B	C	D	E	F	G	H		I
			WORK COMPLETED						
				This Application		Completed & Stored		Balance	
Item Number	Description of Work	Scheduled Value	Previous Application	Work in Place	Stored Material (Not in D or E)	To Date (D + E + F)	% (G / C)	To Finish (C - G)	Retainage
000001	DDC Controls								
000002	----------								
000010	Mobilization,Engineering,Programming & G	10,869.00	8,695.20	0.00	0.00	8,695.20	80.00	2,173.80	869.52
000015	ALC Equipment	4,348.00	4,348.00	0.00	0.00	4,348.00	100.00	0.00	434.80
000020	Ancillary Devices,ALPS Equip,software &	2,174.00	2,174.00	0.00	0.00	2,174.00	100.00	0.00	217.40
000025	Project Management	3,623.00	724.60	1,086.90	0.00	1,811.50	50.00	1,811.50	181.15
000030	Installation	9,057.00	0.00	4,528.50	0.00	4,528.50	50.00	4,528.50	452.85
000035	Tech Labor	6,159.00	0.00	0.00	0.00	0.00		6,159.00	
	** Total	36,230.00	15,941.80	5,615.40	0.00	21,557.20	59.50	14,672.80	2,155.72
	*** Total Project	36,230.00	15,941.80	5,615.40	0.00	21,557.20	59.50	14,672.80	2,155.72
	*** Total Tax	0.00	0.00	0.00	0.00	0.00			
	*** Total Deposit Applied	0.00	0.00	0.00	0.00	0.00			

STORED MATERIALS CERTIFICATION

Stored Materials

I, **(Timothy J. Mickunas)**, Treasurer of **D. Wilson Construction Company**, as of **(August 31, 2012)**, inform the County of Hidalgo that the "MATERIALS STORED" listed on Payment Application **#7R1** are at the following location:

For security purposes, materials are currently stored at the warehouses of Southern Mechanical, AAE Manufacturing, and Wilson Construction.

Timothy J. Mickunas
Printed Name

Signature:

09/10/12

Date:

CERTIFICATE OF SATISFACTION OF BILLS

CERTIFICATE OF SATISFACTION OF BILLS

THE STATE OF TEXAS δ
δ
COUNTY OF HIDALGO δ

The undersigned executive officer, general partner or proprietor of
D. WILSON CONSTRUCTION COMPANY, P.O. Box 3455, McAllen, TX 78502

Contractor to the HIDALGO COUNTY SHERIFFS DEPARMENT SUB-STATION PROJECT for the following-described Work of construction, alteration or repair:

upon his oath does state:

All bills and claims for labor, material, equipment and otherwise for the above Work have been paid or otherwise satisfied, except as follows: NONE

The undersigned makes this statement with the intent that it be believed and that, in reliance hereon, COUNTY OF HIDALGO will make PROGRESS payment TO THE General contractor for the above Work.

TIMOTHY J. MICKUNAS, Secretary/Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, this

10th day of September, 20 12.

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public in and
for HIDALGO County, Texas

06/11/05

CERTIFIED STATEMENT

Certified Statement

I, (Timothy J. Mickunas), Treasurer of **D. Wilson Construction Company**, as of (August 31, 2012), state and affirm the following in reference to the Hidalgo County Sheriff's Substation project:

"There are no known mechanics', materialman's or laborer' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional."

Timothy J. Mickunas
Printed Name

Signature:

09/10/12

Date:

State of Texas
County of Hidalgo

This statement was acknowledged before me on the above named individual on 09.10.12.

Notary Signature: (Notary Seal)

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

STORED MATERIAL INVOICES

A.A.E. Manufacturing Company, Inc.

Project Schedule of Values

Application No: 3
Application Date: 8/21/2012
Period To: 7/20/12 thru 8/21/12
Project: Hidalgo County Sheriff's Substation
Weslaco, Texas

A	B	C	D	E	F	G		H	I
			Work Completed						
Item No.	Description of Work	Scheduled Value	From Previous Application	This Period	Materials Presently Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
1	Shop Drawing Submittals	$850.00	$0.00	$0.00	$850.00	$850.00	100%	$0.00	
2	Base Cabinets	$5,380.00	$1,883.00	$807.00	$0.00	$2,690.00	50%	$2,690.00	
3	Upper Cabinets	$2,284.00	$799.40	$342.60	$0.00	$1,142.00	50%	$1,142.00	
4	Tall Open Shelving	$14,286.00	$5,000.10	$2,142.90	$0.00	$7,143.00	50%	$7,143.00	
5	Support Panels/Skirts/Sink Panels	$880.00	$308.00	$132.00	$0.00	$440.00	50%	$440.00	
6	Plastic Laminate Counter Tops	$2,320.00	$812.00	$348.00	$0.00	$1,160.00	50%	$1,160.00	
7	Delivery & Installation	$3,000.00	$1,050.00	$0.00	$0.00	$1,050.00	35%	$1,950.00	
8	Delivery & Installation-Credit (Billing error)	$0.00	$0.00	-$1,050.00	$0.00	-$1,050.00	100%	$1,050.00	
9	Total	$29,000.00	$9,852.50	$2,722.50	$850.00	$13,425.00	0%	$15,575.00	

Automated Logic - Texas

Bill To	Southern Mechanical 1820 East Sugarcane Road Weslaco, TX 78596	Contractor	Automated Logic - Texas 848 W. Byrd Boulevard Universal City, TX 78148 Tel: (210) 658-0900	Application Number Period From Invoice Number	000004 8/1/2012 023689	Application Date Period To Project	8/13/2012 8/31/2012 RV-11-12-0003-P
Project Owner	Hidalgo County Sheriffs Substation Hidalgo County Purchasing Department 2802 South Business Hwy 281 Edinburg TX 78539	Remit To	Automated Logic Corporation Automated Logic - Texas P.O. Box 403257 Atlanta, GA 30384-3257	Ref Nbr PO # Company ID	 16777 42		

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders Approved in previous months by Owner		Additions $	Deductions $
	Total	0.00	0.00
Subsequent Change Orders Change Order	Date Approved		
	4/12/2012		
	Total	0.00	0.00
Net change by Change Orders:			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

The present status of the account for this contract is as follows	
Original Contract Sum	36,230.00
Net Change Orders.....	0.00
Contract Sum To Date	36,230.00
Total Completed and Stored To Date.....	21,557.20
Retainage 10 %	2,155.72
Total Earned Less Retainage.....	19,401.48
Less Previous Certificates For Payment.....	14,347.62
Current Contract Amount Due	5,053.86
Current Sales Tax.....	0.00
Current Deposit Applied.....	0.00
Current Payment Due	**5,053.86**
Balance To Finish, Plus Retainage	16,828.52

By: _____ Date: 8/13/2012

Contractor: Automated Logic - Texas

State of: Texas County of: Bexar

Subscribed and sworn to before me this 13th day of August, 2012.

Notary Public: _____

My Commission expires: 5/29/2013

JENNIFER S. OLLE
Notary Public, State of Texas
My Commission Expires
May 29, 2013

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....$ _____

(Attach explanation if amount certified differs from amount applied for.)

Architect or Engineer:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

STORED MATERIALS CERTIFICATION

Stored Materials

I, **(Timothy J. Mickunas)**, Treasurer of **D. Wilson Construction Company**, as of **(August 31, 2012)**, inform the County of Hidalgo that the "MATERIALS STORED" listed on Payment Application **#7R1** are at the following location:

For security purposes, materials are currently stored at the warehouses of Southern Mechanical, AAE Manufacturing, and Wilson Construction.

Timothy J. Mickunas
Printed Name

Signature:

09/10/12

Date:

CERTIFICATE OF SATISFACTION OF BILLS

CERTIFICATE OF SATISFACTION OF BILLS

THE STATE OF TEXAS δ
δ
COUNTY OF HIDALGO δ

The undersigned executive officer, general partner or proprietor of
D. WILSON CONSTRUCTION COMPANY, P.O. Box 3455, McAllen, TX 78502

Contractor to the HIDALGO COUNTY SHERIFFS DEPARMENT SUB-STATION PROJECT for the following-described Work of construction, alteration or repair:

upon his oath does state:

All bills and claims for labor, material, equipment and otherwise for the above Work have been paid or otherwise satisfied, except as follows: NONE

The undersigned makes this statement with the intent that it be believed and that, in reliance hereon, COUNTY OF HIDALGO will make PROGRESS payment TO THE General contractor for the above Work.

TIMOTHY J. MICKUNAS, Secretary/Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, this

10th day of September, 20 12.

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public in and
for HIDALGO County, Texas

CERTIFIED STATEMENT

Certified Statement

I, **(Timothy J. Mickunas)**, Treasurer of **D. Wilson Construction Company**, as of **(August 31, 2012)**, state and affirm the following in reference to the Hidalgo County Sheriff's Substation project:

"There are no known mechanics', materialman's or laborer' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional."

Timothy J. Mickunas
Printed Name

Signature:

09/10/12

Date:

State of Texas
County of Hidalgo

This statement was acknowledged before me on the above named individual on 09.10.12.

Notary Signature: (Notary Seal)

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

AI-34328 **13. D.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application-Payment #2-$60,365.70 from Asago, LLC dba Asago Construction, contracted vendor for Mid-Valley Estates Subdivision as submitted by TEDSI Infrastructure Group, Inc. project engineer (C-CAP-12-049-05-01.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-121-461-0-731/733

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

BUDGETARY IMPACT:

P.O. 679223 for Asago, LLC d/b/a Asago Construction

Funds available as of 9-21-12.

Attachments

Application for Payment No.2 Mid-Valley Estates Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/19/2012 02:19 PM
Purchasing Department	Marty Salazar	09/20/2012 12:19 PM
Budget & Management	Merlen P. Munoz	09/20/2012 02:00 PM
Ivan Cantu	Ivan Cantu	09/21/2012 01:58 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Marcie Jackson Started On: 09/19/2012 01:12 PM

Final Approval Date: 09/21/2012

APPLICATION FOR PAYMENT NO. 2

To: HIDALGO COUNTY (OWNER)
From: ASAGO, LLC dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-12-049-05-01
Project: ROAD AND DRAINAGE CONSTRUCTION FOR MID VALLEY ESTATES SUBDIVISION
Owner's Contract No. C-CAP-12-049-05-01 Engineer's Project No. _____
For Work accomplished through the date of: August 31, 2012

1. Original Contract Price:		$327,181.08
2. Net change by Change Order and Written Agreements(+or-):		
3. Current Contract Price (1 plus 2):		$327,181.08
4. Total completed and stored to date:		$146,782.08
5. Retainage (per Agreement):		
10% of completed Work:	$14,678.21	
_____ of stored material	_____	
Total Retainage:		$14,678.21
6. Total completed and stored to date less retainage (4 minus 5)		$132,103.87
7. Less previous Application for Payments:		$71,738.17
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$60,365.70

Accompanying Documentation:

APPLICATION FOR PAYMENT	PAYROLL
ESTIMATE AND QUANTITY	CONTRACT TIME STATEMENT
SCHEDULE OF VALUES	CONSTRUCTION DAILY REPORTS
LIST OF SUPPLIERS AND SUB CONTRACTORS	TESTING REQUIREMENTS

REQ.# 219819 P.O.# 679223
2-1312-431-00-121-461-0-731→$34,713.00
<-3,471.30>=$31,241.70

REQ.# 219819 P.O.# 679223
2-1312-431-00-121-461-0-733→$32,360.00
<-3,236.00>=$29,124.00

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.

INVOICE RECEIVED BY: _____ ON 9/18/12
GOODS/SERVICES RECEIVED BY: _____ ON 9/18/12

Date: 9/11/12

ASAGO, LLC dba ASAGO CONSTRUCTION
CONTRACTOR

Raul Iglesias, Partner

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 11th day of September, 2012

JOE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 24, 2016

Joe L. Borjas
Notary Public
My Commission expires: 5/24/16

TEDSI Infrastructure Group Inc
ENGINEER

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 09/17/2012

Jose A. Sanchez, P.E.

Asago, LLC dba Asago Construction	Contractor Name
07/16/2012	Starting Date
02/10/2013	Project Ending Date
10%	Retainage Percent

Application No:	**2**
Application Date:	**09/10/2012**
Period To:	**08/31/2011**
Engineer Firm:	**TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C-1080-461	Mid Valley	$327,181.08		$79,709.08	$67,073.00	$146,782.08	$180,399.00	$14,678.21	$132,103.87	$71,738.17	$60,365.70

Asago LLC, dba Asago Construction Contractor Name
7/16/2012 Starting Date
2/10/2013 Project Ending Date
Mid-Valley Estates Engineer's / County Project Description

Application No.: 2
Application Date: 9/10/2012
Period To: 8/31/2012
Engineer's/County Project No.: C-CAP-12-049-05-01

					Original Schedule Value			Revised Schedule		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	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)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	PREPARING ROW	STA	$540.00	21.37	$11,539.80				8.32	8.32	$4,492.80	13.05	21.37	$7,047.00				$11,539.80	0	$0.00
2	110	EXCAVATION (ROADWAY)	CY	$9.00	1405	$12,645.00					0	$0.00	858.00	858.00	$7,722.00				$7,722.00	547	$4,923.00
3	132	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	$10.00	56	$560.00					0	$0.00	8.00	8.00	$80.00				$80.00	48	$480.00
4	164	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	SY	$0.50	6376	$3,188.00					0	$0.00		0.00	$0.00				$0.00	6376	$3,188.00
5	168	VEGETATIVE WATERING	MG	$3.00	321	$963.00					0	$0.00		0.00	$0.00				$0.00	321	$963.00
6	247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	$8.00	6885	$55,080.00					0	$0.00	1531.00	1531.00	$12,248.00				$12,248.00	5354	$42,832.00
7	251	REWORKS BS MTL (TY D)(8")(DENS CONT)	SY	$2.00	5354	$10,708.00					0	$0.00		0.00	$0.00				$0.00	5354	$10,708.00
8	260	LIME TRT(EXST MATL)(6")-SUBGRADE	SY	$3.00	1652	$4,956.00					0	$0.00	1652.00	1652.00	$4,956.00				$4,956.00	0	$0.00
9	260	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)-FLEXBASE	TON	$200.00	51.8	$10,360.00					0	$0.00		0.00	$0.00				$0.00	51.8	$10,360.00
10	260	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)-SUBGRADE	TON	$200.00	12.3	$2,460.00					0	$0.00	12.30	12.30	$2,460.00				$2,460.00	0	$0.00
11	260	LIME TRT(NEW BASE)(8")-FLEXBASE	SY	$2.00	1531	$3,062.00					0	$0.00		0.00	$0.00				$0.00	1531	$3,062.00
12	260	LIME TRT(MIX EXST MATL&NEW BASE)(8")-REWORK	SY	$2.00	5354	$10,708.00					0	$0.00		0.00	$0.00				$0.00	5354	$10,708.00
13	310	PRIME COAT (MC-30)	GAL	$7.00	1379	$9,653.00					0	$0.00		0.00	$0.00				$0.00	1379	$9,653.00
14	340	D-GR HMA(METH) TY-D SAC-B PG64-22	SY	$6.00	5831	$34,986.00					0	$0.00		0.00	$0.00				$0.00	5831	$34,986.00
15	500	MOBILIZATION	LS	$2,027.28	1	$2,027.28				1	1	$2,027.28		1.00	$0.00				$2,027.28	0	$0.00
16	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$200.00	5	$1,000.00				1	1	$200.00	1.00	2.00	$200.00				$400.00	3	$600.00
17	666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	$0.75	3950	$2,962.50					0	$0.00		0.00	$0.00				$0.00	3950	$2,962.50
18	666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	$7.00	54	$378.00					0	$0.00		0.00	$0.00				$0.00	54	$378.00
19	666	REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	LF	$0.75	430	$322.50					0	$0.00		0.00	$0.00				$0.00	430	$322.50
20	666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	$0.75	772	$579.00					0	$0.00		0.00	$0.00				$0.00	772	$579.00
		Total Roadway				**$178,138.08**						**$6,720.08**			**$34,713.00**				**$41,433.08**		**$136,705.00**
		(906) DRAINAGE																			
1	402	TRENCH EXCAVATION PROTECTION	LF	$1.00	1019	$1,019.00				1019	1019	$1,019.00		1019.00	$0.00				$1,019.00	0	$0.00
2	464	RC PIPE (CL III)(18 IN)	LF	$35.00	76	$2,660.00					0	$0.00	76.00	76.00	$2,660.00				$2,660.00	0	$0.00
3	464	RC PIPE (CL III)(24 IN)	LF	$45.00	418	$18,810.00				418	418	$18,810.00		418.00	$0.00				$18,810.00	0	$0.00
4	464	RC PIPE (CL III)(30 IN)	LF	$60.00	561	$33,660.00				561	561	$33,660.00		561.00	$0.00				$33,660.00	0	$0.00
5	465	INLET (COMPL)(TY H)	EA	$4,500.00	4	$18,000.00				1	1	$4,500.00	2.00	3.00	$9,000.00				$13,500.00	1	$4,500.00
6	465	MANH (COMPL)(TY M)	EA	$4,500.00	1	$4,500.00				1	1	$4,500.00		1.00	$0.00				$4,500.00	0	$0.00
7	465	MANH (COMPL)(TY A)	EA	$3,500.00	3	$10,500.00				3	3	$10,500.00		3.00	$0.00				$10,500.00	0	$0.00
8	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	$1.00	169	$169.00					0	$0.00		0.00	$0.00				$0.00	169	$169.00
9	530	DRIVEWAY (CONC)	SY	$30.00	124	$3,720.00					0	$0.00		0.00	$0.00				$0.00	124	$3,720.00
10	530	DRIVEWAY (ACP)	SY	$19.00	1395	$26,505.00					0	$0.00		0.00	$0.00				$0.00	1395	$26,505.00
11	556	15" ADS CORRUGATED PIPE	LF	$20.00	1475	$29,500.00					0	$0.00	1035.00	1035.00	$20,700.00				$20,700.00	440	$8,800.00
		Total Drainage				**$149,043.00**						**$72,989.00**			**$32,360.00**				**$105,349.00**		**$43,694.00**
		TOTAL BASE AMOUNTS:				**$327,181.08**						**$79,709.08**			**$67,073.00**				**$146,782.08**		**$180,399.00**

Jose A. Sanchez
Print Name

9/10/2012
Date

Signature

AI-34308 **13. E.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Acceptance, discussion and approval of listed items with Asago, LLC dba Asago Construction, awarded vendor for Pentecostal Subd.-Pct. #2-submitted through project engineer, R. Gutierrez Engineering Corp. (C-CAP-12-047-03-27):

1. Change Order #3 with final quantities adjustment reflecting a decrease of $1,150.00;
2. Application for payment No. 3 (Final) in the amount of $49,134.24;
3. Application for payment No. 4 (Retainage Release) in the amount of $18,917.56;
4. "Certificate of Construction Completion" reflecting the date of August 29, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-557-1-731/733

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

BUDGETARY IMPACT:

P.O.#676133 has available
731 - $30,800.60
733 - $24,943.00

FISCAL YEAR: 2 ACCT. #: 2-1312-206-00-000-030-0-000

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

BUDGETARY IMPACT:

Account has $13,458.20 available. pending pymt#3 $5,459.36 = $18,917.56 in total retainage.

Attachments

Change Order No.3 Pentecostal Subdivision
Application for Payment No.3 Final Pentecostal Subdivision
Application for Payment No.4 Retainage Release Pentecostal Subdivision
Certificate of Construction Completion Pentecostal Subdivision
pentecostal contract

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/19/2012 11:56 AM
Purchasing Department	Marty Salazar	09/20/2012 12:07 PM
Budget & Management	Merlen P. Munoz	09/20/2012 01:58 PM

Roland Garcia	Rolando Garcia	09/21/2012 09:52 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Marcie Jackson Started On: 09/18/2012 11:27 AM

Final Approval Date: 09/21/2012

CHANGE ORDER NUMBER THREE (3)

PROJECT: Pentecostal Subdivisioin

DATE OF ISSUANCE: September 11, 2012 **EFFECTIVE DATE:** September 25, 2012

OWNER: Hidalgo County
OWNER's Contract No.: C-CAP-12-047-03-27

CONTRACTOR: Asago Construction
2113 Pecos Street
Mission, TX 78573

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Delete 46SY of Cut and Restore Pavement

Reason for Change Order: 1. Final Quantities Adjustment

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 179,094.10		Original Contract Time for Substantial Completion: 75 calendar days or dates
Net Changes from previous Change Orders $ 11,231.50		Net change from previous Change Orders 12 calendar days
Contract Price prior to this Change Order $ 190,325.60		Contract Time prior to this Change Order Substantial Completion: 87 calendar days or dates
Net Increase (decrease) of this Change Order $ (1,150.00)		Net Increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 189,175.60	Net % increase (decrease) from original contract price. 5.60 %	Contract Time with all approved Change Orders Substantial Completion: 87 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: September 11, 2012

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: September 11, 2012

CHANGE ORDER NO. 2 TABULATION
HIDALGO COUNTY
Pentecostal Subdivisioin
CONTRACT NUMBER: C-CAP-12-047-03-27

Item Number	Item Code	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Change Order #3 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	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2	Change in Contract Cost of C.O.#3	Revised Contract Cost after C.O.#3
	(905) ROADWAY															
1	110	1898.00	1898.00	1,898.00	1,898.00	CY	Excavation (Roadway)	$ 4.00	$ 4.00	$ 7,592.00	$ -	$ 7,592.00	$ -	$ 7,592.00	$ -	$ 7,592.00
2	132	8.00	8.00	8.00	8.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C)	$ 10.00	$ 10.00	$ 80.00	$ -	$ 80.00	$ -	$ 80.00	$ -	$ 80.00
3	247	920.00	920.00	920.00	920.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8")	$ 25.00	$ 25.00	$ 23,000.00	$ -	$ 23,000.00	$ -	$ 23,000.00	$ -	$ 23,000.00
4	260	4104.00	4104.00	4,104.00	4,104.00	SY	Lime Treated Base (8")	$ 1.00	$ 1.00	$ 4,104.00	$ -	$ 4,104.00	$ -	$ 4,104.00	$ -	$ 4,104.00
5	260	14.10	14.10	14.10	14.10	TON	Lime (TY A or B)	$ 200.00	$ 200.00	$ 2,820.00	$ -	$ 2,820.00	$ -	$ 2,820.00	$ -	$ 2,820.00
6	310	728.80	728.80	728.80	728.80	GAL	Prime Coat (MC-30)	$ 7.00	$ 7.00	$ 5,101.60	$ -	$ 5,101.60	$ -	$ 5,101.60	$ -	$ 5,101.60
7	340	3644.00	3644.00	3,644.00	3,644.00	SY	Asph. Conc. Pav. TY "D" (1 1/2")	$ 6.00	$ 6.00	$ 21,864.00	$ -	$ 21,864.00	$ -	$ 21,864.00	$ -	$ 21,864.00
8	400	0.00	137.00	137.00	91.00	SY	Cut & Restore Pavement	$ 25.00	$ 25.00	$ -	$ 3,425.00	$ 3,425.00	$ -	$ 3,425.00	$ (1,150.00)	$ 2,275.00
9	502	2.00	2.00	2.00	2.00	MO	Barricades, Signs & Traffic Handling	$ 500.00	$ 500.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ 1,000.00	$ -	$ 1,000.00
10	506	84.00	84.00	84.00	84.00	SY	Construction Exits (Ty II)(Install)	$ 3.00	$ 3.00	$ 252.00	$ -	$ 252.00	$ -	$ 252.00	$ -	$ 252.00
11	506	84.00	84.00	84.00	84.00	SY	Construction Exits (Ty II)(Remove)	$ 1.00	$ 1.00	$ 84.00	$ -	$ 84.00	$ -	$ 84.00	$ -	$ 84.00
12	644	1.00	1.00	1.00	1.00	EA	Small Roadside Sign Assemblies (Ty A)	$ 400.00	$ 400.00	$ 400.00	$ -	$ 400.00	$ -	$ 400.00	$ -	$ 400.00
							TOTAL ROADWAY			$ 66,297.60	$ 3,425.00	$ 69,722.60	$ -	$ 69,722.60	$ (1,150.00)	$ 68,572.60
	(906) DRAINAGE															
1	110	1904.00	1904.00	1,904.00	1,904.00	CY	Excavation (Drain Ditch and Detention Pond)	$ 4.00	$ 4.00	$ 7,616.00	$ -	$ 7,616.00	$ -	$ 7,616.00	$ -	$ 7,616.00
2	164	1017.00	0.00	0.00	0.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 0.25	$ 0.25	$ 254.25	$ (254.25)	$ -	$ -	$ -	$ -	$ -
3	164	1017.00	0.00	0.00	0.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 0.25	$ 0.25	$ 254.25	$ (254.25)	$ -	$ -	$ -	$ -	$ -
4	164	2034.00	2034.00	2,034.00	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 0.50	$ 0.50	$ 1,017.00	$ -	$ 1,017.00	$ -	$ 1,017.00	$ -	$ 1,017.00
5	402	172.00	172.00	172.00	172.00	LF	Trench Excavation Protection	$ 1.00	$ 1.00	$ 172.00	$ -	$ 172.00	$ -	$ 172.00	$ -	$ 172.00
6	432	21.90	21.50	21.50	21.50	CY	Concrete Riprap (CL C)	$ 250.00	$ 250.00	$ 5,475.00	$ (100.00)	$ 5,375.00	$ -	$ 5,375.00	$ -	$ 5,375.00
7	464	1028.00	1074.00	1,074.00	1,074.00	LF	RCP (CL III) (18")	$ 30.00	$ 30.00	$ 30,840.00	$ 1,380.00	$ 32,220.00	$ -	$ 32,220.00	$ -	$ 32,220.00
8	465	2.00	2.00	2.00	2.00	EA	Inlet (Ty C)	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ -	$ 4,000.00	$ -	$ 4,000.00	$ -	$ 4,000.00
9	465	1.00	1.00	1.00	1.00	EA	Manhole (Ty M)	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -	$ 3,000.00	$ -	$ 3,000.00
10	467	23.00	22.00	22.00	22.00	EA	Safety End Treatments (18")(6:1)	$ 800.00	$ 800.00	$ 18,400.00	$ (800.00)	$ 17,600.00	$ -	$ 17,600.00	$ -	$ 17,600.00
11	467	4.00	4.00	4.00	4.00	EA	Safety End Treatments (18")(3:1)	$ 700.00	$ 700.00	$ 2,800.00	$ -	$ 2,800.00	$ -	$ 2,800.00	$ -	$ 2,800.00
12	481	30.00	32.00	32.00	32.00	LF	PVC Pipe (10")	$ 25.00	$ 25.00	$ 750.00	$ 50.00	$ 800.00	$ -	$ 800.00	$ -	$ 800.00
13	481	32.00	32.00	32.00	32.00	LF	PVC Pipe (12")	$ 30.00	$ 30.00	$ 960.00	$ -	$ 960.00	$ -	$ 960.00	$ -	$ 960.00
14	506	538.00	538.00	538.00	538.00	LF	Temp Sediment Control Fence	$ 1.00	$ 1.00	$ 538.00	$ -	$ 538.00	$ -	$ 538.00	$ -	$ 538.00
15	529	2050.00	2050.00	2,050.00	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.00	$ 7.00	$ 14,350.00	$ -	$ 14,350.00	$ -	$ 14,350.00	$ -	$ 14,350.00
16	530	14.00	14.00	28.00	28.00	SY	Driveways (CONCRETE)	$ 50.00	$ 50.00	$ 700.00	$ -	$ 700.00	$ 700.00	$ 1,400.00	$ -	$ 1,400.00
17	550	665.00	665.00	665.00	665.00	LF	Chainlink Fence (6-ft)	$ 20.00	$ 20.00	$ 13,300.00	$ -	$ 13,300.00	$ -	$ 13,300.00	$ -	$ 13,300.00
18	560	2.00	2.00	0.00	0.00	EA	Mailboxes (Multiple)	$ 500.00	$ 500.00	$ 1,000.00	$ -	$ 1,000.00	$ (1,000.00)	$ -	$ -	$ -
19	4001	1.00	1.00	1.00	1.00	EA	Tideflex Valve	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ 2,000.00	$ -	$ 2,000.00
21	530	179.00	200.00	200.00	200.00	SY	Driveways (Ty PRB-1)	$ 30.00	$ 30.00	$ 5,370.00	$ 630.00	$ 6,000.00	$ -	$ 6,000.00	$ -	$ 6,000.00
22	529	0.00	29.00	29.00	29.00	LF	Concrete Valley Gutter	$ 65.00	$ 65.00	$ -	$ 1,885.00	$ 1,885.00	$ -	$ 1,885.00	$ -	$ 1,885.00
23	400	0.00	92.00	92.00	92.00	SY	Cut & Restore Caliche Drive	$ 10.00	$ 10.00	$ -	$ 920.00	$ 920.00	$ -	$ 920.00	$ -	$ 920.00
20	467	0.00	1.00	1.00	1.00	EA	Safety End Treatments (12")(6:1)	$ -	$ 600.00	$ -	$ 600.00	$ 600.00	$ -	$ 600.00	$ -	$ 600.00
24	530	0.00	0.00	1.00	1.00	EA	Driveway Concrete Beam (2' x 3' x 37')	$ 3,800.00	$ 3,800.00	$ -	$ -	$ -	$ 3,800.00	$ 3,800.00	$ -	$ 3,800.00
25	560	0.00	0.00	1.00	1.00	EA	Relocate Existing Mailboxes	$ 250.00	$ 250.00	$ -	$ -	$ -	$ 250.00	$ 250.00	$ -	$ 250.00
							TOTAL DRAINAGE			$ 112,796.50	$ 4,056.50	$ 116,853.00	$ 3,750.00	$ 120,603.00	$ -	$ 120,603.00
							TOTAL AMOUNTS:			$ 179,094.10	$ 7,481.50	$ 186,575.60	$ 3,750.00	$ 190,325.60	$ (1,150.00)	$ 189,175.60

APPLICATION FOR PAYMENT NO.3 FINAL

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-CAP-12-047-03-27
Project: Pentecostal Subdivision
OWNER's Contract No. C-CAP-12-047-03-27 ENGINEER's Project No. ENG05.012D
For Work accomplished through the date of: 10-Sep-2012

1.	Original Contract Price:		$ 179,094.10
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 10,081.50
3.	Current Contract Price (1 plus 2):		$ 189,175.60
4.	Total completed and stored to date:		$ 189,175.60
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 18,917.56	
	10% of stored material:	$ -	
	Total Retainage:		$ 18,917.56
6.	Total completed and stored to date less retainage (4 minus 5):		$ 170,258.04
7.	Less previous Application for Payments:		$ (121,123.80)
8.	Balance to Finish:		$ -
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 49,134.24

REQ.# 216832 P.O.# 676133
2-1312-431-00-122-557-1-731→$29,650.60
<-2,965.06>=$26,685.54

REQ.# 216832 P.O.# 676133
2-1312-431-00-122-557-1-733→$24,943.00
<-2,494.30>=$22,448.70

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) t of Work done under the Contract referred to above h nate obligations incurred in connection with Work cove FINAL PMT 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 Payment is in accordance with the Contract Documents and not defective.

Dated 11-Sep-12 Asago Construction
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 11th day of September 2012
Joe L. Borjas
Notary Public
My Commission expires: 5/24/16

JOE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 24, 2016

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11-Sep-12 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By:

INVOICE RECEIVED BY: ON 9/17/12
GOODS/SERVICES RECEIVED BY: ON 9/17/12

Asago LLC, dba Asago Construction	Contractor Name
June 4, 2012	Starting Date
August 30, 2012	Project Ending Date
10%	Retainage Percent

Application No:	3 FINAL
Application Date:	September 11, 2012
Period To:	September 10, 2012
Engineer Firm:	R. Gutierrez Engineering Corp.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedul 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
3C1080557	Pentecostal	$ 179,094.10	$ 189,175.60	$ 85,518.00	$ 49,064.00	$ 54,593.60	$ 189,175.60	$ -	$ 18,917.56	$ 170,258.04	$121,123.80	$ 49,134.24
		$ 179,094.10	$ 189,175.60	$ 85,518.00	$ 49,064.00	$ 54,593.60	$ 189,175.60	$ -	$ 18,917.56	$ 170,258.04	$121,123.80	$ 49,134.24

Contractor Name:	Asago Construction
Starting Date:	4-Jun-2012
Project Ending Date:	30-Aug-2012
Engineer's / County Project Desc:	Pentecostal Subdivision

Application:	FINAL PMT
Application Date:	11-Sep-2012
Period To:	10-Sep-2012
Engineer's / County Project No.:	ENG05.012D

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Change Order #3 Revised Schedule Value			Application #1			Application #2			Final Application				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	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)	Total to Date	Quan	Dollars
		(905) Roadway																									
1	110	Excavation (Roadway)	CY	$ 4.00	1,898.00	$ 7,592.00	$ 4.00	1,898.00	$ 7,592.00	$ 4.00	1,898.00	$ 7,592.00	$ 4.00	1,898.00	$ 7,592.00	1,898.00	1,898.00	$ 7,592.00		1,898.00	$ -		1,898.00	$ -	$ 7,592.00	0.00	$ -
2	132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	CY	$ 10.00	8.00	$ 80.00	$ 10.00	8.00	$ 80.00	$ 10.00	8.00	$ 80.00	$ 10.00	8.00	$ 80.00	8.00	8.00	$ 80.00		8.00	$ -		8.00	$ -	$ 80.00	0.00	$ -
3	247	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8")	CY	$ 25.00	920.00	$ 23,000.00	$ 25.00	920.00	$ 23,000.00	$ 25.00	920.00	$ 23,000.00	$ 25.00	920.00	$ 23,000.00	850.00	850.00	$ 21,250.00	70.00	920.00	$ 1,750.00		920.00	$ -	$ 23,000.00	0.00	$ -
4	260	Lime Treated Base (8")	SY	$ 1.00	4,104.00	$ 4,104.00	$ 1.00	4,104.00	$ 4,104.00	$ 1.00	4,104.00	$ 4,104.00	$ 1.00	4,104.00	$ 4,104.00	2,052.00	2,052.00	$ 2,052.00	2,052.00	4,104.00	$ 2,052.00		4,104.00	$ -	$ 4,104.00	0.00	$ -
5	260	Lime (TY A or B)	TON	$ 200.00	14.10	$ 2,820.00	$ 200.00	14.10	$ 2,820.00	$ 200.00	14.10	$ 2,820.00	$ 200.00	14.10	$ 2,820.00	7.05	7.05	$ 1,410.00	7.00	14.05	$ 1,400.00	0.05	14.10	$ 10.00	$ 2,820.00	0.00	$ -
6	310	Prime Coat (MC-30)	GAL	$ 7.00	728.80	$ 5,101.60	$ 7.00	728.80	$ 5,101.60	$ 7.00	728.80	$ 5,101.60	$ 7.00	728.80	$ 5,101.60		-	$ -		-	$ -	728.80	728.80	$ 5,101.60	$ 5,101.60	0.00	$ -
7	340	Asph. Conc. Pav. TY "D" (1 1/2")	SY	$ 6.00	3,644.00	$ 21,864.00	$ 6.00	3,644.00	$ 21,864.00	$ 6.00	3,644.00	$ 21,864.00	$ 6.00	3,644.00	$ 21,864.00		-	$ -		-	$ -	3,644.00	3,644.00	$ 21,864.00	$ 21,864.00	0.00	$ -
8	400	Cut & Restore Pavement	SY	$ -	0.00	$ -	$ 25.00	137.00	$ 3,425.00	$ 25.00	137.00	$ 3,425.00	$ 25.00	91.00	$ 2,275.00		-	$ -		-	$ -	91.00	91.00	$ 2,275.00	$ 2,275.00	0.00	$ -
9	502	Barricades, Signs & Traffic Handling	MO	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	1.00	1.00	$ 500.00	1.00	2.00	$ 500.00		2.00	$ -	$ 1,000.00	0.00	$ -
10	506	Construction Exits (Ty II)(Install)	SY	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	84.00	84.00	$ 252.00		84.00	$ -		84.00	$ -	$ 252.00	0.00	$ -
11	506	Construction Exits (Ty II)(Remove)	SY	$ 1.00	84.00	$ 84.00	$ 1.00	84.00	$ 84.00	$ 1.00	84.00	$ 84.00	$ 1.00	84.00	$ 84.00		-	$ -	84.00	84.00	$ 84.00		84.00	$ -	$ 84.00	0.00	$ -
12	644	Small Roadside Sign Assemblies (Ty A)	EA	$ 400.00	1.00	$ 400.00	$ 400.00	1.00	$ 400.00	$ 400.00	1.00	$ 400.00	$ 400.00	1.00	$ 400.00		-	$ -		-	$ -	1.00	1.00	$ 400.00	$ 400.00	0.00	$ -
		Total Roadway				**$ 66,297.60**			**$ 69,722.60**			**$ 69,722.60**			**$ 68,572.60**			**$ 33,136.00**			**$ 5,786.00**			**$ 29,650.60**	**$ 68,572.60**		**$ -**
		(906) Drainage																									
1	110	Excavation (Drain Ditch and Detention Pond)	CY	$ 4.00	1,904.00	$ 7,616.00	$ 4.00	1,904.00	$ 7,616.00	$ 4.00	1,904.00	$ 7,616.00	$ 4.00	1,904.00	$ 7,616.00	1,750.00	1,750.00	$ 7,000.00	154.00	1,904.00	$ 616.00		1,904.00	$ -	$ 7,616.00	0.00	$ -
2	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.25	1,017.00	$ 254.25	$ 0.25	0.00	$ -	$ 0.25	0.00	$ -	$ 0.25	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
3	164	Cell Fiber Seeding (Temp)(Cool)	SY	$ 0.25	1,017.00	$ 254.25	$ 0.25	0.00	$ -	$ 0.25	0.00	$ -	$ 0.25	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
4	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.50	2,034.00	$ 1,017.00	$ 0.50	2,034.00	$ 1,017.00	$ 0.50	2,034.00	$ 1,017.00	$ 0.50	2,034.00	$ 1,017.00		-	$ -		-	$ -	2,034.00	2,034.00	$ 1,017.00	$ 1,017.00	0.00	$ -
5	402	Trench Excavation Protection	LF	$ 1.00	172.00	$ 172.00	$ 1.00	172.00	$ 172.00	$ 1.00	172.00	$ 172.00	$ 1.00	172.00	$ 172.00	172.00	172.00	$ 172.00		172.00	$ -		172.00	$ -	$ 172.00	0.00	$ -
6	432	Concrete Riprap (CL C)	CY	$ 250.00	21.90	$ 5,475.00	$ 250.00	21.50	$ 5,375.00	$ 250.00	21.50	$ 5,375.00	$ 250.00	21.50	$ 5,375.00		-	$ -	21.50	21.50	$ 5,375.00		21.50	$ -	$ 5,375.00	0.00	$ -
7	464	RCP (CL III) (18")	LF	$ 30.00	1,028.00	$ 30,840.00	$ 30.00	1,074.00	$ 32,220.00	$ 30.00	1,074.00	$ 32,220.00	$ 30.00	1,074.00	$ 32,220.00	950.00	950.00	$ 28,500.00	124.00	1,074.00	$ 3,720.00		1,074.00	$ -	$ 32,220.00	0.00	$ -
8	465	Inlet (Ty C)	EA	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00	2.00	2.00	$ 4,000.00		2.00	$ -		2.00	$ -	$ 4,000.00	0.00	$ -
9	465	Manhole (Ty M)	EA	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	1.00	1.00	$ 3,000.00		1.00	$ -		1.00	$ -	$ 3,000.00	0.00	$ -
10	467	Safety End Treatments (18")(6:1)	EA	$ 800.00	23.00	$ 18,400.00	$ 800.00	22.00	$ 17,600.00	$ 800.00	22.00	$ 17,600.00	$ 800.00	22.00	$ 17,600.00	10.00	10.00	$ 8,000.00	12.00	22.00	$ 9,600.00		22.00	$ -	$ 17,600.00	0.00	$ -
11	467	Safety End Treatments (18")(3:1)	EA	$ 700.00	4.00	$ 2,800.00	$ 700.00	4.00	$ 2,800.00	$ 700.00	4.00	$ 2,800.00	$ 700.00	4.00	$ 2,800.00		-	$ -	4.00	4.00	$ 2,800.00		4.00	$ -	$ 2,800.00	0.00	$ -
12	481	PVC Pipe (10")	LF	$ 25.00	30.00	$ 750.00	$ 25.00	32.00	$ 800.00	$ 25.00	32.00	$ 800.00	$ 25.00	32.00	$ 800.00	30.00	30.00	$ 750.00		30.00	$ -	2.00	32.00	$ 50.00	$ 800.00	0.00	$ -
13	481	PVC Pipe (12")	LF	$ 30.00	32.00	$ 960.00	$ 30.00	32.00	$ 960.00	$ 30.00	32.00	$ 960.00	$ 30.00	32.00	$ 960.00	32.00	32.00	$ 960.00		32.00	$ -		32.00	$ -	$ 960.00	0.00	$ -
14	506	Temp Sediment Control Fence	LF	$ 1.00	538.00	$ 538.00	$ 1.00	538.00	$ 538.00	$ 1.00	538.00	$ 538.00	$ 1.00	538.00	$ 538.00		-	$ -	12.00	12.00	$ 12.00	526.00	538.00	$ 526.00	$ 538.00	0.00	$ -
15	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 7.00	2,050.00	$ 14,350.00	$ 7.00	2,050.00	$ 14,350.00	$ 7.00	2,050.00	$ 14,350.00	$ 7.00	2,050.00	$ 14,350.00		-	$ -	2,050.00	2,050.00	$ 14,350.00		2,050.00	$ -	$ 14,350.00	0.00	$ -
16	530	Driveways (Ty PRB-1)	SY	$ 30.00	179.00	$ 5,370.00	$ 30.00	200.00	$ 6,000.00	$ 30.00	200.00	$ 6,000.00	$ 30.00	200.00	$ 6,000.00		-	$ -		-	$ -	200.00	200.00	$ 6,000.00	$ 6,000.00	0.00	$ -
17	530	Driveways (CONCRETE)	SY	$ 50.00	14.00	$ 700.00	$ 50.00	14.00	$ 700.00	$ 50.00	28.00	$ 1,400.00	$ 50.00	28.00	$ 1,400.00		-	$ -	28.00	28.00	$ 1,400.00		28.00	$ -	$ 1,400.00	0.00	$ -
18	550	Chainlink Fence (6-ft)	LF	$ 20.00	665.00	$ 13,300.00	$ 20.00	665.00	$ 13,300.00	$ 20.00	665.00	$ 13,300.00	$ 20.00	665.00	$ 13,300.00		-	$ -		-	$ -	665.00	665.00	$ 13,300.00	$ 13,300.00	0.00	$ -
19	560	Mailboxes (Multiple)	EA	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	$ 500.00	0.00	$ -	$ 500.00	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
20	4001	Tideflex Valve	EA	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00				1.00	1.00	$ 2,000.00		-	$ -	$ 2,000.00	0.00	$ -
21	529	Concrete Valley Gutter	LF	$ -	0.00	$ -	$ 65.00	29.00	$ 1,885.00	$ 65.00	29.00	$ 1,885.00	$ 65.00	29.00	$ 1,885.00				29.00	29.00	$ 1,885.00		-	$ -	$ 1,885.00	0.00	$ -
22	500	Cut & Restore Caliche Drive	SY	$ -	0.00	$ -	$ 10.00	92.00	$ 920.00	$ 10.00	92.00	$ 920.00	$ 10.00	92.00	$ 920.00				92.00	92.00	$ 920.00		-	$ -	$ 920.00	0.00	$ -
23	467	Safety End Treatments (12")(6:1)	EA	$ -	0.00	$ -	$ 600.00	1.00	$ 600.00	$ 600.00	1.00	$ 600.00	$ 600.00	1.00	$ 600.00				1.00	1.00	$ 600.00		-	$ -	$ 600.00	0.00	$ -
24	530	Driveway Concrete Beam (2' x 3' x 37')	EA	$ -	0.00	$ -	$ -	0.00	$ -	$ 3,800.00	1.00	$ 3,800.00	$ 3,800.00	1.00	$ 3,800.00							1.00	1.00	$ 3,800.00	$ 3,800.00	0.00	$ -
25	560	Relocate Existing Mailboxes	EA	$ -	0.00	$ -	$ -	0.00	$ -	$ 250.00	1.00	$ 250.00	$ 250.00	1.00	$ 250.00							1.00	1.00	$ 250.00	$ 250.00	0.00	$ -
		Total Drainage				**$ 112,796.50**			**$ 116,853.00**			**$ 120,603.00**			**$ 120,603.00**			**$ 52,382.00**			**$ 43,278.00**			**$ 24,943.00**	**$ 120,603.00**		**$ -**
		TOTAL BASE AMOUNTS:				**$ 179,094.10**			**$ 186,575.60**			**$ 190,325.60**			**$ 189,175.60**			**$ 85,518.00**			**$ 49,064.00**			**$ 54,593.60**	**$ 189,175.60**		**$ -**

Prepared and Checked By:

Printed Name: Javier Gutierrez

Signature:

Date: 11-Sep-2012

Texas Department of Transportation
Form 252 (Rev. 12/82)
(GSD-EPC)
Page 1 of 1

Contract Time Statement

Estimate No. 3 CONTRACTOR Asago Construction

PROJECT NO. C-CAP-12-047-03-27 COUNTY HIDALGO COUNTY DATE WORK BEGAN 5/28/2012

TIME COMPUTED FROM 6/4/2012 DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS	DAYS CREDITED	DAYS CREDITED AND REASONS THEREFORE
June	27	27		From Payment Request #1
July	31	31		From Payment Request #2
August	1	1		From Payment Request #2
	2	1		From Payment Request #2
	3	1		From Payment Request #2
	4	1		Weekend (No work done)
	5	1		Weekend (No work done)
	6	1		Work on project
	7	1		Work on project
	8	1		Work on project
	9	1		Work on project
	10	1		Work on project
	11	1		Weekend (No work done)
	12	1		Weekend (No work done)
	13	1	1	Rain Day
	14	1	1	Rain Day - Too wet to work
	15	1		Work on project
	16	1		Work on project
	17	1		Work on project
	18	1		Weekend (No work done)
	19	1		Weekend (No work done)
	20	1		**Work on project (Substantial Completion)**
	21			Work on project
	22			Work on project
	23			Work on project
	24			Work on project
	25			Weekend (No work done)
	26			Weekend (No work done)
	27			Work on project
	28			Work on project
	29			**Work on project (Final Walk Through with Owner done.)**
	30			Work on project
	31			Work on project
TOTALS		78	2	

NO. OF CONTRACT WORKING DAYS 87 NO. WORKING DAYS CHARGED TO DATE 78

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ TOTAL

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR)

, P.E.
PROJECT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

APPLICATION FOR PAYMENT NO.4 RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-CAP-12-047-03-27
Project: Pentecostal Subdivision
OWNER's Contract No. C-CAP-12-047-03-27 ENGINEER's Project No. ENG05.012D
For Work accomplished through the date of: 10-Sep-2012

1.	Original Contract Price:	$ 179,094.10
2.	Net change by Change Orders and Written Agreements (+ or -):	$ 10,081.50
3.	Current Contract Price (1 plus 2):	$ 189,175.60
4.	Total completed and stored to date:	$ 189,175.60
5.	Retainage (per Agreement):	
	0% of completed Work: $ -	
	10% of stored material: $ -	
	Total Retainage:	$ -
6.	Total completed and stored to date less retainage (4 minus 5):	$ 189,175.60
7.	Less previous Application for Payments:	$ (170,258.04)
8.	Balance to Finish:	$ -
9.	AMOUNT DUE THIS APPLICATION ((	$ 18,917.56

REQ.# 216832 P.O.# 676133
2-1312-206-00-000-030-0-000→$18,917.56
PENTECOSTAL-RTNG PAYABLE

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 RETAINAGE 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 Payment is in accordance with the Contract Documents and not defective.

Dated 11-Sep-12
Asago Construction
CONTRACTOR
By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 11th day of September, 2012
Joe L. Borjas
Notary Public
My Commission expires: 5/24/16

JOE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 24, 2016

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11-Sep-12
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: _____, P.E.

INVOICE RECEIVED BY: _____ ON 9/18/12
GOODS/SERVICES RECEIVED BY: _____ ON 9/17/12

Asago LLC, dba Asago Construction	Contractor Name
June 4, 2012	Starting Date
August 30, 2012	Project Ending Date
10%	Retainage Percent

Application No:	4 RETAINAGE RELEASE
Application Date:	September 11, 2012
Period To:	September 10, 2012
Engineer Firm:	R. Gutierrez Engineering Corp.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedul 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
3C1080557	Pentecostal	$ 179,094.10	$ 189,175.60	$ 85,518.00	$ 49,064.00	$ 54,593.60	$ 189,175.60	$ -	$ 18,917.56	$ 170,258.04	$170,258.04	$ 18,917.56
		$ 179,094.10	$ 189,175.60	$ 85,518.00	$ 49,064.00	$ 54,593.60	$ 189,175.60	$ -	$ 18,917.56	$ 170,258.04	$170,258.04	$ 18,917.56

Contractor Name:	Asago Construction
Starting Date:	4-Jun-2012
Project Ending Date:	30-Aug-2012
Engineer's / County Project Desc:	Pentecostal Subdivision

Application:	RETAINAGE
Application Date:	11-Sep-2012
Period To:	10-Sep-2012
Engineer's / County Project No.:	ENG05.012D

				Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Change Order #3 Revised Schedule Value			Application #1			Application #2			Final Application				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	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)	Total to Date	Quan	Dollars
		(905) Roadway																									
1	110	Excavation (Roadway)	CY	$ 4.00	1,898.00	$ 7,592.00	$ 4.00	1,898.00	$ 7,592.00	$ 4.00	1,898.00	$ 7,592.00	$ 4.00	1,898.00	$ 7,592.00	1,898.00	1,898.00	$ 7,592.00		1,898.00	$ -		1,898.00	$ -	$ 7,592.00	0.00	$ -
2	132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	CY	$ 10.00	8.00	$ 80.00	$ 10.00	8.00	$ 80.00	$ 10.00	8.00	$ 80.00	$ 10.00	8.00	$ 80.00	8.00	8.00	$ 80.00		8.00	$ -		8.00	$ -	$ 80.00	0.00	$ -
3	247	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8")	CY	$ 25.00	920.00	$ 23,000.00	$ 25.00	920.00	$ 23,000.00	$ 25.00	920.00	$ 23,000.00	$ 25.00	920.00	$ 23,000.00	850.00	850.00	$ 21,250.00	70.00	920.00	$ 1,750.00		920.00	$ -	$ 23,000.00	0.00	$ -
4	260	Lime Treated Base (8")	SY	$ 1.00	4,104.00	$ 4,104.00	$ 1.00	4,104.00	$ 4,104.00	$ 1.00	4,104.00	$ 4,104.00	$ 1.00	4,104.00	$ 4,104.00	2,052.00	2,052.00	$ 2,052.00	2,052.00	4,104.00	$ 2,052.00		4,104.00	$ -	$ 4,104.00	0.00	$ -
5	260	Lime (TY A or B)	TON	$ 200.00	14.10	$ 2,820.00	$ 200.00	14.10	$ 2,820.00	$ 200.00	14.10	$ 2,820.00	$ 200.00	14.10	$ 2,820.00	7.05	7.05	$ 1,410.00	7.00	14.05	$ 1,400.00	0.05	14.10	$ 10.00	$ 2,820.00	0.00	$ -
6	310	Prime Coat (MC-30)	GAL	$ 7.00	728.80	$ 5,101.60	$ 7.00	728.80	$ 5,101.60	$ 7.00	728.80	$ 5,101.60	$ 7.00	728.80	$ 5,101.60		-	$ -		-	$ -	728.80	728.80	$ 5,101.60	$ 5,101.60	0.00	$ -
7	340	Asph. Conc. Pav. TY "D" (1 1/2")	SY	$ 6.00	3,644.00	$ 21,864.00	$ 6.00	3,644.00	$ 21,864.00	$ 6.00	3,644.00	$ 21,864.00	$ 6.00	3,644.00	$ 21,864.00		-	$ -		-	$ -	3,644.00	3,644.00	$ 21,864.00	$ 21,864.00	0.00	$ -
8	400	Cut & Restore Pavement	SY	$ -	0.00	$ -	$ 25.00	137.00	$ 3,425.00	$ 25.00	137.00	$ 3,425.00	$ 25.00	91.00	$ 2,275.00		-	$ -		-	$ -	91.00	91.00	$ 2,275.00	$ 2,275.00	0.00	$ -
9	502	Barricades, Signs & Traffic Handling	MO	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	1.00	1.00	$ 500.00	1.00	2.00	$ 500.00		2.00	$ -	$ 1,000.00	0.00	$ -
10	506	Construction Exits (Ty II)(Install)	SY	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	84.00	84.00	$ 252.00		84.00	$ -		84.00	$ -	$ 252.00	0.00	$ -
11	506	Construction Exits (Ty II)(Remove)	SY	$ 1.00	84.00	$ 84.00	$ 1.00	84.00	$ 84.00	$ 1.00	84.00	$ 84.00	$ 1.00	84.00	$ 84.00		-	$ -	84.00	84.00	$ 84.00		84.00	$ -	$ 84.00	0.00	$ -
12	644	Small Roadside Sign Assemblies (Ty A)	EA	$ 400.00	1.00	$ 400.00	$ 400.00	1.00	$ 400.00	$ 400.00	1.00	$ 400.00	$ 400.00	1.00	$ 400.00		-	$ -		-	$ -	1.00	1.00	$ 400.00	$ 400.00	0.00	$ -
		Total Roadway				**$ 66,297.60**			**$ 69,722.60**			**$ 69,722.60**			**$ 68,572.60**			**$ 33,136.00**			**$ 5,786.00**			**$ 29,650.60**	**$ 68,572.60**		**$ -**
		(906) Drainage																									
1	110	Excavation (Drain Ditch and Detention Pond)	CY	$ 4.00	1,904.00	$ 7,616.00	$ 4.00	1,904.00	$ 7,616.00	$ 4.00	1,904.00	$ 17,616.00	$ 4.00	1,904.00	$ 7,616.00	1,750.00	1,750.00	$ 7,000.00	154.00	1,904.00	$ 616.00		1,904.00	$ -	$ 7,616.00	0.00	$ -
2	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.25	1,017.00	$ 254.25	$ 0.25	0.00	$ -	$ 0.25	0.00	$ -	$ 0.25	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
3	164	Cell Fiber Seeding (Temp)(Cool)	SY	$ 0.25	1,017.00	$ 254.25	$ 0.25	0.00	$ -	$ 0.25	0.00	$ -	$ 0.25	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
4	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.50	2,034.00	$ 1,017.00	$ 0.50	2,034.00	$ 1,017.00	$ 0.50	2,034.00	$ 1,017.00	$ 0.50	2,034.00	$ 1,017.00		-	$ -		-	$ -	2,034.00	2,034.00	$ 1,017.00	$ 1,017.00	0.00	$ -
5	402	Trench Excavation Protection	LF	$ 1.00	172.00	$ 172.00	$ 1.00	172.00	$ 172.00	$ 1.00	172.00	$ 172.00	$ 1.00	172.00	$ 172.00	172.00	172.00	$ 172.00		172.00	$ -		172.00	$ -	$ 172.00	0.00	$ -
6	432	Concrete Riprap (CL C)	CY	$ 250.00	21.90	$ 5,475.00	$ 250.00	21.50	$ 5,375.00	$ 250.00	21.50	$ 5,375.00	$ 250.00	21.50	$ 5,375.00		-	$ -	21.50	21.50	$ 5,375.00		21.50	$ -	$ 5,375.00	0.00	$ -
7	464	RCP (CL III) (18")	LF	$ 30.00	1,028.00	$ 30,840.00	$ 30.00	1,074.00	$ 32,220.00	$ 30.00	1,074.00	$ 32,220.00	$ 30.00	1,074.00	$ 32,220.00	950.00	950.00	$ 28,500.00	124.00	1,074.00	$ 3,720.00		1,074.00	$ -	$ 32,220.00	0.00	$ -
8	465	Inlet (Ty C)	EA	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00	2.00	2.00	$ 4,000.00		2.00	$ -		2.00	$ -	$ 4,000.00	0.00	$ -
9	465	Manhole (Ty M)	EA	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	1.00	1.00	$ 3,000.00		1.00	$ -		1.00	$ -	$ 3,000.00	0.00	$ -
10	467	Safety End Treatments (18")(6:1)	EA	$ 800.00	23.00	$ 18,400.00	$ 800.00	22.00	$ 17,600.00	$ 800.00	22.00	$ 17,600.00	$ 800.00	22.00	$ 17,600.00	10.00	10.00	$ 8,000.00	12.00	22.00	$ 9,600.00		22.00	$ -	$ 17,600.00	0.00	$ -
11	467	Safety End Treatments (18")(3:1)	EA	$ 700.00	4.00	$ 2,800.00	$ 700.00	4.00	$ 2,800.00	$ 700.00	4.00	$ 2,800.00	$ 700.00	4.00	$ 2,800.00		-	$ -	4.00	4.00	$ 2,800.00		4.00	$ -	$ 2,800.00	0.00	$ -
12	481	PVC Pipe (10")	LF	$ 25.00	30.00	$ 750.00	$ 25.00	32.00	$ 800.00	$ 25.00	32.00	$ 800.00	$ 25.00	32.00	$ 800.00	30.00	30.00	$ 750.00		30.00	$ -	2.00	32.00	$ 50.00	$ 800.00	0.00	$ -
13	481	PVC Pipe (12")	LF	$ 30.00	32.00	$ 960.00	$ 30.00	32.00	$ 960.00	$ 30.00	32.00	$ 960.00	$ 30.00	32.00	$ 960.00	32.00	32.00	$ 960.00		32.00	$ -		32.00	$ -	$ 960.00	0.00	$ -
14	506	Temp Sediment Control Fence	LF	$ 1.00	538.00	$ 538.00	$ 1.00	538.00	$ 538.00	$ 1.00	538.00	$ 538.00	$ 1.00	538.00	$ 538.00		-	$ -	12.00	12.00	$ 12.00	526.00	538.00	$ 526.00	$ 538.00	0.00	$ -
15	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 7.00	2,050.00	$ 14,350.00	$ 7.00	2,050.00	$ 14,350.00	$ 7.00	2,050.00	$ 14,350.00	$ 7.00	2,050.00	$ 14,350.00		-	$ -	2,050.00	2,050.00	$ 14,350.00		2,050.00	$ -	$ 14,350.00	0.00	$ -
16	530	Driveways (Ty PRB-1)	SY	$ 30.00	179.00	$ 5,370.00	$ 30.00	200.00	$ 6,000.00	$ 30.00	200.00	$ 6,000.00	$ 30.00	200.00	$ 6,000.00		-	$ -		-	$ -	200.00	200.00	$ 6,000.00	$ 6,000.00	0.00	$ -
17	530	Driveways (CONCRETE)	SY	$ 50.00	14.00	$ 700.00	$ 50.00	14.00	$ 700.00	$ 50.00	28.00	$ 1,400.00	$ 50.00	28.00	$ 1,400.00		-	$ -	28.00	28.00	$ 1,400.00		28.00	$ -	$ 1,400.00	0.00	$ -
18	550	Chainlink Fence (6-ft)	LF	$ 20.00	665.00	$ 13,300.00	$ 20.00	665.00	$ 13,300.00	$ 20.00	665.00	$ 13,300.00	$ 20.00	665.00	$ 13,300.00		-	$ -		-	$ -	665.00	665.00	$ 13,300.00	$ 13,300.00	0.00	$ -
19	560	Mailboxes (Multiple)	EA	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	$ 500.00	0.00	$ -	$ 500.00	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
20	4001	Tideflex Valve	EA	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00				1.00	1.00	$ 2,000.00		-	$ -	$ 2,000.00	0.00	$ -
21	529	Concrete Valley Gutter	LF	$ -	0.00	$ -	$ 65.00	29.00	$ 1,885.00	$ 65.00	29.00	$ 1,885.00	$ 65.00	29.00	$ 1,885.00				29.00	29.00	$ 1,885.00		-	$ -	$ 1,885.00	0.00	$ -
22	500	Cut & Restore Caliche Drive	SY	$ -	0.00	$ -	$ 10.00	92.00	$ 920.00	$ 10.00	92.00	$ 920.00	$ 10.00	92.00	$ 920.00				92.00	92.00	$ 920.00		-	$ -	$ 920.00	0.00	$ -
23	467	Safety End Treatments (12")(6:1)	EA	$ -	0.00	$ -	$ 600.00	1.00	$ 600.00	$ 600.00	1.00	$ 600.00	$ 600.00	1.00	$ 600.00				1.00	1.00	$ 600.00		-	$ -	$ 600.00	0.00	$ -
24	530	Driveway Concrete Beam (2' x 3' x 37')	EA	$ -	0.00	$ -	$ -	0.00	$ -	$ 3,800.00	1.00	$ 3,800.00	$ 3,800.00	1.00	$ 3,800.00							1.00	1.00	$ 3,800.00	$ 3,800.00	0.00	$ -
25	560	Relocate Existing Mailboxes	EA	$ -	0.00	$ -	$ -	0.00	$ -	$ 250.00	1.00	$ 250.00	$ 250.00	1.00	$ 250.00							1.00	1.00	$ 250.00	$ 250.00	0.00	$ -
		Total Drainage				**$ 112,796.50**			**$ 116,853.00**			**$ 120,603.00**			**$ 120,603.00**			**$ 52,382.00**			**$ 43,278.00**			**$ 24,943.00**	**$ 120,603.00**		**$ -**
		TOTAL BASE AMOUNTS:				**$ 179,094.10**			**$ 186,575.60**			**$ 190,325.60**			**$ 189,175.60**			**$ 85,518.00**			**$ 49,064.00**			**$ 54,593.60**	**$ 189,175.60**		**$ -**

Prepared and Checked By:

Printed Name: Javier Gutierrez

Signature:

Date: 11-Sep-2012

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON THE 29th DAY OF AUGUST 2012, A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: March 27, 2012
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Asago LLC, dba Asago Construction
THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Pentecostal Subdivision

CONTRACT NO: C-CAP-12-047-03-27
Located in or near the City/Precinct of 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 $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$179,094.10
Present Amount of Contract	$189,175.60
Total Amount of earned to Date	$189,175.60
Less: previous payments	$170,258.04
Balance	$ 18,917.56
Authorized deductions	$ 00,000.00
AMOUNTY OF FINAL PAYMENT	$ 18,917.56

6. That the final payment in the amount of Eighteen Thousand Nine Hundred Seventeen Dollars and Fifty-Six Cents ($18,917.56) is now due and payable.

P.E.

Engineer's Signature

CONCURRED BY:

Contractor's Name: Asago, LLC

By: Raul Iglesias

Title: Member

CONCURRED BY:

Ramon Garcia

By: _____

Title: Hidalgo County Judge

Bid No: CAP-12-047-02-15-YSI	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2

"HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION OF PENTECOSTAL SUBDIVISION"

BID OPENING DATE: FEBRUARY 15, 2012

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

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PENTECOSTAL SUBDIVISION

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    - **a.** Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    - **a.** Technical Specifications
    - **b.** Hidalgo County Specifications as per 340
    - **c.** Government Specifications & Special Provisions

17) **Exhibit B**
    - **a.** Debarment
    - **b.** W-9
    - **c.** Bidder/Vendor Application
    - **d.** Conflict of Interest Memo
    - **e.** Conflict of Interest Form
    - **f.** Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    - **a.** Government code Ch 2258
    - **b.** Prevailing Wage Rate
    - **c.** Davis Bacon

19) **Exhibit E**

a. Checklist
b. Change Order
c. Payment of Application
d. Estimate Quantity Update
e. Schedule of Values
f. Contract Time Statement
g. Colonia Testing Requirement
h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Work Sheet
p. Retainage Release TXDOT Final Inspection letter

20) Construction Identification Sign

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 2 with sealed bids on:

CAP-12-047-02-15-YSI "ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL 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 by may be obtained from the office of **R. GUTIERREZ ENGINEERING CORPORATION, 130 E. PARK, PHARR, TEXAS 78577** Phone No. **(956) 782-2557** 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, FEBRUARY 08, 2012** 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-12-047-02-15-YSI "ROAD & DRAINAGE CONSTRUCTION OF PENTECOSTAL 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, FEBRUARY 15, 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 documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **24TH day** of **JANUARY, 2012.**

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-12-047-02-15-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION(S) CAP-12-047-02-15-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: **"CAP-12-047-02-15-YSI HIDALGO COUNTY - HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION"** and in County's Purchasing Department, Hidalgo County New Administration Building, 2802 S. Business Hwy. 281, (Southeast of Canton Rd & Business 281), Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 15, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR CAP-12-047-02-15-YSI -- HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL 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 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. 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. 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 PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION CAP-12-047-02-15-YSI"** 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 Precinct # 2
302 E. State
Pharr, Texas 78577
Telephone No: 956-787-1891

19. Schedule of Events

Pre-Bid Meeting, 2:30 PM	**FEBRUARY 08, 2012**
Bid Opening, 9:30 AM	**FEBRUARY 15, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

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 judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

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 PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION(S)"
HIDALGO COUNTY
BID NO: CAP-12-047-02-15-YSI

To: Martha L. Salazar, CPPB, 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)

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: Asago, LLC dba Asago Construction
Address: 2113 Pecos St., Mission, TX 78572
By: [signature]
Printed Name: Raul Iglesias
Title: Partner, General Manager

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, FEBRUARY 15, 2012 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- CAP-12-047-02-15-YSI -- HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL 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 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 Cerfication 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 Colonia Access Program Project - Round 2 **"BID- CAP-12-047-02-15-YSI -- HIDALGO COUNTY PRECINCT 2 - ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL 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 75 **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 R. Gutierrez Engineering Corporation, 130 E. Park, Pharr, Texas 78577 attn: Ramiro Gutierrez, 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 and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be 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 signs 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 specifications 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 FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
110	1,898.00	CY	Excavation (Roadway) Four Dollars and Cents Per Cubic Yard	$ 4.00	$ 7,592.00
110	1,904.00	CY	Excavation (Drain Ditch and Detention Pond) Four Dollars and Cents Per Cubic Yard	$ 4.00	$ 7,616.00
132	8.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C) Ten Dollars and Cents Per Cubic Yard	$ 10.00	$ 80.00
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Warm) Dollars and Twenty-five Cents Per Square Yard	$ 0.25	$ 254.25
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Cool) Dollars and Twenty-five Cents Per Square Yard	$ 0.25	$ 254.25
164	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) Dollars and Fifty Cents Per Square Yard	$ 0.50	$ 1,017.00
247	920.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8") Twenty-five Dollars and Cents Per Cubic Yard	$ 25.00	$ 23,000.00
260	4,104.00	SY	Lime Treated Base (8") One Dollars and Cents Per Square Yard	$ 1.00	$ 4,104.00

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	14.10	TON	Lime (TY A or B) Two Hundred Dollars and Cents Per Ton	$ 200.00	$ 2,820.00
310	728.80	GAL	Prime Coat (MC-30) Seven Dollars and Cents Per Gallon	$ 7.00	$ 5,101.60
340	3,644.00	SY	Asph. Conc. Pav. TY "D" (1 1/2") Six Dollars and Cents Per Square Yard	$ 6.00	$ 21,864.00
402	172.00	LF	Trench Excavation Protection One Dollars and Cents Per Linear Foot	$ 1.00	$ 172.00
432	21.90	CY	Concrete Riprap (CL C) Two Hundred fifty Dollars and Cents Per Cubic Yard	$ 250.00	$ 5,475.00
464	1,028.00	LF	RCP (CL III) (18") Thirty Dollars and Cents Per Linear Foot	$ 30.00	$ 30,840.00
465	2.00	EA	Inlet (Ty C) Two Thousand Dollars and Cents Per Each	$ 2,000.00	$ 4,000.00
465	1.00	EA	Manhole (Ty M) Three Thousand Dollars and Cents Per Each	$ 3,000.00	$ 3,000.00

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
467	23.00	EA	Safety End Treatments (18")(6:1) Eight Hundred Dollars and Cents Per Each	$ 800.00	$ 18,400.00
467	4.00	EA	Safety End Treatments (18")(3:1) Seven Hundred Dollars and Cents Per Each	$ 700.00	$ 2,800.00
481	30.00	LF	PVC Pipe (10") Twenty-five Dollars and Cents Per Linear Foot	$ 25.00	$ 750.00
481	32.00	LF	PVC Pipe (12") Thirty Dollars and Cents Per Linear Foot	$ 30.00	$ 960.00
502	2.00	MO	Barricades, Signs & Traffic Handling Five Hundred Dollars and Cents Per Month	$ 500.00	$ 1,000.00
506	84.00	SY	Construction Exits (Ty II)(Install) Three Dollars and Cents Per Square Yard	$ 3.00	$ 252.00
506	84.00	SY	Construction Exits (Ty II)(Remove) One Dollars and Cents Per Square Yard	$ 1.00	$ 84.00
506	538.00	LF	Temp Sediment Control Fence One Dollars and Cents Per Linear Foot	$ 1.00	$ 538.00

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
529	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) Seven Dollars and Cents Per Linear Foot	$ 7.00	$ 14,350.00
530	179.00	SY	Driveways (Ty PRB-1) Thirty Dollars and Cents Per Square Yard	$ 30.00	$ 5,370.00
530	14.00	SY	Driveways (CONCRETE) Fifty Dollars and Cents Per Square Yard	$ 50.00	$ 700.00
550	665.00	LF	Chainlink Fence (6-ft) Twenty Dollars and Cents Per Linear Foot	$ 20.00	$ 13,300.00
560	2.00	EA	Mailboxes (Multiple) Five Hundred Dollars and Cents Per Each	$ 500.00	$ 1,000.00
644	1.00	EA	Small Roadside Sign Assemblies (Ty A) Four Hundred Dollars and Cents Per Each	$ 400.00	$ 400.00
4001	1.00	EA	Tideflex Valve Two Thousand Dollars and Cents Per Linear Each	$ 2,000.00	$ 2,000.00

One Hundred Seventy-Nine Thousand Ninety-four Ten Dollars and Cents

Total Base Bid Amount $ _____ $ 179,094.10

OPENED 9:41 8-15-12 Witnessed

SUR6018634

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Asago, LLC dba Asago Construction
2113 Pecos
Mission TX 78572

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
Hidalgo Pct#2 Road & Drainage Construction for Pentecostal Subdivision

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 15 day of February, 2012.

(Witness)	Asago, LLC dba Asago Construction (Principal) (Seal) Principal Signature and Title
(Witness)	State Automobile Mutual Insurance Company (Surety) (Seal) Andres Alvarez Attorney-In-Fact

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6018634

Bond Amount. 11,000.00

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 Eleven thousand ($ 11,000.00)

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 1st day of April, 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Vice President/Director of Business Insurance

By: _____
Larry D. Williams, Vice President/Director of Middle Market Operations

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came Paul E. Nordman and Larry D. Williams, 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

NOTARIAL SEAL STATE OF OHIO

HAL D. THOMPSON
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec.147.03 R.C.

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 15 day of February 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-12-047-03-27

This Agreement, entered into this **27th** day of **March, 2012** by and between Hidalgo County, (hereinafter called the "OWNER," and Asago, LLC dba Asago Construction (a Texas Limited Liability Company), 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:

HIDALGO COUNTY – ROAD AND DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Hereinafter called the project, for the sum of One Hundred Seventy Nine Thousand Ninety Four Dollars and Ten Cents ($179,094.10) 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 R. Gutierrez Engineering Corporation, 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 **75** 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,_____, 2012.

CONTRACTOR:
Print Name & Title: Raul Iglesias, President
Name of Firm: Asago, LLC dba Asago Construction
Address: 2113 Peros St. Mission, TX 78572
Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 3rd day of April, 2012, by President (Title) Of and on behalf of Asago, LLC dba Asago Construction. (A corporation)

Notary Public-Signature

MARTIN JIMENEZ JR
My Commission Expires
November 21, 2015

APPROVED AS TO FORM:
Hidalgo County Dept. of County Affairs
100 N. Closner Room 303
Edinburg, Texas 78539

BY:

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Hector "Tito" Palacios/Presiding Officer

APPROVED BY COMMISSIONERS' COURT ON: 5/22/12

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hidalgo)

Raul Iglesias, being first duly sworn, deposes and says that:

(1) He is President, of Asago, LLC, 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) _____

President
(Title)

Subscribed and sworn to before me on this 14th

Day of February, 2012

_____
Notary Public

Title

MARTIN JIMENEZ JR
My Commission Expires
November 21, 2015

SUR6018634

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):
Asago, LLC dba Asago Construction

2113 Pecos
Mission TX 78572

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 Blvd.
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 03/27/2012
Amount: 179,094.10
Description (Name and Location): Hidalgo Pct#2 Road & Drainage Construction Pentecostal Subdivision - Contract # C-CAP-12-047-03-27

BOND
Date (Not earlier than Construction Contract Date): 04/02/2012
Amount: 179,094.10
Modifications to this Bond: ☐ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Asago, LLC dba Asago Construction

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 3)

(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:	

SUR6018634

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):
Asago, LLC dba Asago Construction

2113 Pecos
Mission TX 78572

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 Blvd.
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 03/27/2012
Amount: 179,094.10
Description (Name and Location): Hidalgo Pct#2 Road & Drainage Construction Pentecostal Subdivision - Contract # C-CAP-12-047-03-27

BOND
Date (Not earlier than Construction Contract Date): 04/02/2012
Amount: 179,094
Modifications to this Bond: ☐ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Asago, LLC dba Asago Construction
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 the Construction 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
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6018634

Bond Amount. 179,094.10

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 One hundred seventy-nine thousand ninety-four ($ 179,094.10)

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 "l 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 1st day of April, 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Vice President/Director of Business Insurance

By: _____
Larry D. Williams, Vice President/Director of Middle Market Operations

Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came Paul E. Nordman and Larry D. Williams, 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

NOTARIAL SEAL STATE OF OHIO

HAL D. THOMPSON
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec.147.03 R.C.

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 02 day of April 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

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, Raul Iglesias, authorized representative for Asago 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.

_____
Authorized Representative

2/15/2012
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, Raul Iglesias, 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.

[signature]
Authorized Signature

2/15/2012.
Date

Asago Construction.
Company

2113 Peros St.
Address

Mission, TX 78572.
City, State, Zip

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
San Juan Insurance Agency, Inc.
DBA Valley Ins Providers OR Truckers Ins
PO Drawer 3783
McAllen TX 78502

CONTACT NAME: Debbie Valdez
PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 702-7556
E-MAIL ADDRESS: sdelapaz@vip-ins.net (cert's)

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: America First Insurance	
INSURER B: First Mercury Insurance Company	
INSURER C: Rockhill Insurance Company	
INSURER D: Specialty Insurance Manag	
INSURER E: Texas Mutual Insurance Co	
INSURER F:	

INSURED
ASAGO LLC
2113 Pecos
Mission TX 78572-

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	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			TX-CGL-0000002708-01	12/17/2011	12/17/2012	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			BA4981240	11/22/2011	11/22/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			RXSLRU000560-01	12/17/2011	12/17/2012	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001134832	08/13/2011	08/13/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D				IMD24402-0	12/17/2011	12/17/2012	TIV- $307,219 DED- $2,500 THEFT DED- $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County Precinct No. 2- Road & Drainage Construction for Pentecostal Subdivision

CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED IN FAVOR OF THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER
COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539-

Fax: ( ) -

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 D Young

AI 005848

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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 R. Gutierrez Engineering Corporation.

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 preceding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall be 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

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site 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.

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)

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, 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 §516.27(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 prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not

include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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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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.

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.

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.

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-

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*

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

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

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

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

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.

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

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

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-

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.

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.

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;

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

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.

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*

Thirty Pd

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.

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

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

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

SUPPLEMENTAL GENERAL CONDITIONS (Cont'd)

SC-13.08 Add the following language at the end of Paragraph 13.08

It is the intent of this contract to overlay the existing pavement surface of the roads designated in the plans within the limits shown with one and one-half inches (1½") of compacted hot-mix asphaltic concrete pavement. The unit bid price to be paid on Bid Item 340 will be adjusted if the average thickness of all cores required to be taken for obtaining in-place densities is less than one and three eighths inches (1 3/8"). The adjusted unit bid price for the item will be the unit price bid multiplied by the percent obtained by dividing the average thickness of the cores by the intended thickness. (for example: 1¼" divided by 1½" equals 83.33%)

If average core thickness is below one and one-fourth inches (1¼"), then the contractor will be required to overlay the pavement with another one and one-half inch (1½") mat of hot-mix asphaltic concrete pavement. No adjustments will be made for any average core thickness greater than one and one-half inches (1½"). At the contractor's expense, additional cores can be taken, at random locations, to obtain the average core thickness. All locations of cores will be as approved by the Engineer.

Technical Specifications

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 110 EXCAVATION
ITEM 132 EMBANKMENT
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 168 VEGETATIVE WATERING
ITEM 247 FLEXIBLE BASE
ITEM 260 LIME TREATMENT (ROAD MIXED)
ITEM 310 PRIME COAT
ITEM 402 TRENCH EXCAVATION PROTECTION
ITEM 432 RIPRAP
ITEM 464 REINFORCED CONCRETE PIPE
ITEM 465 MANHOLES AND INLETS
ITEM 467 SAFETY END TREATMENT
ITEM 481 PVC PIPE FOR DRAINS
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER
ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS
ITEM 550 CHAIN LINK FENCE
ITEM 560 MAILBOX ASSEMBLIES
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

SPECIAL SPECIFICATIONS: (Enclosed herewith)

ITEM 4001 FLEX VALVE (SLIP TYPE)

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

SPECIAL PROVISION TO ITEM 247

SPECIFICATION AS PER HIDALGO COUNTY for Colonia Program: (Enclosed herewith)

ITEM 340 Hot Mix Asphaltic Concrete Pavement

General: The above listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004).

SPECIAL SPECIFICATION

4001

Flex Valve (Slip-Type)

1. **Description.** Provide and install the type of flex valve with pipe as shown on the plans. Size and locate the flex valves for storm water discharges in accordance with the plans.

2. **Equipment.** Provide a flex valve equal to the performance, duty, and quality of a Tideflex™ Slip-On Check Valve manufactured by Red Valve Company, Inc. Design the flex valve to allow free outflow and prevent backflow of water. Design the flex valve so that the head loss through the flex valve is 1 in. maximum at velocities of 12 ft./sec. or less.

   Provide an all rubber flex valve of the flow-operated check type with a slip-on end connection. Design the flex valve to slip over the specified pipe outside diameter and attach by means of vendor-furnished stainless steel clamps.

   Contour the port area down to a duckbill, which allows passage of flow in one direction while preventing reverse flow. Provide a one-piece rubber flex valve with nylon reinforcement. Ensure the flex valve has an exterior wrapping to protect against degradation by sunlight.

   Ensure the inlet port area is 100% of the mating pipe port size.

   Ensure the flex valve has the company name, plant location, valve size and serial number bonded to the flex valve.

3. **Construction Method.** Coordinate the flex valve installation with the pipe installation and concrete end treatment work. Install and handle the flex valve in strict accordance with the plans and the manufacturer's recommendations and instructions.

4. **Measurement.** This Item will be measured by each flex valve.

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 "Flex Valve (Slip Type)" of the size specified, complete and functional. This price is full compensation for furnishing all materials including fasteners, tools, equipment, labor, and incidentals.

SPECIAL PROVISION

247---003

Flexible Base

For this project, Item 247, "Flexible Base," 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 247.5. Measurement. Flexible Base (Roadway Delivery) is replaced by the following:

- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.

Article 247.6. Payment. B. Flexible Base (Roadway Delivery). The second sentence is voided and replaced by the following:

For cubic yard measurement, "In Vehicle", "In Stockpile", or "In Final Position" will be specified.

SPECIFICATION AS PER HIDALGO COUNTY For Colonia Program

Item 340

Hot Mix Asphaltic Concrete Pavement

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved subgrade, subbase course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 - PRODUCTS

2.01 ASPHALTIC MATERIALS:

A. Asphalt cement binders shall be uncracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open cup) Min.	T48	D92	450	450	450	425	350	
Penetration of Orig. Sample at 77	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Thin-Film Oven Loss, Hours at 325 F, % Max	T179	D1754	0.75	0.75	0.75	0.75	1.00	1.00
Test of Residue from Thin-Film Oven Test: % of Orig. Pen., Min.	T49	D5	52	50	50	50	50	50
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene.

TABLE 02612-2

OA-30 OA-175*8 OA-400 TYPE-GRADE	Min.	Max	Min.	Max	Min.	Max
Penetration at 32 F, 200g., 60 sec	15	--	--	--	--	--
Penetration at 77 F, 100g., 5 sec	25	35	150	200	--	--
Penetration at 115 F, 50g., 5 sec	--	65	--	--	--	--
Ductility at 77 F, 5 Original OA	2	--	70	--	--	--
Flash Point C.O.C.,F	450	--	425	--	425	--
Softening Point, R.&B.,F	185	--	95	130	--	--
Thin Film Oven Test, 1/8 in.Film 50 g., 5hrs.,325 F, % Loss by wt	--	0.4	--	1.4	--	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	--	--	40	--	--	--
Ductility of Residue at 77 F, 5 cm/min., cms	--	--	--	100	--	--
Solubility in Trichloroethylene, %	99.0	--	99.0	--	99.0	--
Spot Test on Original OA	Neg.		Neg.		Neg.	
Float Test at 122 F, sec	--	--	--	--	120	150
Test on 85 to 115 Pen.Residue*						
Residue by Wt., %	--	--	--	--	75	--
Ductility, 77 F, 5 cm/min:						
Original Res., cms	--	--	--	--	100	--
Subjected to Thin Film Test, cms	--	--	--	--	100	--

*Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

**For use with Latex Additive only.

TABLE 02612-3

PROPERTIES	AC-1.5 MIN MAX	AC-3 MIN MAX	AC-5 MIN MAX	AC-10 MIN MAX	AC-20 MIN MAX	AC-20 MIN MAX
Viscosity, 140F Stokes	150 50	300 100	500 100	1000 200	2000 400	4000 800
Viscosity, 275 F stokes.	0.7 --	1.1 --	1.4 --	1.9 --	2.5 --	3.5 --
Penetration, 77 F 100 g, 5 sec. .	250 --	210 --	135 --	85 --	55 --	35 --
Flash Point, C.O.C.,F. . . .	425 --	425 --	425 --	450 --	450 --	450 --
Solubility in trichloroethylene, percent. . . .	99.0 --	99.0 --	99.0 --	99.0 --	99.0 --	99.0 --
Test on residues from thin film oven test: Viscosity, 140F stokes.	-- 450	-- 900	1500 --	3000 --	6000 --	-- 12000
Ductility, 77 F, 5 cms per min,cms	100 --	100 --	100 --	70 --	50 --	30 --
Spot test. . . .	Negative for all grades					

C. A minimum of two percent, by weight, latex additive (solids basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S	70/30
Minimum solids content	67%
Solids content per gal.@ 67%	5.3 lbs.
Coagulum on 80-mesh screen	0.01% max.
Type Anti-oxidant	staining
Mooney viscosity of Polymer(M/L 4@212F)	100 min.
pH of Latex	9.4 - 10.5
Surface tension	28-42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes	1500 max.
Ductility at 39.2 F. 1 cm. per., cm	100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"D"	4.0 - 8.0	9.0 - 19.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the County and/or City. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the County and/or City.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt 64-22 (AC-20) shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30	Mechanic Testing
AASHTO T-27	Passing No. 200 Sieve
AASHTO T-89	Liquid Limit
AASHTO T-96	Los Angeles Abrasion
AASHTO T-104	Soundness (Magnesium Sulfate)
ASTM C – 131	Resistance to Degradation
ASTM C – 136	Sieve Analysis

ASTM C – 2419 Sand Equivalence Value
SDHPT Tex - 106-E Method of Calculating Plasticity Index of Solids
SDHPT Tex-217 – F (I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex-203 – F Quality Tests for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)

E. Binder aggregate to be composed of not less then 15% field sand or as directed by the engineer.

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No.4 sieve	21 to 53
Passing No.4 sieve, retained on No.10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No.10 sieve, retained on No.40sieve	6 to 32
Passing No.40 sieve, retained on No.80sieve	4 to 27
Passing No.80 sieve,retained on No.200sieve	3 to 27
Passing No.200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.20 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is 40 F and rising.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall be not less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be placed where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has bee accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat shall be evenly and uniformly applied to such existing pavement proceeding the placing of the asphalt concrete. The surface shall be free of water, all-foreign material, or dust when the tack coat is applied. No greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 to 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlined in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95-100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein.

Lime 1% by wt. of aggregate.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determined by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix.

During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

	Percent by Weight or Volume as Applicable
Passing 1-3/4" sieve, retained on 7/8" sieve	Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 3/8" sieve, retained on No.4 sieve	Plus or minus 5
Passing No.4 sieve, retained on No.10 sieve	Plus or minus 5
Total retained on No.10 sieve	Plus or minus 5
Passing No.10 sieve, retained on No.40 sieve	Plus or minus 3
Passing No.40 sieve, retained on No.80 sieve	Plus or minus 3
Passing No.80 sieve, retained on No.200 sieve	Plus or minus 3
Passing No.200 sieve	Plus or minus 3
Asphaltic Material wt or 1.2 by vol.	Plus or minus 0.05 by
Mixing Temperature	Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	Base Course
Density– Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	45	45

Combined mineral aggregate prior to additional of asphalt and mineral.

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1½ inches and less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

E. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT:

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, tine solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.

3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.

2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain

provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.

3. Three Wheel Roller. This roller shall be an acceptable power- driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.

4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight- edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.

2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. Design will be such that no part of the truck weight will be supported by the paver.

3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.

4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

2. The ENGINEER will determine a minimum placement temperature within a range from 220 F to 300 F which will produce the required density. The established placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F. If, after being discharged from the mixer and prior to placing, the temperature of asphaltic mixture is 50 F or

more below the temperature established by the Engineer, all or any part of the load may be rejected and payment will not be made for rejected material.

3. A conventional paver or suitable equipment approved by the ENGINEER may be used t place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.

6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.

7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.

8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.

9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.

10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longitudinally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.

3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.

4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated.

5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.

7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.

8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.

9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.

10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.

2. Each course, after final compaction, shall have a density of not less than 96 percent of the density developed in the laboratory test method outlined in Texas SDHPT Bulletin C-14.

3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.

4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.

5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.

6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the

temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Re-rolling the paved surface after it has initially cooled will not be allowed. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 F.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.

8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.

2. When plant mix bituminous pavement is placed over plant mix bituminous treated base or when plant mixed seal coat is placed over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.

3. Transverse joints shall have a two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.

4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints.

5. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC Surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER,

an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.

2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as hereinbefore specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the ENGINEER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Roadway Density

1. Roadway density shall meet requirements as follows. One density test will be taken every 1000' which ever is less or as directed by the Engineer. The density shall be with in the limits of max 98% and min 91%. The QC/QA target density will be 96%. If, the first density test fails an additional four will be taken as directed by the Engineer. When the average of five densities tests results fail to meet the specification the asphalt shall be removed and replaced to meet specification requirements as ordered by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work or as shown on the bid proposal form. Should no item be provided in bid proposal form, all work shall be subsidiary to all the items of the bid.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

END OF SECTION

GENERAL NOTES AND STANDARD SPECIFICATIONS

CONSTRUCTION GENERAL NOTES

This project will have Calendar Day (CD) Definition for working day.

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 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.

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 performed when according to the Contractor, the Item is 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 100. PREPARING RIGHT OF WAY

Unless otherwise authorized by the Engineer, all obstructions, objectionable material and concrete shall be disposed of by hauling it to disposal sites arranged for by the Contractor and satisfactory to the Engineer.

The area outside the clear zone or back slope intercept line, whichever is greater, shall remain in its natural condition, unless otherwise directed by the Engineer.

In accordance with Migratory Bird Treaty Act, during the months of March 1st thru September 1st, the Contractor shall conduct a survey to determine if nests are present within the ROW. If migratory bird nests are found, the Contractor shall not disturb the nesting area until the young have fledged. Pruning, mowing, or any activities that can disturb the nests shall not be conducted until after September 1st or birds have fledged.

Work performed for Preparation of Right-of-Way will not be paid for directly, but shall be considered subsidiary to the various bid items.

ITEM 132. EMBANKMENT

The percent of density, as determined by test method Tex-113-e, shall be a minimum of 95 percent. Density tolerances will be permitted.

The securing of embankment material by the excavation of ditches for beneficial drainage purposes, the removal of spoil banks, and the removal of hills for land leveling within 200 feet of any public road will be permitted, provided that selection criteria is met.

Embankment (DENS CONT) shall be Type C with a max. PI of 40.

Borrow used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

The Contractor's attention is called to the fact that the preliminary test will require approximately 15 days and it is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 164. SEEDING FOR EROSION CONTROL

Cellulose fiber mulch seeding shall be applied in areas designated on the plans or as directed by the Engineer. Prior to seeding, the areas designated shall be finished to a smooth surface for a uniform application of seed.

Seeding shall be accomplished by the Hydromulch method in two applications as shown below:

1st application –
Grass seed and fertilizer
2nd application –
Cellulose Fiber Mulch shall be applied according to the Rate shown in the Standard Specification Book.

Reseeding

Areas requiring reseeding due to the non-establishment of sufficient vegetative cover, shall be reseeded in accordance with Items 164 and 168. The cost for reseeding shall be considered subsidiary to Item 164.

Areas to receive fertilizer are the same as shown for Item 164.

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent Phosphorous and 5 percent Potassium. Fertilizer shall be homogenized. Cost for "Fertilizer" will not be paid for directly but shall be considered subsidiary to Item 164.

Water shall be applied uniformly over areas after seeding or sodding as directed by the Engineer in accordance with applicable provisions of Item 168, "Vegetative Watering". Cost for "Vegetative Watering" will not be paid for directly but shall be considered subsidiary to Item 164.

In addition, the Contractor shall be responsible for a 70% grass coverage in order to comply with stabilization requirements. Vegetative coverage shall be uniform. During this period, water equipment shall be metered and operated under pumping pressure capable of delivering the required quantities of water necessary. Each cycle shall be executed twice weekly, or as directed by the Engineer. Water shall be applied in such a manner as to ensure adequate moisture and be maintained on the grass seeding and not erode the soil in place. During periods of adequate moisture as determined by the Engineer, mechanical watering may not be required. In addition to metering the water equipment, the Contractor shall upon request of the Engineer, provide a logbook showing daily water usage and receipts of water applied.

Upon establishment of 70% vegetative coverage as determined by the Engineer, the Engineer shall have the option to require the Contractor to continue watering as specified for a period not to exceed 30 days.

The basis of the estimate below establishes the approximate quantity of water required to complete one (1) full watering cycle:

*Grass Areas	Gallons/SY	SY	Total Gallons (Minimum)
Back of Curb to R.O.W.	1.4	2,034	2,848

ITEM 216. ROLLING (Proof)

The subgrade will be proof-rolled prior to placement of base course. Work for proof-rolling shall be done in accordance to Item 216 "Rollling (Proof)", except for measurement and payment. This work will not be paid for directly but shall be considered subsidiary to the various bid items.

ITEM 247. FLEXIBLE BASE

Flexible Base Type E 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 (caliche base) does not meet the requirements of TY A GR 1 base material.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

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).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 psi Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

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.

ITEM 260. LIME TREATMENT (ROAD MIXED)

Soft Spots in the Subgrade may be required to receive lime stabilization if directed by the Engineer. Adding, mixing, etc., of the lime for soft spots will not be paid for directly, but shall be considered subsidiary to the the various bid items. Lime used for soft spots will be measured and paid for under bid Item "Lime".

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

ITEM 300. ASPHALT'S, OILS AND EMULSIONS

Temporary ramps/detours and driveways may be performance grade 64-22.

ITEM 301. ASPHALT ANTISTRIPPING AGENTS

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight. If the Hamburg cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime.

ITEM 310. PRIME COAT (CUTBACK ASPHALTIC MATERIAL)

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. HOT MIX ASPHALTIC CONCRETE PAVEMENT

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the travelling public with asphaltic material.

Lime shall be used as an anti-stripping agent for this project. The Contractor will note the requirements of this Item on thorough mixing. The Contractor shall ensure thorough mixing of the lime and aggregates by mechanical means as approved by the Engineer.

ITEM 432. RIPRAP

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert, pipe and pipe safety end treatments.

All concrete riprap, except concrete that used on safety end treatments, shall be 4" thick unless otherwise shown on the plans.

ITEM 464. REINFORCED CONCRETE PIPE

The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 465. MANHOLES AND INLETS

Unless otherwise shown on the plans, the Contractor may furnish precast manholes, inlets risers and or appurtenance. All manholes located on paved surfaces will be constructed with a cover of the type to be bolted to the ring.

ITEM 467. SAFETY END TREATMENT

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 502. BARRICADES, SIGNS AND TRAFFIC HANDLING

The Traffic Control Plan for this project shall be as shown in the plans, as detailed on the "Barricade and Construction Standard" Sheets and as provided for in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replaceable sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Plastic drums shall be used in accordance with the plans and manufacturer's recommendations as approved by the Engineer.

ITEM 529. CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER

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.

ITEM 550. CHAIN LINK FENCE

Gate for fence will not be measured separately but will be considered subsidiary to Bid Item "Chain Link Fence".

Fence material shall be one-inch mesh.

ITEM 644. SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices".

All signs shall be erected according to the locations shown on the signing layout sheets except that the Engineer may shift a sign in order to secure a more desirable location. The Contractor will stake all sign locations as shown in the plans and approved by the Engineer. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, the Contractor will be required to provide aluminum type of sign blanks as provided for under Item 636 for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed by the Engineer and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

The Contractor shall remove the complete sign installation and separate the sign post at the concrete foundation. The Contractor shall dispose of the concrete foundation in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain the property of the County. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by Hidalgo County. The Contractor will be required to haul the removed sign material to the Precinct 2 yard in Pharr, Texas. No signs shall be removed without prior approval of the Engineer.

All excess excavation shall be spread uniformly inside the Right of Way as directed by the Engineer and shall be included in the price of this item.

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: Raul Iglesias
Title: Partner
Telephone Number: 956-607-0741
Date: 3/26/2012

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

W-9 Form

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) Asago, LLC

Business name, if different from above Asago Construction

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ► LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) 2113 Pecos St.

Requester's name and address (optional)

City, state, and ZIP code Mission, TX 78572

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	1	4	–	2	8	2	1	0	8	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 ► [signature] Date ► 3/26/2012

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: Asago, LLC Telephone No. (956) 607-0741

dba Name: Asago Construction

Legal Name:

Mailing Address : 2113 Pecos St. Fax No. (956) 585-7040

Physical Address: same

City, State, Zip Mission, TX 78572 Tax I.D. No. 74-2821087

Remit to Address : Same City, State, Zip

E-Mail Address: asago@rgv.rr.com

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:
Raul Iglesias, Partner

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.

Conflict of Interest Questionaire

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 2271522

1 **Name of person who has a business relationship with local governmental entity.**

Raul Iglesias

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.

4

Signature of person doing business with the governmental entity

1/11/2012
Date

Adopted 06/29/2007

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2012 02271522

Instrument Number: 2012-2271522

As

Recorded On: January 11, 2012 **Recording**

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

ecording	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: 2012-2271522
Receipt Number: 1247504
Recorded Date/Time: January 11, 2012 01:25P

User / Station: E Castillo - Cash Station 17

Record and Return To:

ASAJO CONSTRUCTION
2113 PECOS STREET
MISSION TX 78572

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

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 20th day of March, 2012.

Asago, LLC dba Asago Construction

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

General Decision Number: TX100009 09/16/2011 TX9

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, **Hidalgo** and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	**Publication Date**
0	**09/16/2011**

SUTX2011-003 08/02/2011

	Rates	Fringes
CONCRETE FINISHER (Paving & Structures)	$ 12.43	
FORM BUILDER/FORM SETTER (Structures)	$ 12.32	
FORM SETTER (Paving & Curb)	$ 12.27	
LABORER		
Asphalt Raker	$ 10.50	
Flagger	$ 9.13	
Laborer, Common	$ 9.84	
Laborer, Utility	$ 11.50	
Pipelayer	$ 11.82	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.21	
Broom or Sweeper	$ 10.27	
Crane, Lattice Boom 80 Tons or Less	$ 14.41	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.53	
Excavator, over 50,000 lbs	$ 15.05	
Foundation Drill, Truck Mounted	$ 16.70	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.67	
Mechanic	$ 15.28	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.46	
Motor Grader, Fine Grade	$ 16.41	
Scraper	$ 11.08	
Servicer	$ 12.22	
Steel Worker (Reinforcing)	$ 14.32	

TRUCK DRIVER
Lowboy-Float.....$ 13.59
Single Axle.....$ 10.88
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 11.95

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 (29 CFR 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

Checklist
(Required forms 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			
				Exhibit E-A

Change Order Blank

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: _____	By: _____	By: _____
Enigineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Application for Payment

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 3 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: _____ _____
CONTRACTOR

State of Texas By: _____
County of Hidalgo
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: _____

Exhibit E-C

Copy of Estimate Quantity Worksheet

Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD 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)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) 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
	(906) 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 (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

Schedule of Values

_____ 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
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Contract Time Statement

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

Colonia Testing Requirements Form

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	1						
	Tex-115-E	In-place Density	4						
		Thickness	2						
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils	1						
	Tex-105-E	Determining Plastic Limit of Soils	1						
	Tex-106-E	Calculating the Plasticity Index	1						
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis	1						
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)	1						
	Tex-116-E	Wet Ball Mill Method Tex	1						
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)	1						
	Tex-115-E	In-place Density	4						
		Thickness	2						
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	2						
	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	1						
	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	1						
	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					

Exhibit E-G

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Contractor's Affidavit of Payment of Debts and Claims

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

CERTIFICATE OF CONSTRUCTION COMPETION

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 Blank

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

Payment Schedule

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:	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -

Quantity Worksheet

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Engineer's / County Project Description

Application No.: _____
Application Date: _____
Period To: _____
Engineer's / County Project No.: _____

No.	Item Code	Description	Unit	Original Schedule Value: 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(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

_____ Print Name

_____ Date

_____ Signature

Exhibit E-D

Project Sign

COUNTY OF PCT. 2 HIDALGO

Texas Department of Transportation

© TxDOT 2006

Your Tax Dollars at Work
Hidalgo County Pct 2

Hector "Tito" Palacios, Commissioner
Border Colonia Access Program

In Partnership with the Texas Department of Transportation

Hidalgo County Pct 2 – Road & Drainage Construction
For
Pentecostal 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: _____

Project Engineer: R. Gutierrez Engineering Corporation

AI-34318 **13. F.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment #1 (Final)-$24,504.30 from Homer Alvarez, dba, Alvarez Construction, contracted vendor-Las Brisas Estates Subd.-submitted-J. E. Saenz & Asso., project engineer (C-CAP-11-198-11-01).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 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 9-21-12 $33,887.00

Attachments

APPLICATION FOR PAYMENT NO.1 FINAL LAS BRISAS ESTATES SUBDIVISION

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/19/2012 01:19 PM
Purchasing Department	Marty Salazar	09/20/2012 12:12 PM
Budget & Management	Merlen P. Munoz	09/20/2012 01:58 PM
Manuel Chapa	Manuel Chapa	09/21/2012 01:18 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Marcie Jackson Started On: 09/18/2012 03:48 PM

Final Approval Date: 09/21/2012

APPLICATION FOR PAYMENT NO.1 (FINAL)

To: Hidalgo County Precinct No.4 **(OWNER)**
From: Homer Alvarez D/B/A Alvarez Construction **(CONTRACTOR)**
Contract: C-CAP-11-198-11-01
Project: Las Brisas Estates Subdvision
Owner's Contract No. C-CAP-11-198-11-01 **Engineer's Project No.** _____
For Work accomplished through the date of: 9/13/12

1. Original Contract Price:	$ 27,227.00
2. Net change by Change Order and Written Agreements(+or-):	$ -
3. Current Contract Price (1 plus 2):	$ 27,227.00
4. Total completed and stored to date:	$ 27,227.00
5. Retainage (per Agreement):	
10% **of completed Work:** $ 2,722.70	
_____ **of stored material** _____	
Total Retainage:	$ 2,722.70
6. Total completed and stored to date less retainage (4 minus 5)	$ 24,504.30
7. Less previous Application for Payments:	$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$ 24,504.30

Accompanying Document REQ.# 201023 P.O.# 668124
2-1312-431-00-124-406-0-733→$27,227.00
<-2,722.70>=$24,504.30

CONTRACTOR'S Certifica

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 September 5, 2012

Homer Alvarez
CONTRACTOR

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 5th **day of** September

By: Homero Alvarez Owner

Norma Vera
Notary Public
My Commission expires: March 10, 2013

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 9/13/12

ENGINEER

By: JOSE E. SAENZ

INVOICE RECEIVED BY: _____ ON 9/13/12
GOODS/SERVICES RECEIVED BY: _____ ON 9/13/12

Homer Alvarez d/b/a Alvarez Construction	Contractor Name
	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No:	**1 (Final)**
Application Date:	**June 14, 2012**
Period To:	
Engineer Firm:	**J.E. Saenz and Associates, Inc.**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080406	Las Brisas Estates Subdivision	$ 27,227.00	$ -	$ 27,227.00	$ -	$ 27,227.00	$ -	$ 2,722.70	$ 24,504.30	$ -	$ 24,504.30
		$ 27,227.00	$ -	$ 27,227.00	$ -	$ 27,227.00	$ -	$ 2,722.70	$ 24,504.30	$ -	$ 24,504.30

Homer Alvarez d/b/a Alvarez Construction	Contractor Name	Application No.:	1 Final
	Starting Date	Application Date:	6/14/2012
	Project Ending Date	Period To:	
C-CAP-11-198-11-01	Engineer's / County Project Description	Engineer's / County Project No.:	Las Brisas Estates Subdivision

					Original Schedule Value			Value		First Month			Second Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(906) DRAINAGE																
1	529	18" X 12" CONCRETE CURB & CUTTER	L.F.	$ 7.00	2,801.0	19,607.00	$ -	0.0	-	2801	0	19,607.00	0	0	-	19,607.00	0.0	0.0
2	530	DRIVEWAYS (CONC PAV)(PBR-1)	SY	$ 60.00	92.0	5,520.00	$ -	0.0	-	92	0	5,520.00	0	0	-	5,520.00	0.0	0.0
3	465	6' VALLEY GUTTER	SY	$ 75.00	28.0	2,100.00	$ -	0.0	-	28	0	2,100.00	0	0	-	2,100.00	0.0	0.0
		Total Drainage				**27,227.00**			-			**27,227.00**			-	**27,227.00**		
		TOTAL BASE AMOUNTS:				**27,227.00**			-			**27,227.00**			-	**27,227.00**	-	-

Jose E. Saenz
Print Name (Engineer)

9/13/12
Date

Signature (Engineer)

ORIGINAL

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. #-1 CONTRACTOR ALVAREZ CONSTRUCTION

PROJECT NO. C-CAP-11-198-11-01 COUNTY HIDALGO DATE WORK BEGAN 4/2/2012

TIME COMPUTED FROM 4/2/2012 - 5/13/2012 DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
APRIL	2	X	1
	3	X	2
	4	X	3
	5	X	4
	6	X	5
	7	X	6
	8	X	7
	9	X	8
	10	X	9
	11	X	10
	12	X	11
	13	X	12
	14	X	13
	15	X	14
	16	X	15
	17	X	16
	18	X	17
	19	X	18
	20	X	19
	21	X	20
	22	X	21
	23	X	22
	24	X	23
	25	X	24
	26	X	25
	27	X	26
	28	X	27
	29	X	28
	30	X	29
MAY	1	X	30
	2	X	31
	3	X	32
	4	X	33
	5	X	34
	6	X	35
	7	X	36
TOTALS	36	0	0

NO. OF CONTRACT WORKING DAYS 60 NO. WORKING DAYS CHARGED TO DATE 42

ASSESSED LIQUIDATED DAMAGES: NO. PER DAY $ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1955

Texas Department of Transportation

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(GSD-EPC Word 97)

Contract Time Statement

ORIGINAL

ESTIMATE NO. 1-2 CONTRACTOR ALVAREZ CONSTRUCTION

PROJECT NO. GCAP-11-198-11-01 COUNTY HIDALGO DATE WORK BEGAN 4/2/2012

TIME COMPUTED FROM 4/2/2012 – 5/13/2012 DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
MAY	8	X	1
	9	X	2
	10	X	3
	11	X	4
	12	X	5
	13	X	6
TOTALS	42	0	0

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 42

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

AI-34189 **13. G.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Invoice #12075 in the amount of $6,877.76 from Javier Hinojosa Engineering, contracted engineer for "La Suena Subdivision Off-site Drainage Improvements".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1339-431-00-123-097-0-733

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

BUDGETARY IMPACT:

Available funds in P.O. #665191 as of 9/20/12 are $8,687.70.

Attachments

Invoice No. 12075

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 11:53 AM
Budget & Management	Merlen P. Munoz	09/20/2012 01:52 PM
Perla Lopez	Perla Lopez	09/20/2012 02:37 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Rocio Villarreal Started On: 09/12/2012 04:02 PM

Final Approval Date: 09/21/2012

SIGN: [signature]
REQ# 203353
PO# 665191

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 12075

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: August 28, 2012

Project Name: La Sueña Subdivision Off-site Drainage Imps.

Description

Engineering services rendered for completion of the Preliminary Phase, Design Phase and towards completion of the Construction Phase for the offsite drainage improvements for La Sueña Subdivision.

P.O.#665191
Work Authorization No. 2
CONTRACT AMT.: $28,959.00

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$7,239.75	100%	$7,239.75	$7,239.75	$0.00	$0.00
Design						
Phase 50%	$14,479.50	100%	$14,479.50	$13,031.55	$1,447.95	$0.00
Construction						
Phase 25%	$7,239.75	75%	$5,429.81	$0.00	$5,429.81	$1,809.94
TOTAL	$28,959.00	94%	$27,149.06	$20,271.30	$6,877.76	$1,809.94

TOTAL AMOUNT DUE THIS INVOICE: **$6,877.76**

[signature]
Submitted By: Javier Hinojosa Engineering

INVOICE RECEIVED BY
[signature] ON 8/28/12
GOODS/SERVICES RECEIVED BY
[signature] ON 9/28/12
2-1334-431-6003-047-0733

Office Use Only

We Appreciate Your Business.

AI-34344 **13. H.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

(I. T.) Information Technology:
Requesting authority/approval to purchase service with Time Warner Cable Business Class an awarded vendor through our membership/participation with R) Department of Information Resources contract # DIR-TEX-AN-NG-CTSA-008 for Fiber Ethernet Connection to different locations, $1,176.00.00 monthly charge for each of two (2) 100Mbps Ports (HUB Site), $250.88 monthly per each of two (2) 5Mbps Port (Circuit), $344.96 monthly per each (2) 10Mbps Ports & $72.80 monthly charge for each SOHO 15X2 Mbps High Speed Internet Connection, with no installation charge through requisition #223177-(2-1100-415-00-200-002-0-534).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-200-002-0-534

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

BUDGETARY IMPACT:

Funding available through Requisition#223177 in the amount of $14,227.36 as of 9/21/12 for Time Warner Cable.

Attachments

Requisition

Quote

Web price

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 12:47 PM
Budget & Management	Merlen P. Munoz	09/20/2012 02:01 PM
Erika Zamora	Erika Zamora	09/21/2012 04:39 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Matilde Faz Started On: 09/19/2012 03:02 PM

Final Approval Date: 09/21/2012

Requisition

Req # 00223177

PO #

Date: 09/18/12

Consent #34344 10/2/12

Bill To: x
x

Vendor : 231924
TIME WARNER CABLE
P.O. BOX 60074
CITY OF INDUSTRY CA 91716-0074

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TEX-AN-NG-CTSA-008 DO NOT DUPLICATE ORDER		
2.00	EACH	(Court House) Fiber Metro E-100Mbps Metro E Circuit at (HUB Site) 100 N. Closner Blvd. Edinburg, Tx 78539 (Off-net/ICB $1,176.00 Per Port-2 Ports) One Time installation (per port)	1,176.00	2,352.00
2.00	EACH	(Building & Grounds) Fiber Metro E-5Mbps Metro E Circuit from 3100 S. Hwy 281 Edinburg, Tx 78542 to (HUB Site) (Off-net/ICB $250.88 Per Port-2 Ports) One Time Installation (per port)	250.88	501.76
2.00	EACH	(Kmart) Fiber Metro E-5Mbps Metro E Circuit from 2802 S. Hwy 281 Edinburg, Texas 78539 (HUB Site) (Off-net/ICB $250.88 Per Port-2 Ports) One Time installation (per port)	250.88	501.76
2.00	EACH	(Mediplex Building) Fiber Metro E-10 Mbps Metro E Circuit from 1615 S. Closner Blvd. Edinburg,Texas 78539 to (HUB Site) (Off-net/ICB $344.96 Per Port-2 Ports)One Time installation (per port)	344.96	689.92
2.00	EACH	(Juvenile Detention Center) Fiber Metro E-5Mbps Metro E. Circuit from 1101 N. Doolittle Rd. Edinburg, Tx 78542 to (HUB Site) (Off-net/ICB $250.88 Per Port-2 Ports) One time installation (per port)	250.88	501.76
2.00	EACH	(Health Department) Fiber Metro E-5Mbps Metro E Circuit from 300 E. Hackberry Ave. Mcallen, Tx to (HUB Site) (Off-net/ICB $250.88 Per Port-2 Ports) One Time installation (per port)	250.88	501.76
2.00	EACH	(Precinct 1 Sanitation) Fiber Metro E-5Mbps Metro E Circuit from Mile 11 North Mercedes, Tx 78570 to (HUB Site) (Off-net/ICB $250.88 Per Port-2 Ports) One Time installation (per port)	250.88	501.76
2.00	EACH	(Precinct 3 Drainage) Fiber Metro E-5Mbps Metro E Circuit from 2800 W. Mile 7 Road Mission, Tx 78574 to (HUB Site) (Off-net/ICB $250.88 Per Port-2 Ports) One Time installation (per port)	250.88	501.76
2.00	EACH	(Precinct 1) Fiber Metro E-10 Mbps Metro E Circut from 1902 Joe Stephens Ave. Weslaco Tx 78596 to (HUB Site) (Off-net /ICB $344.96 Per Port-2 Ports) One Time Installation (per port)	344.96	689.92
2.00	EACH	(Precinct 2 Shop) Fiber Metro E-5Mbps Metro E Circuit from 301 E. State Ave. Pharr, Tx 78577 to (HUB Site). (Off-net/ICB $250.88 Per Port -2 Ports) One Time installation (per port)	250.88	501.76
2.00	EACH	(Precinct 4) Fiber Metro E-10Mbps Metro E Circuit from 1102 N Doolittle Rd Edinburg, Tx 78542 to (HUB Site).	250.88	501.76

Authorized By: _____

Requisition

Req # 00223177

PO #

Date: 09/18/12

Bill To: x
x

Vendor : 231924
TIME WARNER CABLE
P.O. BOX 60074
CITY OF INDUSTRY CA 91716-0074

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		(Off-net/ICB $250.88 Per Port- 2 Ports) One Time installation (per port)		
2.00	EACH	(CRC San Juan) Fiber Metro E-5Mbps Metro E Circuit from 509 E. Earling Rd. San Juan, Tx 78589 to (HUB Site) (Off-net/ICB $250.88 Per Port -2 Ports) One Time installation (per port)	250.88	501.76
2.00	EACH	(Weslaco Bootcamp) Fiber Metro E-5Mbps Metro E Circuit from 1711 N Bridge Ave. Weslaco, Tx 78596 to (HUB Site). (Off-net/ICP $250.88 Per Port -2 Ports) One Time installation (per port)	250.88	501.76
2.00	EACH	(Alamo CRC Precinct 2) Fiber Metro E -5Mbps Metro E Circuit from 1429 S. Tower Rd. Alamo, Tx 78516 to (HUB Site) (Off-net/ICB $250.88 Per Port -2 Ports) One Time installation (per port)	250.88	501.76
2.00	EACH	(Urban County) Fiber Metro E- 5Mbps Metro E Circuit from 1916 Tosoro Street Pharr, Tx 78577 to (HUB Site) (Off-net/ICB $250.88 Per Port -2 Ports One Time Installation (per port)	250.88	501.76
2.00	EACH	(Precinct 3) Fiber Metro E-10Mbps Metro E Circuit from 724 Breyfogle Mission, Tx 78574 to (HUB Site). (Off-net/ICB $250.88 Per Port -2 Ports) One TIme installation (per port)	250.88	501.76
2.00	EACH	(Sheriff's) Fiber Metro E-5Mbps Metro E Circuit from 711 El Eibilo Rd. Edinburg, Tx 78540 to (HUB Site) (Off-net/ICB $250.88 Per Port -2 Ports) One Time installation (per port)	250.88	501.76
2.00	EACH	(WIC Clinic) Fiber Metro E-5mbps Metro E Circuit from 371 W. Expressway 83 Sullivan City Tx 78595 to (HUB Site) (Off-net/ICB $250.88 Per Port -2 Ports) One TIme installation (per port)	250.88	501.76
2.00	EACH	(Edinburg DPS Substation) Fiber Metro E-5mbps Metro E Circuit from 410 N. 13th Ave. Edinburg, Tx 78541 to (HUB SIte) (Off-net/ICB $250.88 Per Port -2 Ports) One Time installation (per port)	250.88	501.76
1.00	EACH	(Constable Precinct 4) *SOHO 15X2 Mbps High Speed Internet connection at 1212 S. 25th Ave. Edinburg, Tx 78542 (Off-net/ICB One Time installation	72.80	72.80
1.00	EACH	(County Clerks Substation) *SOHO 15X2 Mbps High Speed Internet Connection at 419 W. Nolana Ave. Mcallen, Texas 78504 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	(JP Palacios) *SOHO 15X2 Mbps High Speed Internet Connection at 224 N. 12 Ave. Edinburg, Tx 78539 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	(Health) *SOHO 15X2 Mbps High Speed Internet Connection at 1304 S. 25th Ave. Edinburg, Tx 78542 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps HIgh Speed Internet Connection at Wic Clinic 113 Dawson Street Edinburg, Tx 78539 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps HIgh Speed Internet Connection at Wic	72.80	72.80

Authorized By: _____

Requisition

Req # 00223177

PO #

Date: 09/18/12

Bill To: x
x

Vendor : 231924
TIME WARNER CABLE
P.O. BOX 60074
CITY OF INDUSTRY CA 91716-0074

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Clinic 1901 N. Bridge Ave. Weslaco, Tx 78596 (Off-net/ICB) One Time installation		
1.00	EACH	*SOHO 15X2 Mbps HIgh Speed Internet Connection at Wic Clinic 1903 N. Fair Street Pharr, Tx 78577 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 204 W. 2nd La Joya, Tx 78560 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 211 S. Schuerbach Mission, Tx 785720 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 220 S. Bicentennial Blvd. Suite D Mcallen, Tx 78501 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 230 N. 86th Edinburg, Tx 78560 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 300 E. Hackberry Ave. Mcallen, Tx 78501 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 3001 N. 23rd Street Mcallen, Tx 78501 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 301 S. 8th Street Donna, Tx 78537 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 313 S. Business 83 Alamo, Tx 78516 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 3150 E. Richardson Rd. Edinburg, Tx 78542 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 3513 E. Ave. Alton, Tx 78573 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 3519 W. Main Ave. Suite B Mission, Tx 78574 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 417 S. Oregon Ave. Weslaco, Tx 78596 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 540 S. Texas Ave. Mercedes, Tx 78570 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 604 N. Garza Street Rio Grande City, Tx 78572 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 7013 S. Cage Blvd. Pharr, Tx 78577 (Off-net/ICB) One Time installation	72.80	72.80

Authorized By: _____

Requisition

Req # 00223177

PO #

Date: 09/18/12

Bill To: x
x

Vendor : 231924
TIME WARNER CABLE
P.O. BOX 60074
CITY OF INDUSTRY CA 91716-0074

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 702 E. Texano Dr. Hidalgo, Tx 78543 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 722 N. Breyfogle Suite 2 Mission, Tx 78574 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 926 W. Sam HOuston Blvd. Suite 3 Pharr, Tx 78577 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 300 W. Hall Acres Rd. Suite B Pharr, Tx 78577 (Off-net/ICB) One Time installation	72.80	72.80
1.00	EACH	*SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic 3105 E. Richardson Rd. Edinburg, Tx 78541 (Off-net/ICB) One Time installation	72.80	72.80
2.00	EACH	Fiber Metro E-5Mbps Metro E Circuit Ffrom 1024 N. M Road Edinburg, Texas 78542 to (HUB Site) (Off-net/ICB $250.88 Per Port - Ports) One TIme installation (per port)	250.88	501.76
		Account No	Encumbrance	
		2-1100-415-00-200-002-0-534	14,227.36	
			Freight	.00
			Total	14,227.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TIME WARNER CABLE
Business Class

Business Class Proposal

for

Hidalgo County

September 19, 2012

Arturo J. Garcia
Time Warner Cable Business Class
1514 S. 77 Sunshine Strip Suite 1
Harlingen Tx 78550
956-535-0210
arturo.garcia@twcable.com

August 22,2012

Mr. Renan Ramirez & Juan De Leon
Hidalgo County
Edinburg TX 78539

RE: Time Warner Cable Business Class Proposal

Dear Hidalgo County :

Time Warner Cable Business Class (TWCBC) is pleased to provide this proposal to Hidalgo County and we believe this proposal provides your organization with a customized solution that addresses your long-term needs and goals.

We understand those needs and goals to be:

Provide a proposal to connect multiple locations with Time Warner Metro Ethernet Services. These services are available via the DIR contract and our specific information related to this procurement vehicle is as follows:

Vendor ID: 11337904335

Contract#: DIR-TEX-AN-NG-CTSA-008

Please contact the DIR Telecom Solutions Group at (512) 936-4357, or toll-free (877) 472-4848, option 4 or via email at telecom.solutions@dir.texas.gov for any assistance with the DIR procurement process.

We appreciate the opportunity to share our unique capabilities with the Hidalgo County and we look forward to discussing this proposal in greater detail with you.

Sincerely,

Arturo J. Garcia
Government & Education
Time Warner Cable Business Class
956-535-0210 Cell
Arturo.garcia@twcable.com

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Below are the TWC Business Class service costs.

	MonthlRecurring Charge
(Court House) Fiber Metro E -100Mbps Metro E Circuit at (HUB Site) 100 N. Closner Blvd. Edinburg TX 78539.	
(Off-net/ICB $1,176 Per Port -2 Ports)	$2,352.00
One Time installation (per port)	$0.00
(Bilding & Grounds) Fiber Metro E -5Mbps Metro E Circuit from 3100 S. Hwy 281 Edinburg TX 78542 to (HUB Site) .	
(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00
(Kmart) Fiber Metro E -5Mbps Metro E Circuit from 2802 S. Hwy 281 Hwy 281 Edinburg TX 78539 to (HUB Site).	
(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00
(Mediplex Building) Fiber Metro E -10Mbps Metro E Circuit from 1615 S. Closner Blvd. Edinburg TX 78539 to (HUB Site).	
(Off-net/ICB $344.96 Per Port -2 Ports)	$689.92
One Time installation (per port)	$0.00
(Juvenile Detention Center) Fiber Metro E -5Mbps Metro E Circuit from 1101 N. Doolittle Rd. Edinburg TX 78542 to (HUB Site).	
(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00
(Health Department) Fiber Metro E -5Mbps Metro E Circuit from 300 E. Hackberry Ave. McAllen TX to (HUB Site).	
(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00
(Precinct 1 Sanitation) Fiber Metro E- 5Mbps Metro E Circuit from Mile 11 North Mercedes TX 78570 to (HUB Site).	
(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00
Fiber Metro E -5Mbps Metro E Circuit from 1024 N. M Road Edinburg TX 78542 to (HUB Site) .	
(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76

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One Time installation (per port)	$0.00

(Precinct 3 Drainage) Fiber Metro E -5Mbps Metro E Circuit from 2800 W. Mile 7 Road Mission TX 78574 to (HUB Site).

(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(Precinct 1) Fiber Metro E -10Mbps Metro E Circuit from 1902 Joe Stephens Ave. Weslaco TX 78596 to (HUB Site).

(Off-net/ICB $344.96 Per Port -2 Ports)	$689.92
One Time installation (per port)	$0.00

(Precinct 2 Shop) Fiber Metro E -5Mbps Metro E Circuit from 301 E. State Ave. Pharr TX 78577 to (HUB Site).

(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(Precinct 4) Fiber Metro E -10Mbps Metro E Circuit from 1102 N. Doolittle Rd. Edinburg TX 78542 to (HUB Site).

(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(CRC San Juan) Fiber Metro E- 5Mbps Metro E Circuit from 509 E. Earling Rd. San Juan TX 78589 to (HUB Site).

(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(Weslaco Bootcamp) Fiber Metro E -5Mbps Metro E Circuit from 1711 N. Bridge Ave. Weslaco TX 78596 to (HUB Site).

(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(Alamo CRC Precinct 2) Fiber Metro E -5Mbps Metro E Circuit from 1429 S. Tower Rd. Alamo TX 78516 to (HUB Site).

(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(Urban County) Fiber Metro E- 5Mbps Metro E Circuit from 1916 Tosoro Street Pharr TX 78577 to (HUB Site).

(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(Precinct 3) Fiber Metro E- 10Mbps Metro E Circuit from 724 Breyfogle Mission TX 78574 to (HUB Site).

(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(Sheriff's) Fiber Metro E- 5Mbps Metro E Circuit from 711 El Cibilo Rd. Edinburg TX 78540 to (HUB Site).

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(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(WIC Clinic) Fiber Metro E- 5Mbps Metro E Circuit from 371 W. Expressway 83 Sullivan City TX 78595 to (HUB Site).

(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(Edinburg DPS Substation) Fiber Metro E- 5Mbps Metro E Circuit from 410 N. 13th Ave. Edinburg TX 78541 to (HUB Site).

(Off-net/ICB $250.88 Per Port -2 Ports)	$501.76
One Time installation (per port)	$0.00

(Constable Precinct 4) *SOHO 15X2 Mbps High Speed Internet Connection at 1212 S. 25th Ave. Edinburg TX 78542.

(Off-net/ICB)	$72.80
One Time installation	$0.00

(County Clerks Substation) *SOHO 15X2 Mbps High Speed Internet Connection at 419 W. Nolana Ave. McAllen TX 78504.

(Off-net/ICB)	$72.80
One Time installation	$0.00

(JP Palacios) *SOHO 15X2 Mbps High Speed Internet Connection at 224 N. 12 Ave. Edinburg TX 7851.

(Off-net/ICB)	$72.80
One Time installation	$0.00

(Health) *SOHO 15X2 Mbps High Speed Internet Connection at 1304 S. 25th Ave. Edinburg TX 78542.

(Off-net/ICB)	$72.80
One Time installation	$0.00

***SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic** 113 Dawson Street Edinburg TX 78539

(Off-net/ICB)	$72.80
One Time installation	$0.00

***SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic** 1901 N. Bridge Ave. Weslaco TX 78596

(Off-net/ICB)	$72.80
One Time installation	$0.00

***SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic** 1903 N. Fair Street Pharr TX 78577.

(Off-net/ICB)	$72.80
One Time installation	$0.00

***SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic** 204 W. 2nd Street La Joya TX 78560.

(Off-net/ICB)	$72.80
One Time installation	$0.00

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***SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic** 211 S. Schuerbach Mission TX 78572.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic** 220 S. Bicentenial Blvd. Suite D McAllen TX 78501	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic** 230 N. 86th Street Edinburg TX 78542.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 300 E. Hackberry Ave. McAllen TX 78501.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 3001 N. 23rd Street McAllen TX 78501.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 301 S. 8th Street Donna TX 78537.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2 Mbps High Speed Internet Connection at Wic Clinic** 313 S. Business 83 Alamo TX 78516.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 3150 E. Richardson Rd. Edinburg TX 78542.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 3513 E. Ave. Alton TX 78573	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 3519 W. Main Ave. Suite B Mission TX 78574.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 417 S. Oregon Ave. Weslaco TX 78596.	
(Off-net/ICB)	$72.80

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One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 540 S. Texas Ave. Mercedes TX 78570.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 604 N. Garza Street Rio Grande Cty TX 78582.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 7013 S. Cage Blvd. Pharr TX 78577.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 702 E. Texano Dr. Hidalgo TX 78543.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 722 N. Breyfogle Suite 2 Mission TX 78574.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 926 W. Sam Houston Blvd. Suite 3 Pharr TX 78577.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 300 W. Hall Access Rd. Suite B Pharr TX 78577.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
***SOHO 15X2Mbps High Speed Internet Connection at Wic Clinic** 3105 E. Richardson Rd. Edinburg TX 78541.	
(Off-net/ICB)	$72.80
One Time installation	$0.00
TOTAL Monthly Recurring Charge:	**$14,227.36**
One Time Intallation Charge :	**$0.00**

One Month Billing

***Pricing includes DIR Cost Recovery Fee (CRF)**

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About CTS
TEX-AN
- How to Order
- Customer Eligibility
- Contracts
- Help Desk
- Frequently Asked Questions

Wireless
CCTS
Customer Care

CTS Contracts

Tex-AN NG Contract: DIR-TEX-AN-NG-CTSA-008

Vendor: Time Warner Entertainment – Advance/Newhouse Partner dba Time Warner

Vendor ID: 11337904335
Vendor URL: http://timewarnercable-tex-an-ng.com/index
Contract Term End Date: 11/10/2016

Services Offered:

- Internet Services
- Metro Ethernet Services
- Small Office/Home Office (SOHO) Services

Information about file formats.

How to Order

For product and pricing information, Customer can access the Vendor Website at: http://timewarnercable-tex-an-ng.com/index or contact Time Warner Cable representative at: (469) 464-4914 or via email at: brian.beresford@twcable.com.

For **Internet and Metro Ethernet Services**:

- When Customer is ready to place an order, Customer will contact DIR Telecommunications at (877) 472-4848, option 4 or send an email to the telecom.solutions@dir.texas.gov.
- DIR will then place the order with the Vendor. DIR will invoice the Customer and will pay the Vendor.

For **Small Office/Home Office (SOHO) Services**:

- When Customer is ready to place an order, Customer will generate a purchase order, made payable to **Time Warner Entertainment – Advance/Newhouse Partner dba Time Warner Cable through its Texas Region**. You must reference the DIR Contract Number **DIR-TEX-AN-NG-CTSA-008** on your purchase order.
- Email or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Documents:

- Contract: DIR-TEX-AN-NG-CTSA-008 - PDF (989 KB)
  - Amendment 1 to DIR-TEX-AN-NG-CTSA-008 - PDF (69 KB)
- Attachment C-1 to Exhibit C – Pricing - PDF (201 KB) (Amendment 1 Version)
- Attachment D-1 to Exhibit D – Service Level Agreement - PDF (223 KB)
- Attachment F-1 Network to Network Plan - PDF (175 KB)
- Attachment F-2 Capacity Management Plan Attachment - PDF (178 KB)
- Attachment F-3 Disaster Recovery Plan - PDF (196 KB)
- Attachment F-7 Service Delivery Implementation Plan - PDF (236 KB)
- Attachment F-8 Marketing Plan - PDF (200 KB)
- Attachment F-9 Service Delivery Management Plan - PDF (232 KB)
- Attachment F-10 Order Process Implementation Plan - PDF (208 KB)
- Attachment F-11 Order Process Management Plan - PDF (238 KB)

- Attachment F-12 Change Management Implementation Plan - PDF (538 KB)
- Attachment F-13 Change Management Plan - PDF (244 KB)
- Attachment F-14 Inventory Management Implementation Plan - PDF (206 KB)
- Attachment F-15 Ongoing Inventory Management Plan - PDF (193 MB)
- Attachment F-16 Help Desk Management Plan - PDF (276 KB)
- Attachment F-17 Ongoing Help Desk Management Plan - PDF (313 KB)
- Attachment F-18 Billing Plan - PDF (2.38 MB)
- Attachment F-19 Program Management Plan - PDF (219 KB)
- Attachment F-20 Ongoing Program Management Plan - PDF (265 KB)
- Exhibit I – HUB Subcontracting Plan - PDF (316 KB)

Time Warner Entertainment - Advance/Newhouse Partner dba Time Warner Cable through its Texas Region
Contact: Brian Beresford
Phone: (469) 464-4914
Fax: Not Available

DIR Contact:
Contact: Skip Bartek
Phone: (512) 936-9876
Fax: (512) 475-4759

Information about file formats.

Persons using assistive technology may not be able to fully access information in this document. For assistance, please contact the DIR Public Information Officer at (512) 463-5193.

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Contract-**DIR-TEX-AN-NG-CTSA-008**
You must reference the **DIR** Contract Number **DIR-TEX-AN-NG-CTSA-008** on your purchase order. ... **DIR-TEX-AN-NG-CTSA-008** ... Amendment 1 to **DIR-TEX-AN-NG-CTSA-008**
http://www.dir.texas.gov/cts/**texan**/pages/contract-**dir-tex-an-ng-ctsa-008**.aspx - 26KB - 9/19/2012

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Contract-**DIR-Tex-AN-NG-CTSA**-002
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dir-**tex-an-ng-ctsa-008**-attachmentf-8.pdf
http://www.**dir.tex**as.gov/sitecollectiondocuments/cts/**tex-an ng** contracts/**dir-tex-an-ng-ctsa-008**/**dir-tex-an-ng-ctsa-008**-attachmentf-8.pdf - 199KB - 1/13/2012

Contract-**DIR-TEX-AN-NG-CTSA**-006
Contract-**DIR-TEX-AN-NG-CTSA**-006 ... You must reference the **DIR** Contract Number **DIR-TEX-AN-NG-CTSA**-006 on your purchase order. ... **DIR-TEX-AN-NG-CTSA**-006
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Contract-**DIR-TEX-AN-NG-CTSA**-007
Contract-**DIR-TEX-AN-NG-CTSA**-007 ... **DIR-TEX-AN-NG-CTSA**-007 ... Amendment 1 to **DIR-TEX-AN-NG-CTSA**-007
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Contract-**DIR-TEX-AN-NG-CTSA**-003
Contract-**DIR-TEX-AN-NG-CTSA**-003 ... **DIR-TEX-AN-NG-CTSA**-003 ... Amendment 1 to **DIR-TEX-AN-NG-CTSA**-003
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dir-tex-an-ng-ctsa-008-attachmentf-19.pdf
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1 2 Next>

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Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

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PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 12%

METRO ETHERNET PRICING		
Access	MRC	NRC
1.5m Port	$196.00	$560.00
2m Port	$196.00	$560.00
5m Port	$224.00	$840.00
10m Port	$308.00	$840.00
20m Port	$392.00	$840.00
30m Port	$476.00	$840.00
40m Port	$560.00	$840.00
50m Port	$672.00	$840.00
60m Port	$756.00	$840.00
70m Port	$840.00	$840.00
80m Port	$924.00	$840.00
90m Port	$1,008.00	$840.00
100m Port	$1,176.00	$840.00
200m Port	$1,456.00	$840.00
300m Port	$1,904.00	$840.00
400m Port	$2,240.00	$840.00
500m Port	$2,576.00	$840.00
1Gig Port	$5,152.00	$840.00
10Gig Port	ICB	ICB
Pricing above is applicable to on-net buildings, off-net will be priced on an ICB		
Term commitment for this service is a minimum of 12 months, but will not exceed 36 months.		

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 12%

INTERNET FIBER PRICING

Access Rate	MRC	MRC Description	NRC	NRC Description
1.5m	$168.00	Internet Access	$560.00	Installation Charge
10m	$582.40	Internet Access	$840.00	Installation Charge
20m	$952.00	Internet Access	$840.00	Installation Charge
30m	$1,176.00	Internet Access	$840.00	Installation Charge
40m	$1,400.00	Internet Access	$840.00	Installation Charge
50m	$1,624.00	Internet Access	$840.00	Installation Charge
60m	$1,848.00	Internet Access	$840.00	Installation Charge
70m	$2,072.00	Internet Access	$840.00	Installation Charge
80m	$2,296.00	Internet Access	$840.00	Installation Charge
90m	$2,520.00	Internet Access	$840.00	Installation Charge
100m	$2,744.00	Internet Access	$840.00	Installation Charge
200m	$4,032.00	Internet Access	$840.00	Installation Charge
300m	$5,286.40	Internet Access	$840.00	Installation Charge
400m	$6,540.80	Internet Access	$840.00	Installation Charge
500m	$7,616.00	Internet Access	$840.00	Installation Charge
1Gig	$11,200.00	Internet Access	$840.00	Installation Charge
10Gig	ICB	Internet Access	ICB	Installation Charge

Pricing above is applicable to on-net buildings, off-net will be priced on an ICB

MRC includes cost of equipment required for services and maintainence.

Term commitment for this service is a minimum of 12 months.

Term commitment for ICB service is a minimum of 12 months, but will not exceed 36 months.

INTERNET DOCSIS PRICING

Access Rate	MRC	MRC Description	NRC	NRC Description
10Mbps x 1 Mbps	$110.82	Internet Access, High Speed Data, includes 1 static IP	$224.00	Installation Charge
15 Mbps x 2 Mbps	$241.86	Internet Access, High Speed Data, includes 1 static IP	$224.00	Installation Charge
35 Mpps x 5 Mbps	$322.56	Internet Access, Wideband, includes 5 static IPs	$224.00	Installation Charge
50 Mbps x 5 Mbps	$388.08	Internet Access, Wideband, includes 5 static IPs	$224.00	Installation Charge

MRC includes cost of equipment required for services and maintainence.

Term commitment for this service is a minimum of 12 months.

TELECOMMUNICATION FEES AND SURCHARGES

Metro Ethernet Service Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	Exempt Customers
Federal, State and Local Taxes	Exact charges based on Customer address.	Federal, State and Local Taxes	Governmental exemptions from federal excise tax: 26 USC §§4253(i)(j); State sales tax: §151.309, Tax Code; Local Sales Tax: §321.208, Tax Code	All governmental entities are exempt.
Regulatory recovery fee - State (TX PUC recovery fee) "Utility Gross Receipts Assessment"	.167% of monthly telecommunications service charges	TX PUC recovery fee - PUC tax "Utility gross receipts assessment"	Collected to recover costs of complying with various state regulatory requirements.	No exemptions.
MROW - Municipal Right of Way (Municipal Franchise Fee)	City of Austin = Business phone rate $5.09 per line; Ethernet P2P rate $12.63 per line; cities may change this rate on an annual basis under state statutes.	Local fee imposed on companies that use the right of way. Companies are allowed to recover the costs of paying this fee from subscribers.	§54.205, Utilites Code	No exemptions.
FUSF	14.4% of monthly telecommunications service charges. Rate is changed quarterly by federal government	Federal Universal Service Fund Surcharge	This surcharge funds programs to ensure the availability of affordable telephone services across the US. All providers of telephone services must contribute and may recover these contributions from its subscribers.	No exemptions.
911 Equalization Surcharge	1.00%	Applies to intrastate long distance services	Health & Safety Code §771.072 CSEC Rule 255.1	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health and Safety) and Chapter 772 (HHS). Payable by political subdivisions.

Internet Service Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	Exempt Customers
Federal, State and Local Taxes	Exact charges based on Customer address.	Federal, State and Local Taxes	Governmental exemptions from federal excise tax: 26 USC §§4253(i)(j); State sales tax: §151.309, Tax Code; Local Sales Tax: §321.208, Tax Code	All governmental entities are exempt.
Sales tax	8.25% of monthly internet charges less $25 exemption	Sales tax - cable/hsd	All governmental entities are exempt from this tax.	All governmental entities are exempt from this tax.
911 Equalization Surcharge	1.00%	Applies to intrastate long distance services	Health & Safety Code §771.072 CSEC Rule 255.1	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health and Safety) and Chapter 772 (HHS). Payable by political subdivisions.

AI-34307 **13. I.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment for Invoice# M165522- ($ 2,715.00) - HALFF ASSOCIATES, INC., in connection to Contract#C-10-340-10-19 under (WA#2-PO# 662524) PROJECT: "Courthouse Life Safety-Fire Suppression System".

BACKGROUND

Invoice# M165522 - Halff Assoc Inc (C-10-340-10-19)

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

PO#662524 available $22,183.00

Attachments

Inv# M165522-Halff & Assoc(Life Safety Crthse)

WA#2-Halff(Life Safety Proj)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 12:01 PM
Budget & Management	Merlen P. Munoz	09/20/2012 01:57 PM
Roland Garcia	Rolando Garcia	09/20/2012 04:32 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Letty Saenz Started On: 09/18/2012 11:19 AM

Final Approval Date: 09/21/2012

INVOICE

HALFF

ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo County Commissioner's Court
2818 South Business 281
Hidalgo County Budget and Management Division
Edinburg, TX 78539

Attention: Mr. Sergio Cruz

Invoice Date: 8/31/2012
Invoice #: M165522
Project: 28237
Invoice Group: L2
Client Code HIDAL5

Project Name: Hidalgo Co Precinct #4/ Building Repairs

For Professional Services Rendered through: 08/31/2012
Re: Engineering Services
Hidalgo County -Courthouse Life Safety
Edinburg, Tx
Project Name: Courthouse Life Safety
Work Authorization #: 2

Contract Number: C-10-340-10-19
P. O. #: 662524

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

	Contracted Rate Total ($)		Previous Amount	% completed	Current Amount	Total Fee Remaining
Task #	Task / Scope	Budget				
A1	Survey for Design	$5,000.00	$5,000.00	100%	$ -	$0.00
A2	Civil Engineering	$2,000.00	$2,000.00	100%	$ -	$0.00
A3	Building Envelop and Interiors	$19,000.00	$19,000.00	100%	$ -	$0.00
A4	Structural Engineering	$2,000.00	$2,000.00	100%	$ -	$0.00
A5	Electrical Engineering	$15,000.00	$15,000.00	100%	$ -	$0.00
A6	Life Safety Improvements	$39,840.00	$31,872.00	80%	$ -	$7,968.00
A7	Asbestos - Site Survey	$16,390.00	$16,390.00	100%	$ -	$0.00
A8	Asbestos - Design and Monitoring	$16,600.00	$14,110.00	100%	$ 2,490.00	$0.00
A9	Project Specs and Bid Docs	$4,500.00	$4,275.00	100%	$ 225.00	$0.00
		$120,330.00	$109,647.00		$ 2,715.00	$7,968.00
B1	Bid Phase Services					
	Bid Phase Sub-Total (Hours)					
	Design Phase Sub-Total ($)	$3,000.00	$1,500.00	50%	$ -	$1,500.00
C1	Construction Phase Services					
	Construction Phase Sub-Total (Hours)					
	Design Phase Sub-Total ($)	$9,000.00	$0.00	0%	$ -	$9,000.00
	Contracted Rate					
	TOTAL LABOR COSTS	$92,490.00	$79,275.00	89%	$ 2,715.00	$10,500.00
	TOTAL EXPENSES	$39,840.00	$31,872.00	89%	$ -	$ 7,968.00
	TOTAL LABOR PLUS EXPENSES	$132,330.00	$111,147.00	89%	$2,715.00	$18,468.00

Total Fee Earned to Date: $113,862.00
Less Previous Billings: $111,147.00
Amount Due this Invoice: $2,715.00

TERMS: DUE UPON RECEIPT

(214) 346-6200

(214) 739-0108 Fax

ORIGINAL

HIDALGO COUNTY

Professional Engineering Services

Contract # C-10-340-10-19

Work Authorization Form

CORRECTED WORK AUTHORIZATION No. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, HALFF ASSOCIATES, INC., professional engineers of McALLEN, TEXAS, hereinafter called the "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Various design services to allow for life safety improvements at the Hidalgo County Courthouse.

The scope of services to be provided by the Owner is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the Engineer is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $135,320.00 This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 1-1342-412-00-220-010-0-452 / 1-1336-412-00-220-010-0-431

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4**, Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this Work Authorization.

HIDALGO COUNTY PRECINCT # 4

By: Joseph Palacios

Joseph Palacios, Commissioner

HIDALGO COUNTY

By: _____

Valde Guerra, Executive Officer (P.O.C)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06/21/2011 as indicated below and effective as of 21 day of June, 2011.

THE ENGINEER:
HALFF ASSOICATES, INC.

By: _____

Menton J. Murray, III, PE, LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____

Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court
on 8-2-11 SAL

ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Service to be Provided by the Owner
ATTACHMENT "B" – Services to be Provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

EXHIBIT "D"
CORRECTED COST PROPOSAL

Various Design Services Life Safety Improvements Hidalgo County Courthouses

Professional Fee:

Survey for Design (with Topo)	$5,000
Civil Engineering	$2,000
Building Env/Inter + Life Safety Improvements -2	$19,000
Structural Engineering:	$2,000
Electrical Engineering	$15,000
Life Safety Improvements – 1	$39,840
Site Visits –REED (2)	$2,990
Asbestos – Site Survey	$16,392
Asbestos – Design and Monitoring	$16,598
Project Specifications and Bid Documents	$4,500
Bid Phase Service	$3,000
Construction Phase Service	$9,000
Total Fee (as listed):	**$135,320**

Exclusions:

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier, this is estimated at $4,700.00.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bell Insurance Agency
16980 Dallas Parkway
Dallas, TX 75248
Candy Goehring

CONTACT NAME: Candy Goehring
PHONE (A/C, No, Ext): 972.581.4915 FAX (A/C, No): 972.581.4916
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Accident & Indemnity	22357
INSURER B:	Hartford Casualty Ins. Co.	29424
INSURER C:	Hartford Underwriters	30104
INSURER D:	ACE Group of Companies	22667
INSURER E:		
INSURER F:		

COVERAGES — CERTIFICATE NUMBER: 11/12 Master w/E&O — 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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC			46UUNIY5768	07/12/2011	07/12/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			46UUNIY5768	07/12/2011	07/12/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000			46XHUIY6677	07/12/2011	07/12/2012	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	46WENV6090	07/12/2011	07/12/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	PROFESSIONAL LIABILITY Claims-Made			EONG21673845	07/12/2011	07/12/2012	$5,000,000 Per Claim Limit $5,000,000 Aggregate Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Hidalgo is included as additional insured as respects general liability if required by written contract
REVISED 7-19-11

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas J. Ashley/CANDY

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APPROVED

AI-27571 **41. G. 0.**
CC REGULAR
Meeting Date: 08/02/2011
Submitted For: Marty Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

CAPTION

Acceptance and approval of CORRECTION to Work Authorization No. 2 (with an estimated cost of $135,320.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.

BACKGROUND

Corrected - WA#2-Halff Assoc Inc
WA#2-Halff on CC-06/22/11
Contract #C-10-340-10-19

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-412-00-220-010-0-452
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-412-00-220-010-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Corrected-WA#2-Halff
apprvd WA#2-cc-062211
contract C-10-340-10-19-Halff

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2011 02:28 PM
Budget & Management	Merlen P. Munoz	07/20/2011 02:31 PM
Purchasing Department	Marty Salazar	07/20/2011 02:28 PM
Budget & Management	Merlen P. Munoz	07/20/2011 02:31 PM
Rosalinda Cantu		
Auditor's Office		

Form Started By: Letty Saenz Started On: 07/15/2011 02:47 PM

CC Approved on August 02, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 02, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call Comm. Quintanilla out

2. Pledge of Allegiance All

3. Prayer Monica Badillo

4. Approval of Consent Agenda 10 E 1 & 2, 10m and n pulled

5. **Open Forum**

6. **Executive Officer - Valde Guerra:**

   A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

   2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

   B. **AI-27802** Fire Marshal:
   Approval of Hidalgo County Rural Emergency Services Agreement for the year 2012-2013 approved

7. **County Judge's Office:** Rick Alvarez

   A. **AI-27808** Discussion regarding proposed Public Hearings pertaining to new county precinct boundaries

8. **Sheriff's Office - ~~Chief Martinez:~~** Capt Espinosa

   A. **AI-27733** Presentation for discussion, consideration and approval to accept three car booster seats and three car convertible car seats donated from the law firm of Perdue, Brandon, Fielder, Collins and Mott LLP in Association with the Law Offices of John David Franz. approved

9. **Tax Office - Armando Barrera:**

   A. **AI-27735** Approval of Annual Report for July 1st, 2010 through June 30th, 2011. report

10. Health & Human Services Department - Eddie Olivarez:

CC Approved on August 02, 2011

CC Approved on August 02, 2011

Rd Maint.	0020	Heavy Equipment Operator III	$34,167.00
Rd Maint.	0021	Maintenance III	$34,167.00
Rd Maint.	0045	Heavy Equipment Operator III	$26,607.00
Rd Maint.	0047	Truck Driver III	$26,334.00
Rd Maint.	0050	Truck Driver III	$26,000.00
Rd Maint.	0054	Heavy Equipment Operator I	$25,033.00

2. Approval to create the following full-time positions:

Dept.	Slot #	Position Title	Budgeted Salary
Parks	0023	Truck Driver III	$29,458.00
Parks	0024	Traffic Specialist I	$27,276.00
Rd. Maint.	0116	Accounts Payable Specialist I	$28,231.00
Rd. Maint.	0117	Mechanic II	$28,231.00
Rd. Maint.	0118	Traffic Control Supervisor	$37,000.00
Rd. Maint.	0119	Truck Driver II	$27,908.00
Rd. Maint.	0120	Truck Driver III	$29,458.00
Rd. Maint.	0121	Truck Driver II	$27,908.00
Rd. Maint.	0122	Heavy Equipment Operator III	$33,582.00

3. Approval of interdepartmental transfer.
4. Approval of revised salary schedules.

B. **AI-27772** Requesting approval to rename road on the east side of FM 88, across from Antonio St. and North of Mile 17 1/2 to Ramos SR for 9-1-1 Purposes Only.

approved

18. Precinct #3 - Comm. Flores:

A. **AI-27674** Requesting approval to reinstate Change Account Fund For Anzaldua's Park.

approved

19. **Precinct #4 - Comm. J. Palacios:**

A. **AI-27804** Approval to appoint member to the Emergency Services District #3 Board.

approved

Kant Burns out of Edinburg, Texas

20. **Budget & Management - Sergio Cruz:**

A. **AI-27810** Consideration and approval of an Order imposing optional local fees in addition to the registration fee for calendar year 2012 in accordance with Transportation Code Section 502.172, Section 502.1725 and Section 502.173.

approved

B. **AI-27712** Approval to pay Invoice# 1107-10-109 from Appriss in the amount of $30,710.00 for VINE Maintenance Fee after review, audit, and processing procedures are completed by County Auditor.

approved

C. **Budget Appropriations:**

1. **AI-27739** Pct. #3 R&B (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for revenues received by Golf View Estates Property Owner Inc. for road improvements of Golf View Estates Phase I and Phase II.

approved

b. Approval of 2011 appropriation of funds into Precinct #3 Golf View Estates Phase I & Phase II in the amount of $50,397.81 to fund road improvements of Golf View Estates Phase I and Phase II.

approved

21. **Purchasing Department - Marty Salazar:**
Notes:

CC Approved on August 02, 2011

CC Approved on August 02, 2011

Professional Services Contracts" with to modified qualifications, requirements and scope of services (i.e., procurement packet) to be developed and drafted by the Purchasing Department for presentation to CC for final approval; or, if desired,

c. Approval to retain the Statements of Qualificationas received for RFQ No. 2011-175-07-20-YZV "Legal Consultant to Assist with Negotiation of Contracts" and continue/proceed with the next step of the procurment process: to select and designate a grading committee to score and grade the SOQs.

no action

9. AI-27722

a. Presentation of the scoring grid (for purposes of CC determination as qualified) of the sole participant, Scan Inc. for the "Substance Abuse Treatment and Primary Care Services for Adolescents" for Hidalgo County. (RFQ No.: 2011-141-06-15-CGA);

approved

b. Requesting authority by Commissioners' Court to designate _____to enter into negotiations with Scan Inc. (ranked as qualified firm) for "Substance Abuse Treatment and Primary Care Services for Adolescents" for Hidalgo County.

approved

B. Pct. 2

1. AI-27791

a. Requesting final approval to execute Pipeline Alteration Agreement with Spectra Energy Transmission, LP, for the "El Gato Road."

approved

b. Requesting authority to issue a prepay to Spectra Energy Transmission, LP, as refer in the Pipeline Alteration Agreement in the amount of $25,000.00, for the"El Gato Road," after audit and processing procedures completed with authority for County Treasurer to issue payment/check.

approved

C. Pct. 4

1. AI-27571

Acceptance and approval of CORRECTION to Work Authorization No. 2 (with an estimated cost of $135,320.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.

approved

2. AI-27726

Requesting approval of a professional services agreement with HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES for the purposes of "Review of Appraisal Services" (on an as needed basis) for projects located with Hidalgo County Precinct No. 4 and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 06/14/11).

approved

D. Colonia Access Program Pct. 2

1. AI-27699

Requesting acceptance and approval of:

a. Application for Payment No. 3 (Retainage Release) in the amount of $20,218.84;

approved

b. "Certificate of Construction Completion" reflecting the completion date of April 20, 2011;from OG Construction Co., LLC for Mesquite Acres Subdivision as reviewed and submitted by project engineer DOS Logistics Inc. (C-CAP-10-309-09-21).

approved

E. Colonia Access Program Pct. 3

1. AI-27666

Requesting acceptance and approval of:

a. Application for Payment No. 2 (Retainage Release) in the amount of $17,946.08;

b. "Certificate of Construction Completion" reflecting the completion date of June 08, 2011; from M. J. A. Construction, LLC for Basham No. 14 Subdivision as reviewed and submitted by project engineer Javier Hinojosa Engineering (C-CAP-10-396-02-22).

approved

CC Approved on August 02, 2011

HIDALGO COUNTY

Professional Engineering Services

Contract # C-10-340-10-19

Work Authorization Form

WORK AUTHORIZATION No. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, HALFF ASSOCIATES, INC., professional engineers of McALLEN, TEXAS, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Various design services to allow for life safety improvements at the Hidalgo County Courthouse.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $132,330.00 This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 1-1342-412-00-330-010-0-452 / 1-1336-412-00-330-010-0-431

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct #4, Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this Work Authorization.

HIDALGO COUNTY PRECINCT # 4

By: Joseph Palacios

Joseph Palacios, Commissioner

HIDALGO COUNTY

By: _____

Valde Guerra, Executive Officer (P.O.C)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06/21/2011 as indicated below and effective as of 21 day of June, 2011.

THE ENGINEER:

HALFF ASSOICATES, INC.

By: _____

Menton J. Murray, III, PE, LEED AP

THE OWNER:

HIDALGO COUNTY

By: _____

Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court on 6-21-11 RG

ATTEST: Arturo Guajardo Jr.

By: _____

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Service to be Provided by the Owner
ATTACHMENT "B" – Services to be Provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

Services to be provided by the Engineer

Halff Associates is pleased to submit this task order proposal under our existing Professional Services Agreement (C-10-340-10-19) with Hidalgo County for Building Repairs and/or Renovations to County Owned Buildings for projects located within Precinct 4. Specifically, this proposal is for the A/E design services necessary to produce construction documents for various life safety improvements to the existing Hidalgo County Courthouse facility (including Annex). We have attended two different meetings to discuss the scope of work. We have also toured the site to refine the scope of work and identify field conditions. We have obtained sub-consultant proposals for portions of the work and have included those for your reference. As such, I understand the following scope of work:

Life Safety Improvements – 1 (Refer to Reed FPE Proposal):

1. Design and specification of a new automatic sprinkler system.
2. Design and specification of a new fire alarm system.
3. Life safety egress evaluation and proposed solutions

Life Safety Improvements – 2 (Halff Associates):

1. Design and specification of an emergency fire egress stairway serving the fourth and fifth levels.

Building Envelop and Interiors (Halff Associates):

1. Design of roofing modifications to facilitate fire stair.
2. Design of exterior wall modifications to facilitate fire stair.
3. Design of areas of refuge as required at fire stair.
4. Design of any interior wall systems to accommodate new life safety infrastructure
5. Design of interior finish systems to accommodate new life safety infrastructure.
6. Field measurements and model creation for Annex Building and Sallyport.

Structural (Halff Associates):

1. Design of any new structural elements to accommodate installation of fire stair.

HVAC:

1. None

Plumbing

1. None

Electrical (Halff Associates):

1. Review and assessment of existing electrical service entrance, specifically the normal and emergency branches that serve existing emergency service equipment.
2. Design of new emergency power system to accommodate new fire sprinkler pump and accommodations to modify existing service modification of current emergency service.

Survey (Halff Associates):

1. Topographic survey of the building and adjacent area as defined by Closer Blvd., McIntyre St., 10th St., and Cano St., inclusive of site improvements and utilities.

Civil (Halff Associates):

1. Design of utility improvements and reconstruction of site amenities demolished by installation of new utilities.

Bid Phase Service:

General:

1. Clarification of any items as needed from Proposers during project bidding.
2. Pre-bid Meeting and walk-through.
3. Evaluation of proposals.

Construction Phase Service:

General:

1. Monthly site observations during construction with observation reports.
2. Evaluation of contractor's pay applications.
3. Response to any contractor RFI's.
4. Review of submittals.
5. Final punch list report.
6. Back punch list.

Asbestos-Related Services – Site Survey (Halff Associates):

1. Comprehensive ACM Assessment.

Asbestos-Related Services – Design and Monitoring (Halff Associates):

1. Operations and Maintenance Plan.
2. Asbestos Abatement Plan.
3. Asbestos Abatement Oversight (Air Monitoring).

Exclusions:

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense.

I look forward to getting this project started. Please let me know if there is anything else needed from me to process a work order for this project. Should you have any questions or concerns, don't' hesitate to contact me.

Attachments:

1. Reed FPE Proposal
2. Halff Internal (Asbestos) Proposals (2)

REED FIRE PROTECTION ENGINEERING

THE EXPERTS IN FIRE/LIFE SAFETY SOLUTIONS

June 3, 2011

Mr. Phillip Applebaum P E
Vice President
Halff Associates Inc.
1201 N Bowser
Richardson, Texas 75081

RE: Fire Protection System Design Services
Hidalgo County Courthouse
Edinburg, Texas

RFPE #2011224(R1)

In accordance with a review of the drawings you provided and conversations with Mr. Trey Murray, we are pleased to provide you with our revised proposal to provide fire protection design services.

The proposal outlines the scope of service necessary to provide construction documents for the new automatic sprinkler systems and replacement of the existing fire alarm systems in the subject building. We have included a review of the life safety issues provided in the report and comments on those. We have added the Annex Building to the scope of services outlined in the proposal.

Please review the attached information and if you have any questions, please call. Return one signed copy to our office and retain one signed copy for your files. We will begin work after we receive the signed copy from your office.

We look forward to working with you to complete this project.

Regards,

Albert W Reed P E
President
Reed Fire Protection Engineering, LLC

REED FIRE PROTECTION ENGINEERING

THE EXPERTS IN FIRE/LIFE SAFETY SOLUTIONS

June 3, 2011

Mr. Phillip Applebaum P E
Vice President
Halff Associates Inc.
1201 N Bowser
Richardson, Texas 75081

RE: Fire Protection System Design Services
Hidalgo County Courthouse
Edinburg, Texas

RFPE #2011224(R1)

It is our understanding that your office requires construction documents for the automatic sprinkler system in to the subject building. The existing building has four (4) areas. Area A is three (3) stories with a basement. Area B is five (5) stories. Area C is two (2) stories. Area D is one story. The original building was constructed in 1959. The courthouse includes an adjacent 8,000 ft^2 Annex Building which is connected to the main building by a covered walk. The building has an older fire alarm system which should be replaced and will require modifications when the monitoring of the sprinkler system is added.

The building has been evaluated by an architecture firm. It's report identifies code violations with life safety systems and means of egress. Your office desires an evaluation of these items to determine alternative solutions.

Your office desires construction documents for the automatic sprinkler system and fire alarm system which are necessary to supervise the automatic sprinkler system.

I. BASIC SERVICES

Reed Fire Protection Engineering (RFPE) and HALFF ASSOCIATES (client) have agreed that RFPE will provide the following services to the client:

AUTOMATIC SPRINKLER SYSTEM

1. Obtain electronic copies in AutoCAD format of the building floor plans,

sections and reflected ceiling plans from your office. Obtain copies of any mechanical, structural, civil, etc. drawings as well.

2. Visit the site in Edinburg, Texas to verify accuracy of existing building floor plans. Gather data and determine locations for sprinklers, pipes, etc. While at the site, obtain water flow data from the City of Edinburg or witness a flow test if necessary.

3. While at the site, observe the condition of the existing fire alarm control panel and verify its capacity to accept the additional supervisory devices for the automatic sprinkler system.

4. Prepare preliminary water supply calculations for the proposed facility. The analysis will determine estimated water supply requirements for the sprinkler systems.

5. Prepare complete construction documents for the automatic sprinkler system. The drawings will include:

   a. Hazard classifications
   b. Water supply information
   c. Riser detail
   d. Pipe routing and sizes
   e. Sprinkler locations and types.
   f. Hydraulic calculations.
   g. Necessary details.
   h. Specifications in CSI format.

6. Meet with the City of Edinburg Fire Department to obtain preliminary approval for our design and obtain their comments. Revise the documents based on comments received.

7. Attend two (2) meetings with your office in McAllen, Texas to review the proposed design and obtain your comments. Revise the drawings based on comments received.

8. Submit one hard copy and one electronic copy of the information to your office for inclusion in the bid package. The drawings will be sealed by a fire protection engineer. **No additional design work will be necessary for a prospective installing contractor to prepare his bid.**

FIRE ALARM SYSTEM

1. Prepare complete construction documents for the modifications to the fire alarm system. The drawings will include:

a. Control panel location.
b. Additional device locations
c. Necessary details.
d. Sequence of operation.
e. Specifications in CSI format.
f. Interfaces to other building systems.
g. Demolition of any existing devices which are not compatible with the new fire alarm system.

2. Submit one hard copy and one electronic copy of the information to your office for inclusion in the submittal to your client. The drawings will be sealed by a fire protection engineer. No additional design work will be necessary for a prospective installing contractor to prepare his bid.

3. Attend meetings and provide drawings in the same manner as in the AUTOMATIC SPRINKLER SYSTEM section.

LIFE SAFETY EVALUATION

1. While conducting the site visit to gather data for the automatic sprinkler and fire alarm system designs, walk through the buildings to identify the life safety items contained in the architect's evaluation report.

2. Prepare a letter and drawings which show the location of the item and any proposed solutions for that item.

3. While attending the meetings for the design of the automatic sprinkler and fire alarm systems, discuss any life safety items which may be included in the project and assist your office with drawing preparation.

CONSTRUCTION PERIOD SERVICES

1. Review the contractor's shop drawings for the automatic sprinkler system and the modifications to the fire alarm system. Prepare letters listing items which require correction. Four (4) reviews are included – two (2) each for the fire alarm and sprinkler systems.

2. Answer RFI's from the installing contractor during construction. Maximum of twelve (12) hours are allocated for this item.

4. During construction, visit the site to observe the progress of the installation. Prepare a letter summarizing progress and listing items which must be corrected.

5. When the installation is substantially complete, visit the site to observe the installation of the automatic sprinkler system. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

6. When the installation is substantially complete, visit the site to observe the installation of the modifications to the fire alarm system. Witness a functional test of the devices added to the fire alarm system to verify proper operation. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

II. PROPOSAL ASSUMPTIONS

1. Preparation of the budgetary cost projections are excluded from this proposal.

2. **Drawings and specifications will bear the seal of a registered fire protection engineer.**

3. **Your office will provide contractual conditions for the bid package.**

4. Your office will furnish RFPE with electronic copies of existing floor plans and reflected ceiling plans and copies of mechanical, electrical, structural and civil drawings for our use in preparing our design.

6. Attendance at meetings other than those outlined are excluded.

7. Services not listed in Basic Services above are specifically excluded from the scope of RFPE services. RFPE assumes no responsibility to perform services not listed in Basic Services above.

III. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, calculations, specifications, reports, computer programs, operational and design data and all other documents produced by RFPE in connection with this project shall be confidential. They shall remain the property of RFPE whether the project is completed or not. HALFF ASSOCIATES shall not have or acquire any title to or ownership rights in any of the documents prepared by RFPE.

Once payment in full is received by RFPE in accordance with the PAYMENT section of this agreement, HALFF ASSOCIATES shall be permitted to retain printed copies of the documents for information and reference only. HALFF ASSOCIATES shall not use the documents on any other project, for additions to

this project, for completion of this project by others or for any other purpose for which the documents were not specifically prepared.

HALFF ASSOCIATES shall obtain written consent from RFPE for use of these documents, and shall appropriately compensate RFPE for their use.

IV. CONFIDENTIALITY

Unless compelled by law, including duly issued subpoena or court order, required by government agency or authority, or requested by HALFF ASSOCIATES to do so, RFPE agrees it will not convey to others any proprietary information, knowledge data or property concerning the business or affairs of HALFF ASSOCIATES or its affiliates. RFPE will limit access by its employees to all information referred to above.

Any information, design concept, procedure or material provided by RFPE which RFPE identifies as confidential to HALFF ASSOCIATES shall not be released by HALFF ASSOCIATES or its employees to any other parties under any circumstances.

V. INDEMNITY

HALFF ASSOCIATES shall indemnify and hold RFPE harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees arising out of or resulting from unauthorized use of the documents.

To the fullest extent permitted by law, Reed Fire Protection Engineering (RFPE) agrees to indemnify and hold HALFF ASSOCIATES harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence caused by RFPE in the performance of services outlined in this agreement.

RFPE services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site, or in the same circumstances or conditions. RFPE makes no warranty, express or implied, with respect to the services outlined in this agreement.

VI. PROFESSIONAL FEE

The fee for basic services will be a lump sum as listed below, depending on the scope of service. All fees include reimbursable expenses. The fee for basic services does not include additional services described in this proposal.

(1) AUTOMATIC SPRINKLER SYSTEM –	$23,380.00
(2) FIRE ALARM SYSTEM –	$12,990.00
(3) LIFE SAFETY EVALUATION –	$ 3,470.00
(4) TOTAL FEE -	$39,840.00

All fees include shop drawing review and RFI response.

Since the number of site visits is not known at this time, site visits will be provided at a lump sum fee of $1,495.00 per one day site visit.

VII. REIMBURSABLE EXPENSES

Reimbursable expenses authorized by your office are included in basic services and are in addition to fees for additional services. The following are examples of additional reimbursable expenses:

Automobile mileage at $0.51 per mile
Express delivery and courier service
Travel Expenses
Reproduction Expenses

VIII. ADDITIONAL SERVICES

If agreed to in writing by the client and Reed Fire Protection Engineering, RFPE will provide additional services. Additional services are not included as part of the Scope of Basic Services and shall be paid for by the client in addition to payment for basic services. Payment shall be in accordance with the terms listed in Section IX, Compensation and Payment, or as agreed to in writing by the client and RFPE. Additional Services will be billed at the hourly rates listed below. These services could include additional meetings, additional site visits or changes to the scope of this project.

Additional services will be billed at the hourly rates **listed below**. These services could include additional meetings, additional site visits or changes to the scope of this project.

President	$150.00 per hour
Fire Protection Engineer	$125.00 per hour
Senior Designer	$100.00 per hour
Designer	$ 85.00 per hour
CAD Operator	$ 60.00 per hour
Clerical	$ 50.00 per hour

IX. COMPENSATION AND PAYMENT

As full consideration of the performance of the Scope of Services described here, HALFF ASSOCIATES shall pay Reed Fire Protection Engineering the compensation provided above in accordance with applicable charges and conditions.

Reed Fire Protection Engineering shall submit progress Invoices to HALFF ASSOCIATES showing the services performed during the Invoice period and the charges incurred in the performance of said services. Invoices are to be submitted monthly, or at the end of the project, whichever occurs sooner to

HALFF ASSOCIATES
1201 N Bowser
Richardson, Texas 75081

HALFF ASSOCIATES shall pay the full amount of the invoice within thirty (30) days of receipt of payment for services from HALFF ASSOCIATES client. Full amount of invoice shall be paid in a maximum of sixty (60) days. If, however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall so notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the Invoice not in dispute within five (5) days of receipt of invoice from client. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

X. INSURANCE

A. COVERAGE

During the term of this agreement, RFPE agrees to provide evidence of insurance coverage as shown on the attached Master Insurance Certificate.

RFPE agrees to maintain professional liability insurance for the period of design and construction of this project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the fire protection engineers practicing in Texas are able to obtain such coverage.

B. WAIVER OF SUBROGATION

RFPE and HALFF ASSOCIATES waive all rights against each other and against the contractors, consultants and employees of the other to the extent that the damages sustained by either party are covered by insurance.

XI. TERMS

A. INVOICES

Invoices will be issued monthly based on services performed during that month. Payment is due within thirty (30) days of invoice date.

If however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the invoice not in dispute within thirty (30) days of receipt of invoice to RFPE. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

B. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits associated with this work, HALFF ASSOCIATES agrees within the extent permitted by law, to limit the liability of RFPE and it's representatives so that total aggregate liability does not exceed **$25,000.00** or the total fee associated with this work, whichever is greater.

C. TERMINATION

In the event of termination of this agreement by either party, HALFF ASSOCIATES shall within fifteen (15) calendar days of termination, pay RFPE for all services rendered and all reimbursable costs incurred up to the date of termination. Payment shall be in accordance with the PAYMENT section of this agreement.

HALFF ASSOCIATES may terminate this agreement without cause by giving RFPE at least seven (7) calendar days written notice.

Either HALFF ASSOCIATES or RFPE may terminate this agreement for cause by giving the other party at least seven (7) calendar days written notice. The agreement may be terminated for any of the following reasons:

a. Failure by the other party to perform in accordance with the terms of this agreement. The failure to perform shall not be caused by actions of the terminating party.

b. Transfer of the project or assignment of this agreement without prior written consent of the other party.
c. Suspension of the project or RFPE's services by HALFF ASSOCIATES for a period of more than ninety (90) calendar days, either consecutively or total during the length of this agreement.
d. Changes in the conditions of this agreement as outlined. These can include changes to the scope of service, changes to the nature of the project, or failure of the parties to agree on the compensation or schedule adjustments necessitated by such changes.

HALFF ASSOCIATES failure to make payment to RFPE in accordance with payment terms of this proposal shall constitute a material breach of this agreement and shall be cause for termination or suspension of services. When full payment is received by RFPE, RFPE shall resume services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

In the event of any termination that is not requested by RFPE, HALFF ASSOCIATES shall pay RFPE for all expenses incurred by RFPE due to the termination of this agreement. These shall include, but not be limited to, demobilization, reassignment of personnel, associated overhead costs and expenses directly connected to the termination. These payments shall be in addition to payments for services rendered and reimbursable expenses.

D. SUSPENSION OF SERVICES

If services performed by RFPE are suspended by HALFF ASSOCIATES for more than thirty (30) calendar days total during the term of this agreement, RFPE shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice to suspend services. In addition, upon resumption of services, HALFF ASSOCIATES shall compensate RFPE for the expenses incurred for resumption of services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

Suspension by HALFF ASSOCIATES of the services performed by RFPE for more than ninety (90) days total during the term of this agreement shall allow RFPE to terminate this agreement by giving HALFF ASSOCIATES at least five (5) days written notice. RFPE shall have no liability to HALFF ASSOCIATES, and HALFF ASSOCIATES agrees to make no claim for any delay or damage caused by any breach of this agreement resulting from actions of HALFF ASSOCIATES. Once the reason for the breach which caused services to be suspended is resolved, RFPE shall resume services if full payment for services performed before the suspension has been received. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

E. DISPUTE RESOLUTION

1. MEDIATION

Prior to the initiation of litigation, both parties agree to submit all claims, disputes or controversies resulting from the application, interpretation or enforcement of this agreement to non-binding mediation. Both parties shall agree on the mediator.

The party seeking mediation shall notify the other party in writing. This provision shall survive this agreement, but shall not extend beyond the time allowed for initiation of litigation.

2. LITIGATION

In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees and all other related expenses resulting from the litigation. In the event of a settlement of the dispute between the parties by mediation, arbitration or other means, the term prevailing party shall be determined in the same manner as if the dispute resulted in litigation.

Litigation between the parties pertaining to acts or failures to act shall accrue. The applicable statute of limitations shall commence to run not later than the following:

a. Date of substantial completion for acts or failures to act occurring prior to that date.
b. Date of receipt of final payment by RFPE for acts or failures to act occurring after substantial completion.
c. Date of substantial completion of RFPE services, if that date occurs prior to substantial completion of the project.

The earliest of the dates listed above shall take precedence.

Everything under this contract will be interpreted under the Laws for the State of Texas.

3. GENERAL

RFPE reserves the right to ask for references and perform credit checks on clients with which RFPE has not previously done business. These checks can include provision of references for both the company and its principal owners.

This proposal is valid for sixty (60) days from the issue date shown on the first page.

To indicate acceptance of this proposal and authorize initiation of services, please sign and return a copy of this proposal.

SUBMITTED BY:

REED FIRE PROTECTION ENGINEERING

ACCEPTED BY:

HALFF ASSOCIATES

HALFF

June 2, 2011
1008-11-7790

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to provide an Operations & Maintenance Plan, asbestos specifications and abatement oversight activities for the Hidalgo County Courthouse Annex Building located at addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit this proposal for asbestos consulting services for the referenced property. The services will include preparation of plans and specifications for asbestos abatement and abatement oversight of the removal of asbestos containing materials (ACM) identified in Terracon Consultants, Inc. February 11, 2009 asbestos survey report for the referenced property. The asbestos abatement will consist of the removal and proper disposal of the ACM that would be impacted by the installation of the proposed fire suppression system. At the time this proposal was prepared, the plans for the proposed fire suppression system were not available for review and all quantities and time have been estimated and could possibly be revised after review of the final installation plans. In addition, an Operations & Maintenance Plan will be developed for the ACM remaining in the facilities. Oversight services include limited asbestos abatement oversight by a licensed asbestos consultant and a project manager/air monitor on-site for the duration of the asbestos abatement activities.

Operations & Maintenance Plan

An Operations & Maintenance Plan (O&M Plan) will developed by Halff detailing a program of work practices to maintain identified ACM in good condition. The O&M Plan will ensure clean up of asbestos fibers previously released, and prevent further release by minimizing and controlling the disturbance and damage of identified ACM.

Asbestos Abatement

The asbestos abatement activities will be performed by others in accordance with the site specific plans and specifications prepared by Halff for the project. Asbestos abatement for the referenced

property will include the removal of the following asbestos containing materials (ACM), which were identified in the asbestos survey:

Hidalgo County Courthouse

- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material

Annex Building

- ±1,000 square feet of finished sheetrock
- ±250 square feet of resilient floor tile and mastic

Asbestos Abatement Oversight

The licensed asbestos consultant will coordinate with the licensed asbestos project manager to provide oversight of the abatement activities. The licensed asbestos consultant will also prepare a final report, which will include a description of abatement activities, disposal manifests, and results of on-site air monitoring.

The licensed asbestos project manager will be on-site for the duration of the asbestos abatement activities to perform air monitoring, on-site inspections, and to evaluate the work area for compliance with State and Federal asbestos regulations and the abatement design. The project manager will also perform a final visual inspection after the abatement has been completed and conduct clearance testing in accordance with the current Texas Department of State Health Services (TDSHS) regulations. The air samples will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.

The total costs associated with the above services are estimated not to exceed $31,948.00 and the project will require approximately six weeks (approximately 1 week for abatement activities) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

TABLE 1
COST ESTIMATE
Professional Services for Abatement specifications/ Oversight
Hidalgo County Courthouse Complex
Edinburg, Texas

Description	Unit Cost	Unit	Quantity	Total Cost
PREPARATION OF PLANS / SPECIFICATIONS / CLOSURE REPORT AND OPERATIONS & MAINTENANCE PLAN				
Consulting Fees				
Project Manager	$ 170	Hour	4	$ 680
Asbestos Consultant	$ 109	Hour	56	$6,104
CAD	$ 80	Hour	12	$ 960
Administrative Assistant	$ 70	Hour	3	$ 210
ODCs	$ 300	Lump	1	$ 300
Subtotal				**$8,254**
OVERSIGHT SERVICES				
Consulting Fees				
Asbestos Consultant	$ 109	Hour	16	$1,744
Asbestos Project Manager	$ 65	Hour	60	$3,900
Travel Expenses – On-Site Project Manager/Consultant	$2,700	Lump	1	$2,700
Subtotal				**$8,344**
Total				**$16,598**

The above proposal is based on the following assumptions:

- The project schedule for abatement is based on six ten hour days.
- Significant changes to the scope of work will not be required.
- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material
- ±1,000 square feet of finished sheetrock
- ± 250 square feet of resilient floor tile and mastic
- The abatement contractor will be hired directly by Hidalgo County.
- Contractor fees are estimated to be $15,000.00
- TDSHS Notification fees are estimated to be $350.00

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.
Thank you for your consideration of Halff.

Sincerely,

HALFF ASSOCIATES

Al Brunson

Al Brunson
Licensed Asbestos Consultant No. 105645

HALFF

June 2, 2011
1008-11-7790

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to perform a Comprehensive Assessment for Asbestos-Containing Materials for the Hidalgo County Courthouse Complex addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit the following cost estimate to perform an assessment for Asbestos Containing Materials (ACM) for the above referenced properties. It is understood that the Hidalgo County Courthouse Complex includes the Hidalgo County Courthouse and the Annex Building. This proposal includes the proposed scope of services, project deliverables, and project costs.

Assessment for Asbestos Containing Materials

An asbestos inspector, licensed by the TDSHS, will visually assess the subject property to determine areas likely to contain ACM. Field drawings and photographs will be prepared that detail the location, condition, and quantities of the suspected ACM. Bulk samples of suspected ACM will be collected in accordance with TDSHS sampling protocol. The suspected materials will be analyzed by an asbestos bulk laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), using Polarized Light Microscopy (PLM), in accordance with Environmental Protection Agency (EPA) methodology. The laboratory report will be combined with field notes and observations to determine approximate quantities of ACM present.

Halff's sampling will not include materials such as concrete flooring, wooden or metal doors, and/or hidden inaccessible components. Halff will perform destructive sampling to a certain degree in a reasonable effort to identify suspect ACM. However, hidden materials or materials beyond reasonable access to the inspectors during the site visit (materials beneath carpet, above ceilings, within walls/crawl spaces, etc.) may not be evaluated as part of the survey. Halff will conduct a visual and physical assessment of each identified homogeneous area of suspect ACM to assess the friability and condition of the materials. Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM and, therefore, will not be sampled. Based on results of the visual observations, bulk samples of suspect materials will be collected from each homogeneous area by a State of Texas Licensed Asbestos Inspector in general conformance with protocols established by EPA regulation 40 CFR 763 (AHERA) and the Texas Asbestos Health Protection Rules.

Asbestos Survey Report

A detailed survey/letter report will be prepared for the structure included in this project, describing the area(s) and condition of the building materials that will be affected. The report will explain the inspection and sampling procedures and discuss the results. The report will include photographs, drawings showing material sample locations, areas, and approximate quantities of materials.

The total costs associated with the above services are estimated not to exceed $16,392.00 and the project will require approximately 30 days (approximately 2 weeks for a verbal report and 2 weeks for a written report) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. It has been assumed that no more than 250 building material samples will be collected for the analysis of asbestos content. It has also been assumed that an electronic version of the building plans are available and will be provided and that the structures will be accessible for sampling activities and during normal business hours. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

TABLE 1 - PROJECT COSTS

Hidalgo County Courthouse Complex Edinburg, Texas				
Project Detail	**Project Cost Description**	**Unit Cost**	**Qty**	**Cost**
Asbestos Consultant	Labor, Licensed Consultant to perform asbestos assessment and survey	$109.00/hour	32	$ 3,488
Asbestos Inspector	Labor, Licensed Inspector to perform asbestos assessment and survey	$75.00/hour	32	$ 2,400
Laboratory Analysis	Asbestos – Laboratory analysis of bulk samples for asbestos content by PLM (24hr TAT)	$11.00/Sample	250	$ 2,750
Asbestos Report	Licensed Asbestos Consultant CAD Administrative Assistant	$109/hour $80/hour $50/hour	24 24 4	$ 2,616 $ 1,920 $ 200
Travel Expense	Airfare, Lodging, Transportation	Lump		$ 2,178
ODCs		Lump	1	$ 500
Project Manager		$170/hour	2	$ 340
			TOTAL	**$ 16,392**

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services

provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you.

Halff is a multi-disciplinary engineering firm providing a wide range of services including civil and environmental engineering, planning, and surveying. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.

Thank you for your consideration of Halff.

Sincerely,

HALFF ASSOCIATES, INC.

Al Brunson
Environmental Scientist
Asbestos Consultant No. 105645

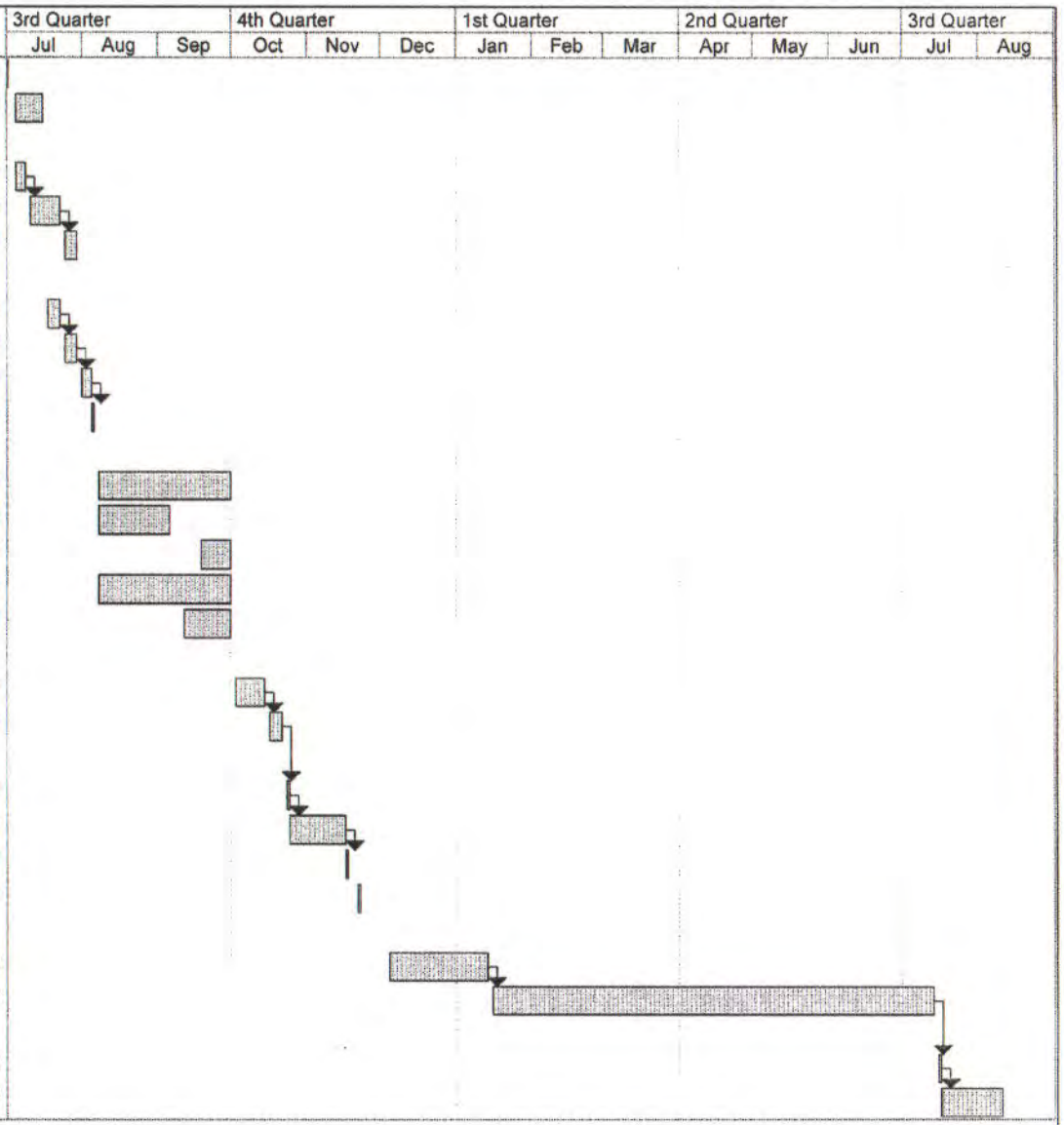
Authorized by: _____ **Date:**_____

EXHIBIT "C"

Work Schedule

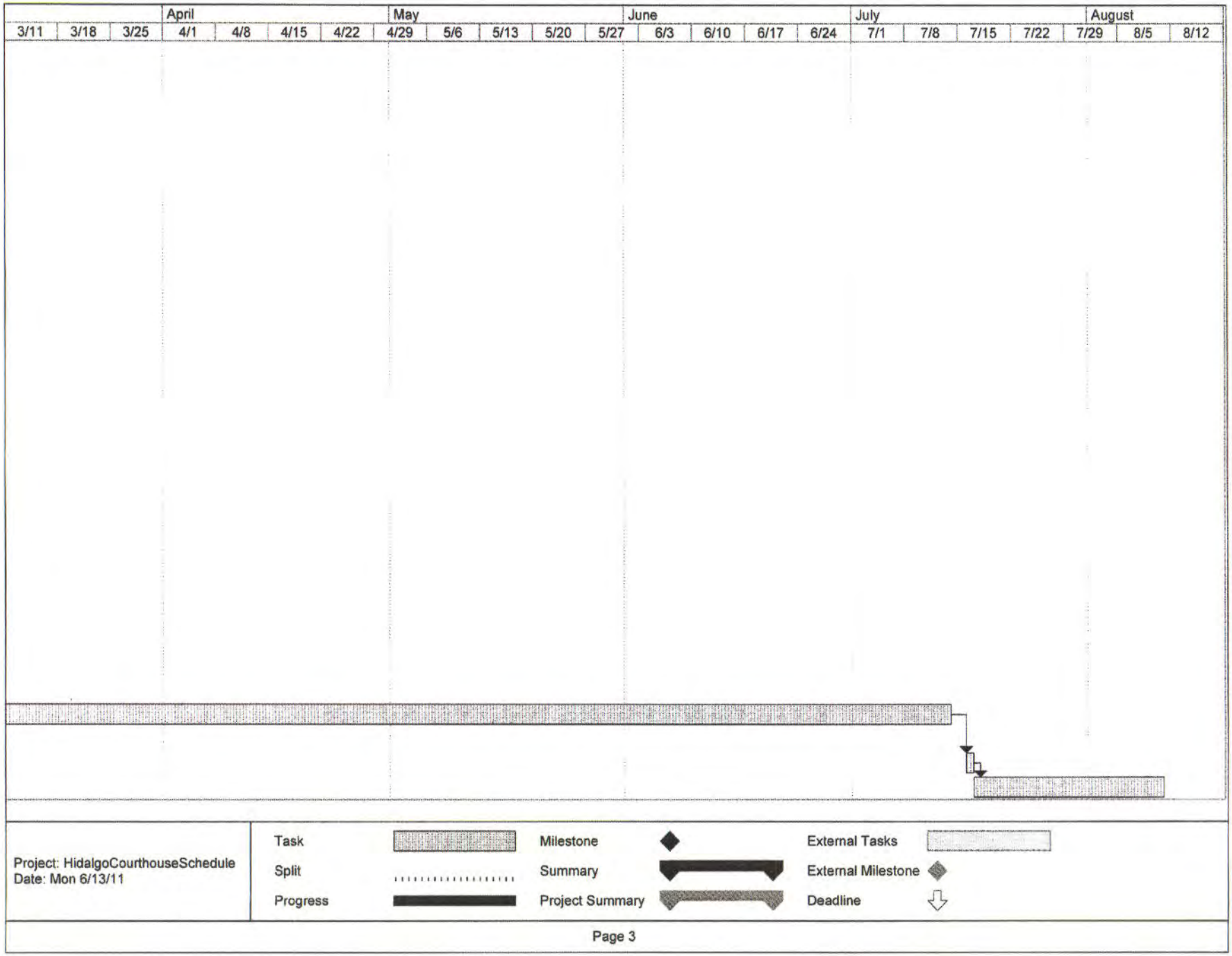
See attached

ID	Task Name	Start	Finish
1	NTP	Fri 7/1/11	Fri 7/1/11
2	Site Survey	Tue 7/5/11	Fri 7/15/11
3			
4	Asbestos Fieldwork	Tue 7/5/11	Fri 7/8/11
5	Asbestos Sample Analysis	Mon 7/11/11	Fri 7/22/11
6	Asbestos Survey Report	Mon 7/25/11	Fri 7/29/11
7			
8	Floor Plan Measurements	Mon 7/18/11	Fri 7/22/11
9	Existing Conditions CAD	Mon 7/25/11	Fri 7/29/11
10	Life Safety Inspection	Mon 8/1/11	Thu 8/4/11
11	Owner Progress Review	Fri 8/5/11	Fri 8/5/11
12			
13	Fire SprinklerAlarm Design	Mon 8/8/11	Fri 9/30/11
14	Egress Improvements	Mon 8/8/11	Mon 9/5/11
15	Civil Engineering	Mon 9/19/11	Fri 9/30/11
16	Building Interiors/Fire Stair	Mon 8/8/11	Fri 9/30/11
17	Electrical Engineering	Mon 9/12/11	Fri 9/30/11
18			
19	Asb. Abatement Plans/Specs	Mon 10/3/11	Fri 10/14/11
20	Owner Review/Approval	Mon 10/17/11	Fri 10/21/11
21			
22	Issuance of Plans for Bid	Mon 10/24/11	Mon 10/24/11
23	Proposal Phase	Tue 10/25/11	Wed 11/16/11
24	Receipt of Proposals	Thu 11/17/11	Thu 11/17/11
25	Construction Award	Tue 11/22/11	Tue 11/22/11
26			
27	Abatement and Monitoring	Mon 12/5/11	Fri 1/13/12
28	Construction	Mon 1/16/12	Fri 7/13/12
29			
30	Substantial Completion	Mon 7/16/12	Mon 7/16/12
31	Final Completion	Tue 7/17/12	Fri 8/10/12



Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline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Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11
Task
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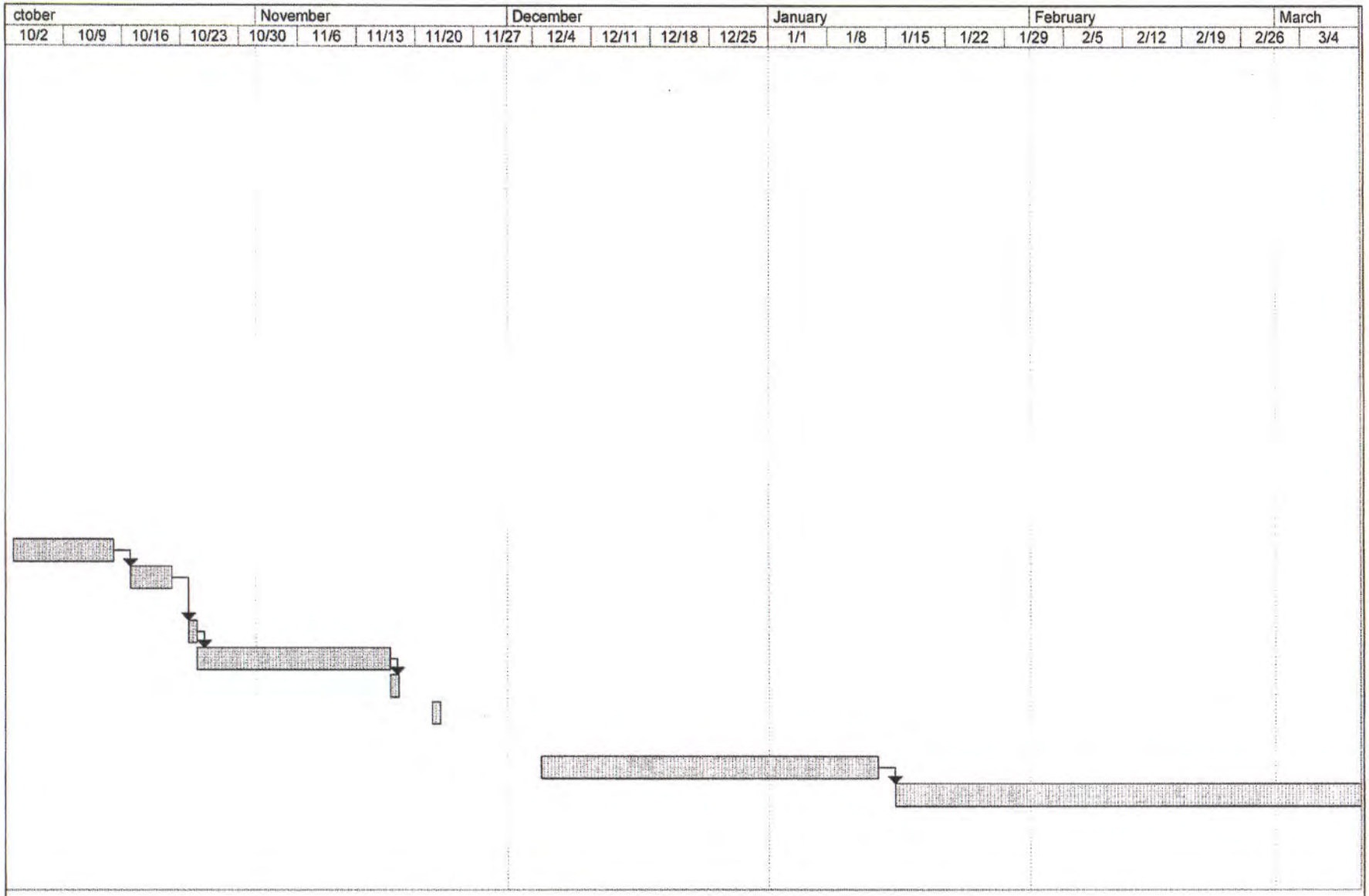
Project Summary
External Tasks
External Milestone
Deadline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2/12
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Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

ID	Task Name	Start	Finish
1	NTP	Fri 7/1/11	Fri 7/1/11
2	Site Survey	Tue 7/5/11	Fri 7/15/11
3			
4	Asbestos Fieldwork	Tue 7/5/11	Fri 7/8/11
5	Asbestos Sample Analysis	Mon 7/11/11	Fri 7/22/11
6	Asbestos Survey Report	Mon 7/25/11	Fri 7/29/11
7			
8	Floor Plan Measurements	Mon 7/18/11	Fri 7/22/11
9	Existing Conditions CAD	Mon 7/25/11	Fri 7/29/11
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11	Owner Progress Review	Fri 8/5/11	Fri 8/5/11
12			
13	Fire SprinklerAlarm Design	Mon 8/8/11	Fri 9/30/11
14	Egress Improvements	Mon 8/8/11	Mon 9/5/11
15	Civil Engineering	Mon 9/19/11	Fri 9/30/11
16	Building Interiors/Fire Stair	Mon 8/8/11	Fri 9/30/11
17	Electrical Engineering	Mon 9/12/11	Fri 9/30/11
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19	Asb. Abatement Plans/Specs	Mon 10/3/11	Fri 10/14/11
20	Owner Review/Approval	Mon 10/17/11	Fri 10/21/11
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23	Proposal Phase	Tue 10/25/11	Wed 11/16/11
24	Receipt of Proposals	Thu 11/17/11	Thu 11/17/11
25	Construction Award	Tue 11/22/11	Tue 11/22/11
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28	Construction	Mon 1/16/12	Fri 7/13/12
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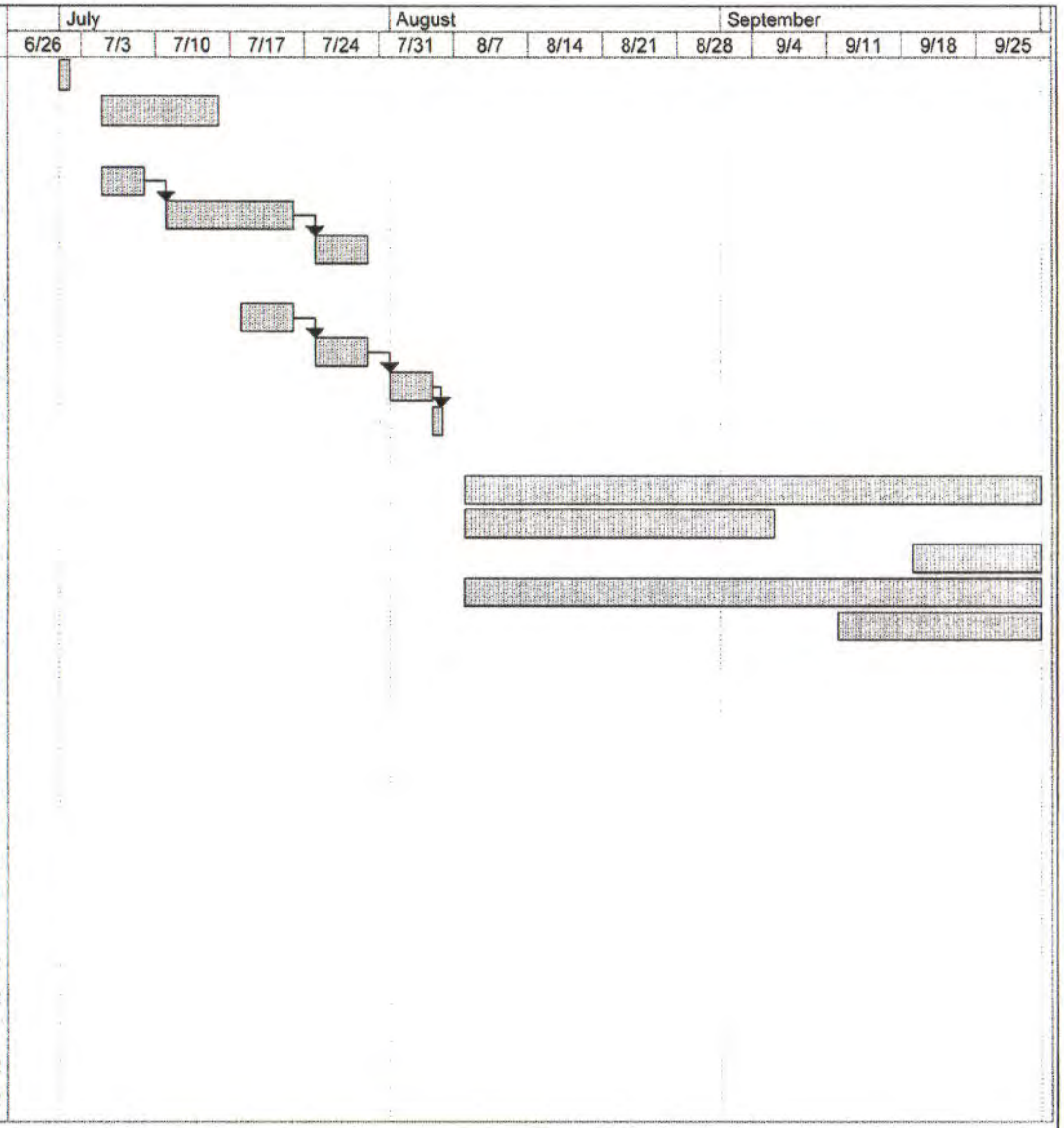

Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

EXHIBIT "D"
COST PROPOSAL

Various Design Services Life Safety Improvements Hidalgo County Courthouses

Professional Fee:

Survey for Design (with Topo)	$5,000
Civil Engineering	$2,000
Building Env/Inter + Life Safety Improvements -2	$19,000
Structural Engineering:	$2,000
Electrical Engineering	$15,000
Life Safety Improvements – 1	$39,840
Asbestos – Site Survey	$16,392
Asbestos – Design and Monitoring	$16,598
Project Specifications and Bid Documents	$4,500
Bid Phase Service	$3,000
Construction Phase Service	$9,000
Total Fee (as listed):	**$132,330**

Exclusions:

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier, this is estimated at $4,700.00.

CC Approved on June 21, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
June 21, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All present
2. **Pledge of Allegiance** All
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

A.

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

c/mgn

B. **AI-27125** Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Pct. 3 Meeting Hall & Pavilion.

approved

c/mgn

C. **AI-27121** Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Sunset Park.

approved

D. **AI-27128** Approval to accept a settlement check from TCLC Enterprises, Inc. in the amount of $235.00 to settle property damages to County vehicle. (Sheriff Office)

approved

E. **AI-27122** Approval to accept a settlement check from GEICO Insurance Company in the amount of $566.75 to settle auto accident with County vehicle. (Sheriff Office)

approved

F. **AI-27154** Environmental Compliance:

1. Presentation and Discussion on the 2005 Raba-Kistner Petroleum Storage Tank Compliance Assessment (Pct. 1, 2, 3, 4, and Sheriff's Department Complex)
2. Discussion, Consideration and Approval on establishing an Environmental Committee with representatives from each Precinct, Executive Officer and appropriate departments to implement EPA/TCEQ required regulatory mechanisms. Martha Mena, Raul Silguero, Norma Ceballos, Marcos Lopez, Yolanda Chapa
3. Discussion, Consideration and Approval to:
   a. compile a county-wide database of above-ground storage tanks (AST) and under-ground storage tanks (UST) through visual inspections and data from Fixed-Assets
   b. Initiate TCEQ compliance permits for all county ASTs, USTs and air burners

all approved

CC Approved on June 21, 2011

CC Approved on June 21, 2011

A. AI-27069 Approval of clarification of salary for one (1) Technician II positon, slot # 200-001-0030 Grade 6 approved by Comm. Court on 07/13/10.

no action

B. **Budget Appropriations:**

1. AI-27078 Pct. #1 R & B (1200):
Approval of 2011 appropriation of funds for Pct. 1 Administration, program #004, & Road Maintenance, program #005, in the amount of $200,500.00 to fund various operating expenditures.

approved

21. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT (S)/CHECK(S).

A. **Hidalgo County**

nothing to report

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

nothing to report

4. AI-27034 a. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extensions with NORMA HERNANDEZ d/b/a CV SERVICES as provided in the current contract for: "Vending Machine Services" for Hidalgo County, under the same rates, terms and conditions (effective: 06/22/11-06/21/12).

no action a-d

b.Discussion and applicable action for Commissioners' Court to entertain the option to offer vendor a payment plan (i.e. promissory note) to collect past due energy reimbursements

c. Other options.

d. Authority to advertise for Vending Machine Services.

e. Option to exercise a 60 day grace period extension as provided under current agreement, with Norma Hernandez d/b/a CV Services.

approved

5. AI-27097

a. Pursuant to Article 14 of the current agreement-C-10-340-10-19, Halff Associates is requesting approval to engage the services of a consultant/sub-contractor (REED Fire Protection Engineering, L.L.C.) with adherence to insurance provisions required by said article;

approved

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $135,280.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.

approved

CC Approved on June 21, 2011

AI-34325 **13. J.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Presentation/Request by awarded contractor (CC 11-01-11) Homer Alvarez, dba, Alvarez Construction for HCCC's approval of disbursements of funds be sent to project disbursing administrator, Insurors Indemnity Company ("Surety") as a condition by/from their Surety, thus directing all contract proceeds earned and to be earned under project #CAP-11-198-08-03-YSI/contract #C-CAP-11-198-11-01 Drainage Construction for Las Brisas Estates Subdivision directly to project disbursing administrator for: Homer Alvarez, dba, Alvarez Construction - Insurors Indemnity Company.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1312-431-00-124-406-0-733

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

BUDGETARY IMPACT:

P.O.668124 available balance as of 9-21-12 $33,887.00

Attachments

Request letter - disbursement of funds Las Brisas Estates Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/19/2012 01:38 PM
Purchasing Department	Marty Salazar	09/20/2012 04:43 PM
Budget & Management	Merlen P. Munoz	09/21/2012 08:03 AM
Manuel Chapa	Manuel Chapa	09/21/2012 09:27 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Marcie Jackson Started On: 09/19/2012 11:38 AM

Final Approval Date: 09/21/2012

INSURORS INDEMNITY Companies

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.InsurorsIndemnity.com • 254-759-3701 • Fax 254-755-6399

September 10, 2012

Ray Eufracio
Hidalgo County Auditor Office
2808 S. Business Highway 281
Edinburg, Texas 78539

RE: Homero Alvarez dba Alvarez Construction
PROJECT: Las Brisas Subdivision; CAP-11-198-08-03-YSI
BOND: CNB-13559-00

Dear Mr. Eufracio:

Please be advised that Insurors Indemnity Company ("Surety") issued a payment bond on the above-referenced construction project naming Homero Alvarez dba Alvarez Construction as principal.

The purpose of this letter is to inform you that pursuant to the General Indemnity Agreement between Homero Alvarez dba Alvarez Construction and the Surety, the Surety is exercising its right to be named as a joint payee on any construction payments relating to this project. A copy of the General Indemnity Agreement is attached hereto for your review. No other payees (besides Homero Alvarez dba Alvarez Construction and Insurors Indemnity Company) should be listed. To the extent you need to update your payment records to reflect this change, please do so.

If you have any questions whatsoever regarding the contents of this letter, please contact me.

Sincerely,

INSURORS INDEMNITY COMPANY

Michael Vieregg, Claims Manager

cc: Alvarez Construction
Rt 4 Box 3235
Donna, Texas 78537

AI-34171 **13. K.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Agapito Vargas Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of finalized document titled “Statement of Credentials” to be included in the procurement packet for construction projects to assist Hidalgo County in evaluating bidders/proposers as “responsible” in preparation for bid/proposal awards as other counties and/or cities require as approved by cc on 06-26-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

s of c document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 10:28 AM
Budget & Management	Merlen P. Munoz	09/20/2012 10:30 AM
Erika Zamora	Erika Zamora	09/21/2012 05:02 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Yvette Islas Started On: 09/12/2012 11:53 AM

Final Approval Date: 09/21/2012

STATEMENT OF CREDENTIALS

1. GENERAL: In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the information given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. EXPERIENCE: The Bidder will give below a list of similar projects which he has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

6. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

7. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

8. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

9. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

10. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **EQUIPMENT AVAILABLE FOR THIS CONTRACT/PROJECT ON HAND (if applicable):** The Bidder shall provide below a list of equipment available for use on this contract/project:

_____

_____

_____

_____

_____

_____

5. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County project that will comprise at least 10% of the total project cost. Use additional pages, if necessary. This information is considered to be preliminary and may be revised prior to the bid being awarded and shall be re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with this bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

_____

6. PERFORMANCE OF WORK BY BIDDER: Except as otherwise provided, the awarded bidder shall perform no less than seventy percent (70%) of the work on the project with his own organization; only thirty percent (30%) of the work on the project may be subcontracted. If, during the process of work hereunder, the Bidder requests a reduction in such participation percentage and Hidalgo County determines that it would be in Hidalgo County's best interest, the percentage of the work required to be performed by the Bidder may be reduced; provided, written approval of such reduction is obtained by the Bidder from Hidalgo County prior to the work being performed.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work amongst subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder; that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder herby certifies that it shall carry liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County. Bidder shall provide a certificate of insurance identifying the required insurance coverages as well as naming Hidalgo County as an additional insured for the awarded project.

Furthermore, bidder certifies that any subcontractor on the project shall also provide a certificate establishing liability coverage and workers compensation insurance coverage in the same amounts as required by Hidalgo County. A certificate of insurance for each subcontractor shall also identify the County as an additional insured for the work performed on the awarded project. Bidder shall provide copies of all insurance certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 2012.

_____

By_____

Title_____

Subscribed and sworn to me this ____ day of _____, 2012.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

AI-34183 **13. L.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Renewal of help desk support center/remote support of Software Subscription License Agreement with bigWeb Apps effective 08-01-2012 to 07-31-2012 through requisition #220822 for the following:

Department	Yearly Fee	Account Number
Information Technology	$5,537.38	2-1100-415-00-200-002-0-336
Facilities Management (Maintenance Dept.)	$2,024.01	2-1100-415-00-200-002-0-336
County Commissioner Pct. 1	$2,024.01	2-1200-431-00-121-004-0-336
County Commissioner Pct. 4	$2,024.01	2-1200-431-00-124-007-0-336

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Funds available in requisition 220822 as of 09-21-12.

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-004-0-336

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

BUDGETARY IMPACT:

Funds available in requisition 220822 as of 09-21-12.

FISCAL YEAR: 2012 ACCT. #: 2-1100-431-00-124-007-0-336

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

BUDGETARY IMPACT:

Funds available in requisition 220822 as of 09-21-12.

Attachments

Requisition

Quotes

Legal Approval

Terms & Conditions

exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 10:58 AM
Budget & Management	Merlen P. Munoz	09/20/2012 11:38 AM
Rosalinda Cantu	Rosie Cantu	09/21/2012 10:14 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Matilde Faz Started On: 09/12/2012 03:26 PM

Final Approval Date: 09/21/2012

Requisition

Req # 00220822

PO #

Date: 08/08/12

Consent #3483 9/25/12

Bill To: x
x

Vendor : 377066
BIGWEBAPPS
1447 PEACHTREE ST., STE 880
ATLANTA GA 30309
FAX (678)623-0296

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Quote number 00000382 Start Date 08/01/2012 End Date 07/31/2013 DO NOT DUPLICATE ORDER		
1.00	EACH	OM Asset Manager - 30 % Uplift DISCOUNT: 1583.71	3,369.60	1,785.89
1.00	EACH	OM Email Parser - 10% Uplift DISCOUNT: 527.9	1,123.20	595.30
1.00	EACH	OM LDAP Replicator - 20 % Uplift DISCOUNT: 1055.81	2,246.40	1,190.59
1.00	EACH	OM Non Profit Discount	-4,582.65	-4,582.65
1.00	EACH	OM Remote Assistance - 10% Uplift DISCOUNT: 527.9	1,123.20	595.30
24.00	EACH	OM Technician Licenses DISCOUNT: 5279.04	468.00	5,952.96
1.00	EACH	OM Additional Departments (Facility Maintenance Dept)	2,024.01	2,024.01
1.00	EACH	OM Additional Departments (Commissioner Pct 4)	2,024.01	2,024.01
1.00	EACH	OM Additional Departments (Commissioner Pct 1)	2,024.01	2,024.01
		Account No	Encumbrance	
		2-1100-415-00-200-002-0-336	7,561.40	
		2-1200-431-00-121-004-0-336	2,024.01	
		2-1200-431-00-124-007-0-336	2,024.01	
			Freight	.00
			Total	11,609.42
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

320822

CC
34183
9/25/12

BigWebApps

Company Address	PO Box 7010 Atlanta, GA 30357 US	Created Date	8/10/2012
		Expiration Date	8/31/2012
		Quote Number	00000382
Prepared By	Mike Clements	Contact Name	Lee Pena
Phone	(866) 996-1200 ext.703	Phone	(956) 292-7010
E-mail	mike.clements@bigwebapps.com	Email	lee.pena@co.hidalgo.tx.us
Bill To Name	Hidalgo County	Ship To Name	Hidalgo County
Bill To	100 E. Cano 4th floor Edinburgh, TX 78541		

Product	Sales Price	Quantity	Discount	Total Price	
Technician Licenses	$468.00	24.00	47.00%	$5,952.96	248.04 ea
Asset Manager - 30% Uplift	$3,369.60	1.00	47.00%	$1,785.89	
Email Parser - 10% Uplift	$1,123.20	1.00	47.00%	$595.30	
LDAP Replicator - 20% Uplift	$2,246.40	1.00	47.00%	$1,190.59	
Remote Assistance - 10% Uplift	$1,123.20	1.00	47.00% 536.57	$595.30	10,119.94
Additional Departments	$2,024.01	3.00		$6,072.03	16,191.97
Non Profit Discount	($4,582.65)			($4,582.65)	

Information

Notes

Technology Dept: $3,780.70

Facility Maintenance Dept: $3,780.70

County Commissioner Pct 4: $2,024.00

Pct 1 Work Order Support: $2,024.01

Contract Start Date	8/1/2012
Contract End Date	7/31/2013

Subtotal	$20,583.78
Total Price	$11,609.41
Grand Total	$11,609.41

Quote Acceptance Signature

Signature_____

Name_____

Title_____

Matilde Faz

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Thursday, September 13, 2012 3:57 PM
To: 'Matilde Faz'
Cc: 'Lee Peña'; 'Martha Salazar'; 'Darlene Betancourt'
Subject: FW: bigWebApps HelpDesk - Renewal
Attachments: Hidalgo County - Renewal 12-13.pdf

Importance: High

Maty,

Please read below as to how the Vendor explains the breakdown. Let me know if this good.

Regards,
Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 **Ext.** 6017
f. 956.318.2152
Hidalgo County, Texas

From: Mike Clements - bigWebApps [mailto:mike.clements@bigwebapps.com]
Sent: Thursday, September 13, 2012 3:45 PM
To: Edna Kirby
Cc: 'Lee Peña'
Subject: RE: bigWebApps HelpDesk - Renewal
Importance: High

Edna,

The way our licensing and add departments works is that we license you for 1 instance of the HelpDesk ($5,537.38) and then allow you to add multiple instance of the HelpDesk at a discounted rate ($2,024.01 per instance). The contract should read as such:

1st Department: $5,537.38
2nd Department: $2,024.01
3rd Department: $2,024.01
4th Department: $2,024.01

Total: $11,609.41

In the "Notes" section we combined the 1st instance of the HelpDesk (Technology Dept) and the 2nd instance of the HelpDesk (Facility Maintenance Dept) and split the cost evenly between the two departments (($5,537.38 + $2,024.01) / 2 = $3,780.70). However, this is merely a suggestion as I believe this is how the cost was split when the contract was done initially. Let me know if you have any questions on this.

Thanks,

Mike Clements
Phone: 866.996.1200 x 703
mike.clements@bigwebapps.com
bigWebApps

Questeq

Airport Office Park Building 3
420 Rouser Road, Suite LL1
Coraopolis, PA 15108

RE: Hidalgo County Help Desk Software Quote

Attention:
Lee Pena
Hidalgo County
100 E. Cano, 4th Floor
Edinburgh, TX 78541

Description:		Price
bigWebApps HelpDesk	Technician Pricing – 24 Techs ✓	$9,823
Email Parser ✓		
Remote Assistance ✓		
Asset Manager ✓		
Active Directory Replicator ✓		
Multiple Instances (3) ✓		$5,895
Sub-Total		$15,718
Reseller Discount	15%	($2,358)
	Total	**$13,360**

9.09.24.

_____ Date: _____

Rick Letterman
Account Manager
Questeq

_____ Date: _____

Lee Pena
Hidalgo County

Micajah ITS
2152 Briarwood Bluff
Atlanta GA 30319

micajah

Hidalgo County

Estimate #	2010097
Estimate Date	August 8th, 2012
Estimate Total	**$12,672**

Item	Description	Unit Cost	Quantity	Line Total
Tech License		$240	24 ✓	$5760
Email Parser		$576	1 ✓	$576
Remote Asst		$576	1 ✓	$576
Asset Manager		$1152	1 ✓	$1152
Active Directory		$1152	1 ✓	$1152
Multi Dept		$1152	3 ✓	$3 456

Estimate Total	**$12,672**

Terms

All design agreements require 1/3 down payment and the balance due 30 days from receipt of initial payment or launch date, which ever comes first.

Matilde Faz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 13, 2012 11:17 AM
To: 'Matilde Faz'
Subject: FW: bigWebApps HelpDesk - Renewal

Importance: High

Proceed with renewal on consent agenda.

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, September 13, 2012 11:00 AM
To: 'Martha Salazar'
Cc: 'Matilde Faz'; 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: RE: bigWebApps HelpDesk - Renewal

Marty,

I have reviewed and approve as to the form of the renewal 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: Thursday, September 13, 2012 10:44 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Matilde Faz'; 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: FW: bigWebApps HelpDesk - Renewal
Importance: High

Ms. Josephine:

SOFTWARE LICENSE SUBSCRIPTION AGREEMENT

LICENSOR: **BIGWEBAPPS, INC.**
PO Box 7010
Atlanta GA 30357-0010

LICENSEE: **Hidalgo County**
2802 S. Bus. Hwy. 281
Edinburg, TX 78539

1. Grant of License.

BigWebApps, Inc. (also referred to herein as "bigWebApps") hereby grants to Licensee, and Licensee accepts from bigWebApps, Inc., a license to use the bigWebDesk Software Program and related documentation (hereinafter the "Licensed Software" or "Software"), in machine-readable source and object code formats, at a single designated CPU, or at a designated number of Workstations, or designated Site(s), as the case may be, subject to and in accordance with the terms, conditions and limitations of this Agreement.

2. Scope of License.

Licensee agrees that it will use the Licensed Software hereunder only in connection with its own normal legal business operations, and it will not, without the express written permission of bigWebApps, Inc., sell, lease, or otherwise provide or make available the Licensed Software to any third party. The Licensed Software and all purchased licenses of the Licensed Software are granted full use to the Licensee and all legal business entities the Licensee owns and operates.

3. Payment Terms.

(a) License Pricing. License pricing will be based on a yearly subscription fees (the "Annual Subscription Fees"). In addition to the foregoing charges, Licensee is not obligated to pay any federal, state, local, and other taxes, fees and assessments imposed in connection with this Agreement.
(b) Term Commitment. The Licensee commits to the quantity of Annual Subscription Fees described in Exhibit A ("Term Commitment").
(c) Invoicing and Payment Terms. Before bigWebApps, Inc. furnishes full rights to the Software, bigWebApps, Inc. will require the Licensee to make an initial payment of the Annual Subscription Fee for the first year of Software License. Thereafter, bigWebApps, Inc. may bill the Licensee annually in two months in advance of contract term for each year of Software Licensing. All payments are due net 30 days from the date of receipt of a bigWebApps invoice. If bigWebApps, Inc. does not receive the full amount of payment within thirty (30) days after the receipt of the invoice, an additional two-point-¬five percent (2.5%) (or to the extent allowable by law) per month will be added to the unpaid balance of the Licensee and shall be immediately due and payable to bigWebApps, Inc. Licensee shall also be liable for any and all attorney and collection fees arising from bigWebApps, Inc.'s efforts to collect any unpaid balance of Licensee's account. Notwithstanding the previous, bigWebApps, Inc.'s remedies for late payments as set out in this Section 3(c) and in Section 5(c) hereof shall be mutually exclusive.

4. License Activation Date.

The License Activation Date shall be the first date of the contract term set out in Exhibit A hereto.

5. Duration and Termination

(a) Duration. Unless terminated earlier as provided elsewhere in this Agreement, bigWebApps, Inc. will continue to provide the Licensed Software and the related services set out in Exhibit A attached hereto for as long as the Licensee continues to pay the Annual Subscription Fee during the contract term defined in Exhibit A ("Term"). In the event that the Licensee continues to license the Software past the Term, Agreement shall automatically renew for another (12) month period, unless written notice of termination of the Agreement is given (30) days prior to Term Commitment or Licensee initiates a renegotiation of the terms of the Agreement with bigWebApps, Inc. During any such automatic extended Agreement period, bigWebApps, Inc., at its option, may bill Licensee at the rates contained in this Agreement or at rates in effect at that time. However, rates are limited to and may not exceed 10% of previous years contract with existing purchased services. Any new additional services will be billed at the current scheduled price.

(b) Voluntary Termination. Effective at any time after the Term Commitment, this Agreement may be terminated by Licensee for any reason upon thirty (30) days' prior written notice. Should Licensee terminate this Agreement before the completion of the Term Commitment for any reason other than material breach of this Agreement by bigWebApps, Inc., Licensee shall be responsible for the payments specified in Section 5(e). bigWebApps may only voluntary terminate this Agreement if a material breach is found as specified in Section 5 (c).

(c) For Breach. Either party may terminate this Agreement if the other party is in material breach of any term of this Agreement and fails to remedy such breach upon thirty (30) days after written notice of such breach by the non-breaching party. Without limiting the generality of the foregoing, failure to make any payment to bigWebApps, Inc. when due is a material breach of this Agreement on the part of Licensee. Should bigWebApps, Inc., as a result of Licensee's material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, Licensee shall be responsible for the payments specified in Section 5(e). Should Licensee, as a result of bigWebApps, Inc.'s material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, bigWebApps, Inc. shall refund to Licensee the pro-rata portion of the Annual Subscription Fee paid which relates to the remaining period of the Term following termination of the Agreement.

In addition to the foregoing, in the event of a breach, each party shall be subject to the provisions of Section 11(b) hereof.

(d) Effect of Termination. Within five (5) days after termination of this Agreement, Licensee shall be blocked from the Licensed Software.

(e) Early Termination Charges. The rates and discounts set forth in this Agreement are based on Licensee's commitment to purchase the Software License for the entire Term Commitment. To compensate bigWebApps, Inc. for any loss related to early termination of the Agreement, and not as a penalty, Licensee -- in the case of its voluntary termination pursuant to Section 5(b) or bigWebApps, Inc.'s termination pursuant to Section 5(c) -- shall pay bigWebApps, Inc. an early termination charge. The early termination charge shall come in effect during the first 90 days of Term Commitment. During this time all fees paid by Licensee for the Term Commitment will be reimbursed to Licensee minus an early termination fee of 25% of such paid fees, with a minimum of $300 of Licensee contract amount. Past 90 days of Term Commitment, all fees paid by Licensee attributable to the remaining portion of the Term Commitment will be reimbursed to Licensee minus an early termination fee of 50% of such paid fees. The reimbursed amount minus early termination charge shall be paid to Licensee within thirty (30) days after written notice of termination.

(f) Other Charges. Nothing in this Agreement shall relieve Licensee from its liability for payment for services rendered by bigWebApps, Inc. prior to the termination of this Agreement, as the case may be.

6. License Not a Sale

This license does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the Licensed Software, all of the same being expressly reserved to and vested in bigWebApps, Inc. Nor

shall Licensee acquire any right or interest in the Licensed Software as a result of any changes to, modifications of or additions to the Licensed Software made by Licensee.

(a) Copyright. bigWebApps Inc. is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Licensed Software is licensed, not sold. All title and copyrights in and to the Software are owned by bigWebApps. All title and intellectual property rights in and to the content which may be accessed through use of the Licensed Software is the property of the Licensee and also may be protected by applicable copyright or other intellectual property laws and treaties.

(b) Intellectual Property Rights. bigWebApps Inc. acknowledges and agrees that any data distributed to bigWebApps Inc. network for processing constitute confidential and proprietary information belonging to Licensee and/or its customers ("Customer Data"), and contain trade secrets and intellectual property protected under United States copyright and other laws and international treaty provisions. bigWebApps agrees not to remove, obscure, or alter any notice of patent, copyright, trademark, trade secret or other proprietary right in the Licensed Software or Customer Data. bigWebApps agrees not to mine, farm, or sell any notice of patent, copyright, trademark, trade secret or other proprietary right in the Licensed Software or Customer Data to any third party. This Agreement does not grant Licensee any rights in connection with any trademarks or service marks of bigWebApps or its customers.

7. Security

Data is stored using Microsoft SQL Server on state-of-the-art Dell file servers. All software and systems are fully compliant with up-to-date patches and are regularly serviced based on Security Updates issued by Microsoft Corporation. The transfer of sensitive data, such as password information, as appropriate, is accomplished over a secure network using MD5 security. Components of the system, where technically feasible, are redundant and fault tolerant for bigWebApps Inc. operations. All hosted data and its hosting facilities of bigWebApps Inc. are protected by an undisclosed security protocol with restricted access requiring authorization authentication.

8. Software Maintenance.

bigWebApps, Inc. shall be obligated to correct errors, or remedy defects in, or to provide modifications or enhancements to the Licensed Software in a timely manner based on the priority ratings set out in Exhibit B hereto. This further includes that the Licensee is entitled to all upgrades, patch fixes, and new available features. (SEE EXHIBIT "B" FOR DEFINTION)

9. User Registration.

Each qualified "user" of the Licensed Software will be assigned a separate registration number by bigWebApps, Inc. Licensee agrees that each registered user account will be used by one person at a time unless given authorization from bigWebApps, Inc. do so otherwise. Licensee agrees that its registered users may not use another registered user's account without the specific consent of that registered user unless given authorization from bigWebApps, Inc. to do so otherwise.

10. Warranties.

For so long as Licensee licenses the Software from bigWebApps, Inc. bigWebApps, Inc warrants that the Licensed Software will substantially conform to its documentation; provided, however, that Licensee keeps its payments to bigWebApps, Inc current.

11. DISCLAIMERS.

(a) DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY. THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER BIGWEBAPPS, INC. NOR ANY SUPPLIER, LICENSOR, EMPLOYEE, AGENT, OR CONTRACTOR MAKES ANY WARRANTY WHATSOEVER REGARDING THE SOFTWARE, ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SOFTWARE, OR ANY RESULTS TO BE OBTAINED THROUGH THE USE THEREOF, AND BIGWEBAPPS, INC. HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ALL SUPPLIERS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: ANY EXPRESS OR IMPLIED WARRANTIES OF: 1)

MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; AND 7) TITLE, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. LICENSEE FURTHER AGREES THAT BIGWEBAPPS, INC. SHALL NOT BE LIABLE TO LICENSEE, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, ERROR, OMISSION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, PUBLIC INTERNET FAILURE BEYOND BIGWEBAPPS, INC. CONTROL, CURRENT LICENSEE HARDWARE AND SOFTWARE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, EXCEPT AS PROVIDED IN SECTION 11(b) HEREOF.

(b) Indemnification. Licensee agrees to indemnify to the extent allowable by law, defend and hold harmless bigWebApps Inc and its affiliated entities, directors, officers and employees (each a "bigWebApps, Inc. Party") from and against any damages, losses, and liabilities incurred by bigWebApps, Inc. to the extent arising out of or relating to (i) Licensee's negligence or willful misconduct, or that of its employees, or (ii) material breach of its obligations set forth in this Agreement, except to the extent such damages, losses or liabilities are caused by the negligence or willful misconduct of any Licensee. Party. bigWebApps, Inc. agrees to indemnify to the extent allowable by law, defend and hold harmless Licensee and its affiliated entities, directors, officers and employees (each a "Licensee Party") from and against any damages, losses, and liabilities incurred by Licensee to the extent arising out of or relating to (i) bigWebApps, Inc.'s negligence or willful misconduct, or that of its employees or agents, or (ii) material breach of its obligations set forth in this Agreement, except to the extent such damages, losses or liabilities are caused by the negligence or willful misconduct of any Licensee Party. Subject to Section 11(c), in no event shall either party be liable to the other for any incidental, special or consequential damages incurred by the other party as a result of the performance or any default in the performance of their respective obligations under this Agreement.

(c) Alternative. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply. In such jurisdictions, each party's liability is limited to the greatest extent permitted by law.

12. Proprietary property of the parties.

(a) Licensee acknowledges that the Licensed Software, including all documentation, all screens and formats used in connection therewith, are the exclusive proprietary property of bigWebApps, Inc., and Licensee shall not publish, disclose, display, provide access to or otherwise make available any Licensed Software or documentation thereof, or any screens, formats, reports or printouts used, provided, produced or supplied from or in connection therewith, to any person or entity other than an employee or agent of Licensee without the prior written consent of, and on terms acceptable to, bigWebApps, Inc., which consent shall not be unreasonably withheld; provided, however, that Licensee may disclose to a governmental or regulatory agency or to customers of Licensee any information expressly prepared for disclosure to such governmental or regulatory agency or to such customer. Except as required by law, Licensee shall not disclose Licensee's use of Licensed Software in any advertising or promotional materials without the prior written consent to such use, and approval of such materials, by bigWebApps, Inc.

(b) Each party acknowledges that, pursuant to this Agreement, it shall have access to information owned by the other party which constitutes highly confidential and/or proprietary information of such other party ("Confidential Information"). Confidential Information includes, but is not limited to, any information of either party related to either party's services, operations, systems (including the Licensed Software), programs, inventions, techniques, customers, prospective customers, trade secrets, and other information of, or relating to, either party's business. ,Each party further acknowledges that the unauthorized disclosure of any part of the Confidential Information by the party accessing the Confidential Information ("Access Party") may result in serious injury to the party that owns the Confidential Information ("Owner Party"). The Access Party shall thus take reasonable precautions to maintain the security and confidentiality of the Confidential Information, which precautions shall not be less stringent than those employed, or that reasonably should be employed, by the Access Party to protect its own most proprietary information.

The parties agree that the term "Confidential Information" does not include information if and to the extent: (i) the information is or becomes generally available or known to the public through no fault of the Access Party; (ii) the information was already known by, or available to, the Access Party on a non-confidential basis prior to the disclosure by the Owner Party; (iii) the information is subsequently disclosed to the Access Party by a third party who is not under any obligation of confidentiality to the Owner Party; (iv) the information is required to be disclosed pursuant to an applicable law or regulation, or a judicial process, government investigation, legal proceeding or other similar process; or (v) the information has already been or is hereafter independently acquired or developed by the Access Party without violating any confidentiality agreement or other similar obligation. If the Access Party is required to disclose the Confidential Information of the Owner Party as part of a judicial process, government investigation, legal proceeding, or other similar process, the Access Party, if it is reasonably possible to do so, shall give such prior written notice to the Owner Party to allow the Owner Party to seek an appropriate protective order or modification of any disclosure.

(c) This License Agreement and the terms hereof are confidential, and no information concerning the same shall be disclosed without written consent of the parties, except as may be necessary to conform to generally accepted accounting principles and/or to comply with applicable laws and regulations.

(d) The obligations of this Paragraph 12 shall survive termination of this Agreement. Each party understands that the unauthorized publication, disclosure or use by the Access Party of any Confidential Information of the Owner Party may cause irreparable harm to the Owner Party for which there is no adequate remedy at law. Each party therefore agrees that in the event of such unauthorized disclosure or use, the Owner Party may, at its discretion and at the Access Party's expense, terminate this Agreement, obtain immediate injunctive relief in a court of competent jurisdiction, or take such other steps provided for in this Agreement as it deems necessary to protect its rights. If the Owner Party, in its reasonable, good faith judgment, determines that there is a material risk of such unauthorized disclosure or use, it may demand immediate assurances, satisfactory to the Owner Party, that there will be no such unauthorized disclosure or use. In the absence of such assurance, the Owner Party may take such steps provided for in this Agreement as it deems necessary and may, in addition, terminate this Agreement, but only after submitting the controversy to mediation pursuant to paragraph 12(a).

13. Dispute Resolution.

(a) Any dispute between the parties arising under or relating to this Agreement that cannot be resolved by the parties themselves shall be submitted to mediation , administered by and conducted in accordance with the Rules of Commercial Mediation of the American Arbitration Association ("AAA"). Any mediation proceeding under this Agreement shall be conducted in Hidalgo County. The Mediation shall be conducted by a mutually acceptable mediator to be chosen by the parties. Neither party may unreasonably withhold consent to the selection of a mediator. However, if the parties are unable to reach an agreement on the selection of the mediator, the AAA will select the mediator. Each party will bear its own costs in the mediation, including attorneys' fees, and one-half the cost of the mediator.

14. General

(a) Waiver of Breach. The fact that one party excuses or overlooks a breach of any provision of this Agreement by the other party does not mean that such party excuses any other breach or waives its right to remedy any other breach by the other party.

(b) Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party or its successor.

(c) Governing Law. This Agreement shall be applied and construed according to the laws of the State of Texas without regard to conflicts of laws provisions thereof. If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees, unless otherwise specified herein.

(e) Jurisdiction. By entering this Agreement, each party agrees to and does hereby submit to the personal jurisdiction of the courts in or for the State of Texas in the event any legal action is commenced by either party or its successor to enforce any rights arising hereunder.
(f) Headings. The headings in this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision hereof.
(g) Entire Agreement. This Agreement, together with all schedules, exhibits and amendments hereto, constitute the entire agreement of the parties and supersede all prior discussion, correspondence and agreements between them with respect to the subject matter hereof. No modifications of this Agreement shall be effective unless the same is in writing and signed by both parties.
(h) Joint and Several Obligations. All Licensee payment obligations shall be made on the basis of joint and several liability for such obligations. Licensee agrees that it has received adequate consideration in connection with the respective obligations hereunder.
(i) Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same Agreement.
(j) Notices. Any notice given under this Agreement shall be given in writing, and sent by hand delivery, facsimile transmission (receipt confirmed), overnight courier that provides confirmation of delivery, or certified mail, return receipt requested, to the applicable party at its stated location of business.

15. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

EXHIBIT A

1. Description of Software:

bigWebDesk is a fully web-based ASP solution. It is designed to support and organize service requests, assets, and resources within an organization's workplace. The application replaces time and resource consuming processes such as paper-based systems, emails, faxes, or phone calls that are currently in place. bigWebDesk is a value added tool that is easily implemented into any existing infrastructure and network. Being web-based, bigWebDesk is OS independent and is compatible with any computer with an Internet connection.

2. Price and terms of Software Subscription

A. Total Annual Fee for Quote 1	$5,594.00
A. Total Annual Fee for Quote 2	$6,713.00

Any fees associated with payment transactions are responsibility of client.

3. Term & Term Commitment

A. Contract Term — The Agreement shall commence on the date of and end on the date of

4. Customer Installation Site

A. Site Address: — Hidalgo County
2802 S. Bus. Hwy 281
Edinburg, TX 78539

EXHIBIT B

SERVICE LEVEL AGREEMENT

1) **Force Majeure.** bigWebApps shall not be liable or deemed to be in default for any delay or failure in performance or interruption of any administration services resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electric power or other utility service, unavailability of any telecommunications service or connection to any telecommunications service, computer, software, backbone or network error outside of bigWebApp's reasonable control, or any other cause beyond bigWebApps reasonable control. Barring any of the above mentioned, or other local, regional or state wide interruption in Internet Service, which may affect bigWebApps and any leased application(s), all leased applications and services available via the Internet shall be fully operative and accessible to client for a period of 99.9% percent of time within a full twelve (12) month calendar year. In the event of system interruption, bigWebApps shall exert every good faith effort to re-install and make service available to client in a timely manner. In the event that bigWebApps is unable to resolve any downtime which is within its control, client shall be refunded a pro rata portion of thirty (30) day billing fee for every hour thereafter until fully operative service is re-instated. Should service interruption result in a less than 99.9% calendar year up-time, client shall reserve the right to cancel service without penalties by providing thirty (30) days written notice to bigWebApps. bigWebApps will not be held liable for any loss of revenues or intangible lost opportunity claims as a result of system failure or downtime.

2) bigWebApps shall use and exert every good faith effort to remedy defects in any application within a time frame based on the service level agreement given in Figure 1. bigWebApps will provide, at a minimum, upgrades to the Licensed Software, on a quarterly basis. In the event of default of this remedy period, the release terms as defined in Section 1, Exhibit B shall be effective.

Figure 1.

Priority	Name	SLA Response	SLA Close
1 (high)	Wide Spread Service Inoperable	0d 0h 30m	0d 2h 0m
2	Localized Service Inoperable	0d 1h 0m	1d 0h 0m
3	New Account Issues	0d 1h 0m	1d 0h 0m
4	Wide Spread Service Impaired	0d 1h 0m	2d 0h 0m
5	Localized Service Impaired	0d 1h 0m	5d 0h 0m
6	General Inquiry	0d 1h 0m	0d 0h 0m
7	Upgrade on Deck	0d 0h 0m	0d 0h 0m
8	Approved Future Enhancement	0d 0h 0m	0d 0h 0m
9 (low)	Suggested Future Enhancement	0d 0h 0m	0d 0h 0m

Priority 1 - Outage in service area affecting many sites and/or machines.
Expected Response time 30 mins Expected Closure time 2 hours

Priority 2 - Outage in service affecting a single location
Expected Response time 1 hour. Expected Closure time 1 day.

Priority 3 – Issues relating to newly acquired accounts
Expected Response time 1 hour. Expected Closure time 1 day.

Priority 4 - Partial outage in service affecting many sites and/or machines.
i.e. Spelling/Grammar errors.
Expected Response time 1 hour. Expected Closure time 2 days.

Priority 5 - An impairment of service effecting a small number of users in which a reasonable work around exists. Critical job activities are operable i.e. Website updates.
Expected Response time 1 hour. Expected Closure time 5 days.

Priority 6 - General information request.
Expected Response time 1 hour. No expected Closure time

Priority 7 - New features suggestions, web site enhancements.
Expected Response time 1 day. No expected Closure time

Priority 8 - Future enhancements that have not yet been approved.
No expected Response time. No Expected Closure time

IN WITNESS WHEREOF we have set our hand as of the date first noted above.

LICENSEE

By: _____

Title: _____

Date: _____

Signature: _____

bigWebApps, Inc.

By: ~~Mike Clements~~ Patricia Clements

Title: bigWebApps Account Manager

Date: May 12, 2010

Signature: _____

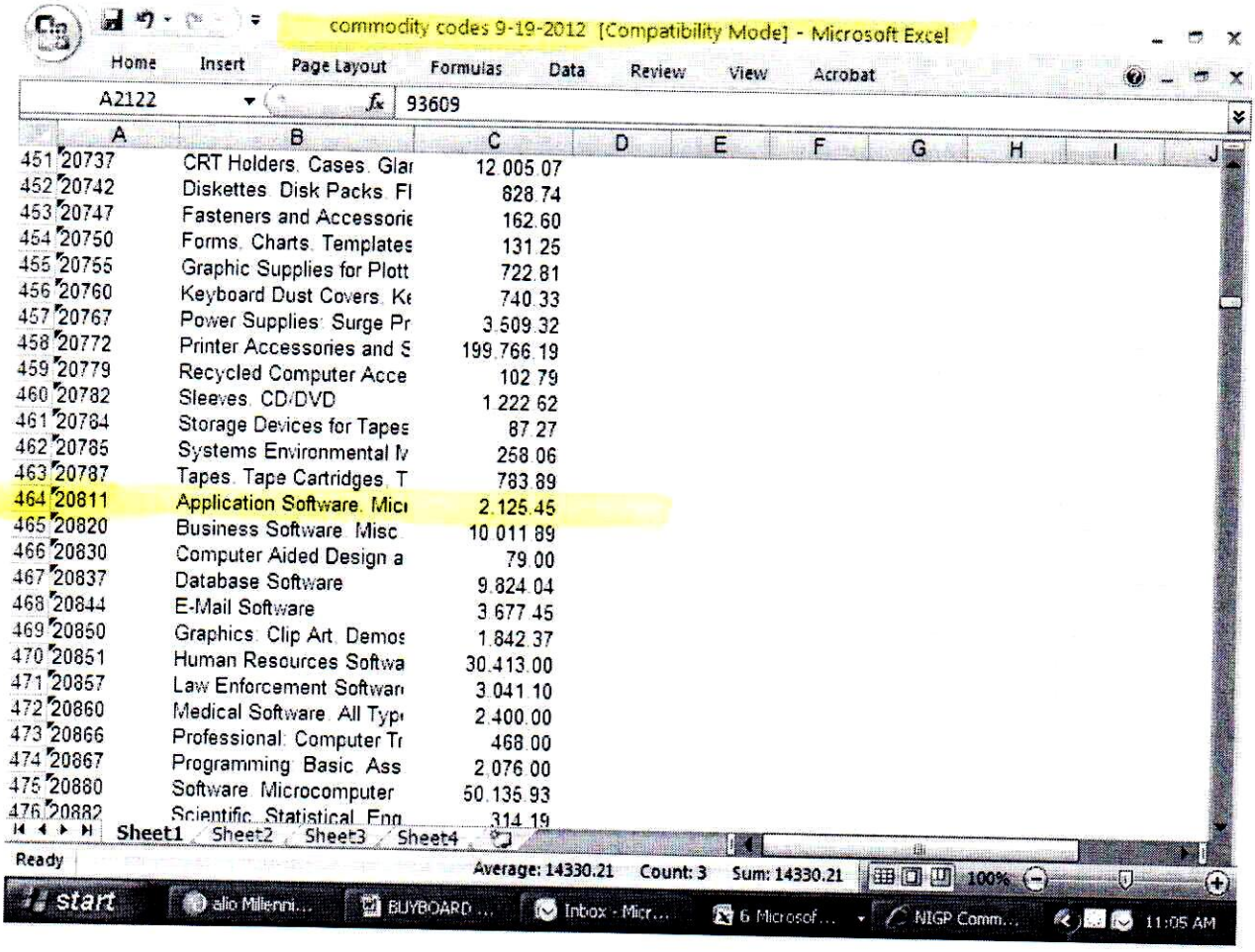
APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
By: Steve L. Crain

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Consent
34183
9/25/12



AI-34149 **13. M.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise a procurement packet (i.e. legal notice, requirements, etc.) for request for proposals :"Turnkey Solution for Digital Middle and High School Credit Recovery and Life Skills Program Services" for Hidalgo County". (RFP No.: 2012-226-00-00-CGA)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 2-1286-421-25-007-002-3-350

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

BUDGETARY IMPACT:

Funds in the amount of $124,027.00 available as of 09/20/2012.

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

PO #679032-Advertising paid by Purchasing Dept.

Attachments

Dept. Scope of Services

Back-up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 11:00 AM
Budget & Management	Merlen P. Munoz	09/20/2012 11:36 AM
Sylvia Solis	Sylvia Solis	09/21/2012 04:57 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Gricelda Villarreal Started On: 09/11/2012 11:12 AM

Final Approval Date: 09/21/2012

(1)

2:W

ESTER CONTRERAS
DISTRICT COURT COORDINATOR

LISA M. KINSEL, CSR
OFFICIAL COURT REPORTER

IDA L. PÉREZ
CRIMINAL CASE COORDINATOR

ALICIA SALINAS
COURT BAILIFF/INTERPRETER

NOÉ GONZALEZ
JUDGE, 370th JUDICIAL DISTRICT OF TEXAS
HIDALGO COUNTY COURTHOUSE
100 N. CLOSNER, 1st FLOOR
EDINBURG, TEXAS 78539
(956) 318-2280

August 20, 2012

Ms. Martha L. Salazar
Purchasing Agent
2802 S. Business Hwy
Edinburg, Texas 78539

RE: Young Adult Re-Energize Project - Juvenile Justice and Delinquency Prevention Allocation to States-Grant Number 2541901

Dear Ms Salazar:

The 370th State District Court has submitted a grant application to the Office of the Governor –Criminal Justice Division- Juvenile Justice Delinquency Prevention Allocation to states fund. My office has been in communication with Lance White, Office of the Governor Criminal Justice Division, Program Manager. During this communication we have finalized a budget for a grant request in the amount of $124,027.00 with no cash match required.

While our grant award has not been obtained, we would like to proceed with the procurement process, utilizing policies from the County of Hidalgo. At this time I would like to request that we proceed with the procurement process "contingent on grant funding". The award letter to the County may be delayed a few additional weeks; however, I would like the procurement process to commence so that we may start the services as soon as our award letter is provided.

Attached please find a scope of work for the services that would need to be provided by contracted vendor.

Should you have any questions please feel free to contact me at 956-318-2280.

Respectfully submitted,

Noe Gonzalez
State District Judge
370th State Judicial District

cc: Lance White, Manager, Juvenile Justice Programs-Office of the Governor, Criminal Justice Division via telefax (512) 4752440

attachment

SCOPE OF WORK

The 370th State District Court is seeking proposals for the following services:

Selected contractor shall recruitment 32 juveniles and/or young adults who have altercations with the law in Hidalgo County and have been assigned high school credit recovery as a condition of probation due to the inability to enroll in the public school system because of expulsion.

Proposer must work closely with the courts to identify referrals, manage participants, as well as provide reports to the court on the progress of each participant.

Proposer must have a license to operate an On-Line Credit Recovery Software which is available to participant via the world wide web and is accredited by SACS. The online credit recovery program must be able to award accredited high school diplomas.

Proposer shall be introduce at minimum nine (9) workshops in the duration of the program for the 32 participants which include topics that will focus on improving self esteem, identifying hidden talent, motivation, as well as educational planning.

RFP NO: 2012-226-00-00-CGA	BUYER III: Gricelda (Cris) Ayala	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County"

October ___, 2012

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **"Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2012-226-00-00-CGA- Turnkey Solutions For Middle And High School Digital Credit Recovery And Life Skills Program Services For Hidalgo County"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, _____, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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: RFP No: 2012-226-00-00-CGA- TURNKEY SOLUTIONS FOR MIDDLE AND HIGH SCHOOL DIGITAL CREDIT RECOVERY AND LIFE SKILLS PROGRAM SERVICES FOR HIDALGO COUNTY".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us BY NO LATER THAN Tuesday, _____ 2012 at 5:00 p.m. Responses will be sent to all applicants by Thursday, _____ 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal 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 proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into

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consideration the relative importance of price and other evaluation factors as herein set forth.

4. 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 proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

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 proposal 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.

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14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation – "**Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

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17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., _____, 2012
Project/Anticipated Award Date: _____, 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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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

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pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer'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. Proposals, 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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by

submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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 proposer 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 and benefits as required by Federal or State law. Successful proposers' 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 proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer 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 proposer shall pay any judgment with costs which may be obtained against

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County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer'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 proposer.

28. Successful proposer 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 Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer 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 proposer 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.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

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REQUEST FOR PROPOSAL

HIDALGO COUNTY
"Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County"

RFP NO: 2012-226-00-00-CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

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EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

REQUEST FOR PROPOSAL

"Turnkey Solutions for Digital Middle and High School Credit Recovery and Life Skills Program Services for Hidalgo County"

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REQUEST FOR PROPOSAL

"Turnkey Solutions for Middle and High School Credit Recovery and Life Skills Program Services for Hidalgo County"

RFP NO: 2012-226-00-00-CGA

OVERVIEW:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "**Turnkey Solutions for Middle and High School Credit Recovery and Life Skills Program Services for Hidalgo County"**. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge and experience with online credit recovery programs. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "**Turnkey Solutions for Middle and High School Credit Recovery and Life Skills Program Services for Hidalgo County**".

Request For Proposals will be accepted until **9:30 A.M., Wednesday, 2012. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2012-226-00-00-CGA

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

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WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, _____ 2012 at 5:00 P.M. at (956) 292-7612 or via email to cris.villarreal@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile or via email by Friday, _____ 2012. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Term" of the contract will be effective upon approval of contract thru June 30, 2013 with Hidalgo County's option to extend for an additional one (1) year contingent to funding of grant.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will

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result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Hidalgo County is soliciting to contract with a company/firm who is experience/qualified to provide a turnkey solution for digital middle and high school credit recovery and life skills program services. Credentials qualifications to perform necessary services must be submitted.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with online credit recovery software program services is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licensed, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract a firm/company that will provide a turnkey solution for recruitment of thirty-two (32) juveniles and/or young adults who have altercations with the law in Hidalgo County. Participants to be referred by courts and have been assigned high school credit recovery and life skills program as a condition of probation due to the inability to enroll in the public school system due to expulsion and other supportive services, including, but not limited to the following:

Phase I:

Proposer must provide a detailed work plan that displays potential locations where referred participants can have on-line access where program participation can engage in digital learning skills.

- Public locations within Hidalgo County may include but not limited to :
  - Community Centers;
  - Public libraries;

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- Local business which provide WiFi access;

PHASE II:
Proposer must provide a minimum of ten (10) workshops in the duration of the program for the 32 participants which include topics that will focus on improving self esteem, identifying hidden talent, motivation as well as educational planning.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a fee proposal based on the scope of services/work requested.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

All costs and expenses associated with the preparation and submission of (bids, proposals, qualifications and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Hidalgo County.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluations and presented to Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department will review, score and evaluate the RFP's received in response to this "Request for Proposals".

(B) After the RFPs have been reviewed, scored and evaluated, a grid will be presented Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County.

1. **QUALIFICATIONS/CREDENTIALS: (40 Points)**
   The firm/participant(s) should provide information related to its Qualifications. The firm/participant(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, etc., and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **COST: (25 points)**
Provide fee that is consistent as requested in scope of services and requirement herein.

3. **EXPERIENCE/STAFFING: (20 points)**
The firm/participant(s) should provide as much background information as to it's experiences in dealing with juvenile programs and court programs. Participant must list all experienced staff who will be assigned to provide educational services, training and workshops for juveniles"

4. **ABILITY TO PROVIDE ALL REQUIRED "SERVICES": (15 points)**
The firm/participant should have the ability to provide all services as described in the RFP as well as a work plan for accommodation to serve a minimum of thirty (32) juveniles.

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan will be reviewed and considered for award. Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Hidalgo County for - "Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

DRAFT

AI-34144 **13. N.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #11324246 as submitted by L&G Consulting Engineers for the provision of Engineering Services for the month of August 2012 in connection with Contract #08-417-12-09-PO#644483 amid Work Authorization #2 in the amount of $30,375.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1342-431-00-121-053-0-841

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

BUDGETARY IMPACT:

PO #644483 for L & G Consulting Engineers, Inc.

Amount available as of 9-21-12	$133,582.26
Less Inv. #11324246	$(30,375.00)
Amount o/s to be paid	$103,207.26

Attachments

Invoice Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/19/2012 04:58 PM
Budget & Management	Merlen P. Munoz	09/20/2012 08:06 AM
Ivan Cantu	Ivan Cantu	09/21/2012 10:56 AM
Auditor's Office	Angela Garcia	09/21/2012 05:08 PM

Form Started By: Vangie Garcia Started On: 09/10/2012 05:05 PM

Final Approval Date: 09/21/2012

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Monday, September 10, 2012 12:04 PM
To: 'Evangelina Garcia'
Subject: Emailing: 09102012100830747
Attachments: 09102012100830747.pdf

see attached invoice #113242246 from L & G Consulting Engineers. Please arrange to place this invoice on the next CC for approval for payment.

Thanks

Your message is ready to be sent with the following file or link attachments:

09102012100830747

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

L &G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 1132424**6**
INVOICE DATE: 8/31/2012

BILL TO:34
Hidalgo County Pct#1
902 Joe Stephens
Weslaco, TX 78596

JOB:090202
FM 493 South WA#2
PO#644483

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2012.						
Note:ROW Map for 105 Parcels with J.E. Saenz & Associates (105 Parcels for 65% to be completed) and Design Surveys (95% to be complete).						
13003-ROW Map	25,745.50	24,458.23		24,458.23	95.0	1,287.27
13030-ROW Map/Sub ($367,500 x 65%)	238,875.00	238,875.00		238,875.00	100.0	
15010-Design Srv/Sub ($58,420 x 95%)	55,500.00	55,500.00		55,500.00	100.0	
TOTALS:	320,120.50	318,833.23	0.00	318,833.23		1,287.27
Note:Supplemental#1 for additional 25 Parcels to ROW Map with Guzman & Munoz (For 100% to be complete)						
13004-ROW Map Mgmt	15,014.00	15,014.00	0.00	15,014.00	100.0	
13020-ROW Map/Sub	40,492.88	32,394.31	4,049.29	36,443.60	90.0	4,049.28
15010-Design Survey/Sub	13,257.12	10,605.70	1,325.71	11,931.41	90.0	1,325.71
09010-Photo & Misc/Sub	8,750.00	8,750.00		8,750.00	100.0	
13041-60% ROW Map (Blue Line)	37,500.00	37,500.00		37,500.00	100.0	
TOTALS:	115,014.00	104,264.01	5,375.00	109,639.01		5,374.99
Note: ROW Map for 105 Parcels with SAM Engineering & Surveying, Inc for 35% to complete ROW Map.						
15010-Design Survey/Sub	131,545.00	10,000.00	25,000.00	35,000.00	26.6	96,545.00
TOTALS:	131,545.00	10,000.00	25,000.00	35,000.00		96,545.00
GRAND TOTALS:	566,679.50	433,097.24	30,375.00	463,472.24	81.8	103,207.26

RECEIVED
SEP 06 2012
HIDALGO COUNTY
COMMISSIONER PCT # 1
JOEL QUINTANILLA

INVOICE RECEIVED BY
_____ on 9-6-12
GOODS/SERVICES RECEIVED BY:
_____ on _____

2-1342-431-00-121-053-0 84/
PO 644483
C-08-417-12-09

ORIGINAL CONTRACT SUM	$	451,665.50
CHANGE BY CHANGE ORDER	$	115,014.00
CONTRACT SUM TO DATE	$	566,679.50
TOTAL COMPLETED TO DATE	$	463,472.24
LESS PREVIOUS INVOICES	$	433,097.24
CURRENT PAYMENT DUE	$	30,375.00

PROJECT MANAGER' SIGNATURE

L&G Engineering
Transportation Consultants

September 3, 2012

Hon. Joel Quintanilla
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, TX 78596

RE: FM 493 South, Work Authorization No. 2
C08-417-12-09, PO# 644483, L&G Job#090202

Dear Commissioner Quintanilla:

Attached for your approval is our invoice for services rendered for the month of August 2012. ROW Map for 105 Parcels with J.E.S. on original contract was completed at 65% and Design Surveys at 95% and his contract was terminated. The following is attached:

- L & G's Invoice
- Sub-consultant Invoice (when applicable)
- Exhibit C "Project Schedule"

Original Contract

TASK		% COMPL
L&G has revised the preliminary "blue-line" map that was submitted and provided them comments. L&G has coordinated the revisions to the map and is overseeing the completion. L&G has provided final guidance for the Map and is awaiting final submittal from the Sub.	L&G	95%
This task has been closed out and the amount reduced originally contracted to J.E. Saenz. J.E. Saenz and Associates completed 65% of the total contracted work and his contract was terminated.	J.E.S.	100%
This task has been closed out and the amount reduced originally contracted to J.E. Saenz. J.E. Saenz and Associates completed 95% of the total contracted work and his contract was terminated.	J.E.S.	100%

Supplemental #1

TASK		% COMPL
L&G has reviewed the map and provided comments and is awaiting final submittal. G&M has submitted a revised ROW map and L&G has provided G&M a final review.	L&G	100%
G&M has provided a final ROW map with filed notes & parcel sketches for review. L&G has finalized the review of their map and have provided final comments. We will be submitting the final map to TxDOT September 7th.	G&M	90%

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

G&M has placed pins in all of the property corners within the take as per TxDOT guidelines and has placed all BM's in the field and provided the survey control sheets for review. L&G has finalized the review of the survey control sheets and will submit them to TxDOT.	G&M	90%
This task is complete.	G&M	100%
This task has been completed and submitted to Guzman & Munoz for his finalization of the ROW Map.	L&G	100%

J.E. Saenz & Associates (J.E.S) replaced with SAM Engineering and Surveying, Inc. (SAMES) to complete 105 Parcel ROW Map

J.E. Saenz and Associates completed 65% of the 105 Parcel ROW Map and SAM Engineering will complete the remaining 35% of the 105 Parcels as approved by Commissioners Court meeting on May 1st, 2012 (See attached). SAMES continues to finalize the map. They have: conducted and verified all of the field research and surveying, for control monumentation required for the existing ROW mapping, conducted the office research for all property ownership, coordinated with L&G and G&M, and have prepared preliminary field notes and parcel sketches. They have also prepared a 75% ROW map.	SAMES	26.6%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Robert Macheska, P.E.
Project Manager
Attachment

SAM Engineering and **S**urveying, Inc.

SAMES

Reg. No. F-10602

200 South Cage Blvd, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX 78540)

August 21, 2012

Robert Macheska, PE, CFM
Project Manager
L&G Engineers
900 Stewart Road, Suite 9
Mission, Texas 78572

Re: Status Report 2
FM 493 Right-of-Way Mapping and Surveying

Mr. Macheska,
Please accept this Status Report 2 for the above-mentioned project, in relation to our scope of work and the progress.

To date we have:

1. All items included within Status Report 1;
2. Prepared a 75% ROW strip map;
3. Prepared approximately 25% of the parcel plats & Legal Description;
4. Located the existing control points, and;
5. Are preparing the formal submittal 1, due (August 27).

Please find attached a partial invoice for work performed to date. As per our discussion, we are submitting a minimal amount of **$25,000.00** pay request (which reflects approximately 26% of the total budget).

Please call me at (956) 702-8880 if you have any questions or would like to discuss this submittal.

Respectfully,

Samuel D. Maldonado, P.E., RPLS
Principal – SAMES, Inc.

S:\Server\SAMES\S...RPS\P...\...\...\

Sames Inc. 2012
200 S. Cage Blvd.
Pharr, TX 78577
Office (956) 702-8880 - Fax (956) 702-8883

SAMES
SAM ENGINEERING & SURVEYING INC.
Reg. No. F-10602

Invoice

Bill To
L & G Engineering Transportation Consultants 2100 W. Expressway 83 Mercedes, Texas 78570

Date	8/21/2012
Invoice #	12-234-1
Job #	Sur 12.078
Terms	Due on receipt

Project Description			Rate	Amount
Sur: Fm 493 Right-of- Away Mapping and Surveying			25,000.00	25,000.00
(a) Research	$13,645.00			
(b) Control Work	$16,645.00			
(c) Right-of-Way	$30,400.00			
(d) Parcels Plats	$31,475.00			
(e) Topography	$21,900.00			
(f) QA/QC	$17,475.00			
Total Contract		$131,545.00		
Paid Up To Date		10,000.00		
Bal.		$121,545.00		

THANK YOU FOR YOUR BUSINESS
AND
THE OPPORTUNITY TO SERVE YOU!

Subtotal	$25,000.00
Sales Tax (8.25%)	$0.00
Total	**$25,000.00**

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017
2100 E. Expressway 83 Suite 5
Mercedes, Texas 78570
Phone: (956) 565-4537
Fax: (956) 565-4634

Invoice

Bill To
L & G Engineering 2100 West Expressway 83 Mercedes, TX 78570

Date	Invoice #
8/14/2012	4878-R

P.O. No.	Terms	Project
P745	Due on receipt	P745

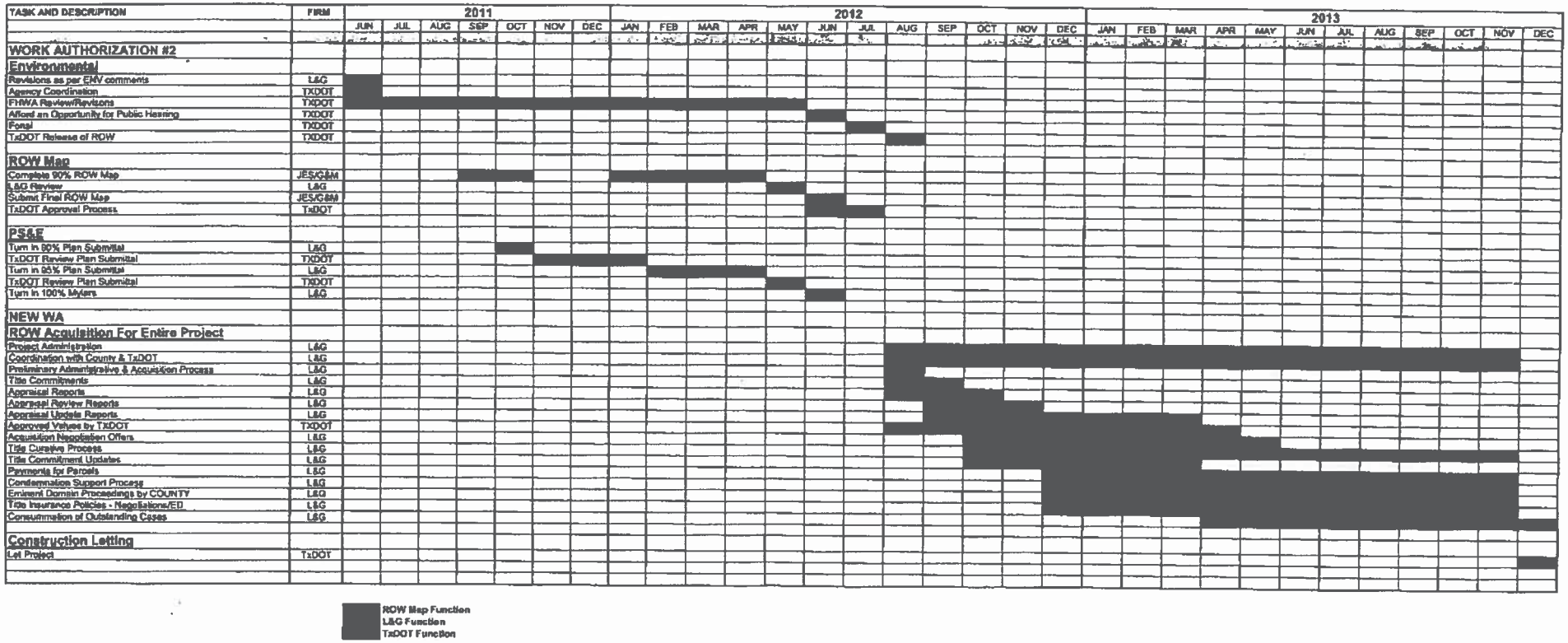
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
	FM 493 South Project (Proposed 25 Parcels) Contract and Work Authorization No. 1								
Surveying	Total Costs for Function Code 130	40,492.88	32,394.31	80.00%	0.1	40,492.88	10.00%	90.00%	4,049.29
Surveying	Total Cost for Function Code 150	13,257.12	10,605.70	80.00%	0.1	13,257.12	10.00%	90.00%	1,325.71
Surveying	Total Cost for Associated with Photos and Misc	8,750.00	8,750.00	100.00%	0	8,750.00	0.00%	100.00%	0.00

Thank you for your business.

Subtotal	$5,375.00
Sales Tax (8.25%)	$0.00
Total	$5,375.00
Payments/Credits	$0.00
Balance Due	$5,375.00

Client: Hidalgo County

EXHIBIT C
WORK SCHEDULE
FM 493 SOUTH
FROM US 281, North to Business 83



10:27 AM7/20/2012

AI-34136 **13. O.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of automatic renewal of Interlocal Agreement between Hidalgo County and City of Mercedes of mutual agreement for the purposes and provision of assisting each other in multiple projects as defined in the agreement and as previously approved on October 18, 2011 including amendments to the agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

AS PER PRECINCT AND AS ORIGINALLY APPROVED-PROJECT WILL BE ON AN AS NEEDED BASIS ON PER PROJECT BASIS AND FUNDING WILL BE IDENTIFIED UNTIL THERE IS A NEED TO UTILIZE THE INTERLOCAL. Possible funding source is R & B.

Attachments

INTERLOCAL DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/19/2012 04:48 PM
Budget & Management	Merlen P. Munoz	09/20/2012 08:03 AM
Ivan Cantu	Ivan Cantu	09/21/2012 10:14 AM
Auditor's Office	Angela Garcia	09/21/2012 05:08 PM

Form Started By: Vangie Garcia Started On: 09/10/2012 11:42 AM

Final Approval Date: 09/21/2012

APPROVED

AI-29083
CC REGULAR
Meeting Date: 10/18/2011

17. B. 2.

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County Precinct One and City Of Mercedes for the provision of assisting each other in multiple projects as defined in the agreement

BACKGROUND

Approved as to form by Legal Counsel

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

AS PER PRECINCT ONE-PROJECT WILL BE ON AN "AS NEEDED BASIS" ON "PER PROJECT BASIS"-NO FUNDING IS REQUIRED AT THIS TIME. FUNDING WILL BE IDENTIFIED UNTIL THERE IS A NEED TO UTILIZE THE INTERLOCAL.

Attachments

interlocal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	10/13/2011 08:43 AM
Budget & Management	Angela Garcia	10/13/2011 09:00 AM
Ivan Cantu	Ivan Cantu	10/13/2011 04:33 PM
Auditor's Office	Monica Badillo	10/14/2011 05:15 PM

Form Started By: Vangie Garcia — Started On: 10/12/2011 01:51 PM

Final Approval Date: 10/14/2011

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN

HIDALGO COUNTY AND CITY OF MERCEDES,TEXAS

THIS Agreement is made on this the 18th day of October, 2011 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and **CITY OF MERCEDES, TEXAS**, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in the State of Texas;

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, City and County desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the 'Work");

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and County's current price of materials. County shall be solely responsible for determining the current rate for its equipment and County's cost of materials. Any request for use by County of City equipment and materials shall be subject to the approval of Commissioner of Precinct No.1 determining that such equipment and materials are not retained by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct No. 1 determining that the County individuals so requested by the City are not required for projects of Precinct No. 1 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at their current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and City's current prices of materials. County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.

4. City shall provide County with man power at the current hourly rates for individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.

5. Prior to County commencing any such City project, City shall escrow the amount of County's estimate for each such City requested project with the Hidalgo County Treasurer (the "Escrow"). Should City deposit such Escrow with the County Treasurer City agrees County may draw from the Escrow the costs of materials, equipment and personnel for such project. County's cost for the use of the equipment and personnel shall be on hourly basis as described in Exhibit A. In the event, the cost of the materials, equipment and personnel for any such project exceeds the amount of the Escrow (the "Excess") for such project, City agrees to make payments of the Excess to County within thirty (30) days of receipt of invoices from County for same. In the event the actual cost of the Project is finally determined to be less than the amount of the Escrow, County agrees to remit such difference to City.

6. The parties agree that any additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.

7. The term of this Agreement shall be for one (1) year with automatic renewals for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party unless terminated pursuant to numbered paragraph 9 of this Agreement.

8. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any on-going Work and before beginning any new Work.

9. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.

10. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

11. **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 their 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 times such conflict exists.

12. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

13. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

14. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication 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 City: City of Mercedes
Attention: City Manager
P. O. Drawer 837
Mercedes, Texas 78570

If to County: Hidalgo County
Attention: Ramon Garcia County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner Joel Quintanilla
1902 Joe Stephens Avenue
Weslaco, Texas 78596

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 United States mail.

16. **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.

17. **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.

18. **Assignment**. This Agreement shall not be assignable.

19. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

20. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

21. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

22. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

23. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MERCEDES

Mayor, Henry Hinojosa

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on 10/18/2011

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: OCTOBER 18, 2011

EXHIBIT A

COSTS

"FEMA'S SCHEDULE OF EQUIPMENT RATES"

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	$51.00
8017	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	hour	$80.00
8040	Ambulance			to 150		hour	$25.50
8041	Ambulance			to 210		hour	$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 8		hour	$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	$29.00
8070	Automobile			to 130	Transporting people.	mile	$0.50
8071	Automobile			to 130	Transporting cargo.	hour	$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	$49.00
8112	Barge, Deck	Size	120'x45'x10'			hour	$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	$8.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$150.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$300.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel	hour	$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	$0.65
8420	Breaker, Pavement			to 70		hour	$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	$19.75
8153	Broom, Pavement, Mnld	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	$13.50
8180	Bus			to 150		hour	$20.00
8181	Bus			to 210		hour	$23.00
8182	Bus			to 300		hour	$27.00
8190	Chain Saw	Bar Length	16 in			hour	$1.75
8191	Chain Saw	Bar Length	25 in			hour	$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	$85.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$21.50
8220	Compactor			to 10		hour	$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	$29.00
8225	Compactor, Sanitation			to 300		hour	$96.00
8226	Compactor, Sanitation			to 400		hour	$163.00
8227	Compactor, Sanitation			to 535		hour	$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		Insulated tank, and circulating spray bar.	hour	$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$25.00
8250	Dozer, Crawler			to 75		hour	$31.00
8251	Dozer, Crawler			to 105		hour	$40.00
8252	Dozer, Crawler			to 160		hour	$65.00
8253	Dozer, Crawler			to 250		hour	$80.00
8254	Dozer, Crawler			to 360		hour	$135.00
8255	Dozer, Crawler			to 565		hour	$250.00
8256	Dozer, Crawler			to 850		hour	$340.00
8260	Dozer, Wheel			to 300		hour	$55.00
8261	Dozer, Wheel			to 400		hour	$110.00
8262	Dozer, Wheel			to 500		hour	$150.00
8263	Dozer, Wheel			to 625		hour	$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$400.00
8240	Feeder, Grizzly			to 35		hour	$17.00
8241	Feeder, Grizzly			to 55		hour	$30.00
8242	Feeder, Grizzly			to 75		hour	$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	$60.00
8316	Generator	Prime Output	280 kW	to 400		hour	$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	$500.00
8755	Golf Cart	Capacity	2 person			hour	$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	$22.00
8401	Loader, Tractor, Wheel			to 81		hour	$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	$15.25
8075	Motorcycle, Police					mile	$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$85.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	$140.00
8436	Pick-up, Asphalt			to 110		hour	$55.00
8437	Pick-up, Asphalt			to 150		hour	$83.00
8438	Pick-up, Asphalt			to 200		hour	$110.00
8439	Pick-up, Asphalt			to 275		hour	$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	$18.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	$18.50
8470	Pump			to 4	Does not include Hoses.	hour	$2.15
8471	Pump			to 6	Does not include Hoses.	hour	$3.20
8472	Pump			to 10	Does not include Hoses.	hour	$4.10
8473	Pump			to 15	Does not include Hoses.	hour	$7.75
8474	Pump			to 25	Does not include Hoses.	hour	$9.25
8475	Pump			to 40	Does not include Hoses.	hour	$16.00
8476	Pump			to 60	Does not include Hoses.	hour	$18.75
8477	Pump			to 95	Does not include Hoses.	hour	$26.50
8478	Pump			to 140	Does not include Hoses.	hour	$31.00
8479	Pump			to 200	Does not include Hoses.	hour	$38.00
8480	Pump			to 275	Does not include Hoses.	hour	$80.00
8481	Pump			to 350	Does not include Hoses.	hour	$95.00
8482	Pump			to 425	Does not include Hoses.	hour	$120.00
8483	Pump			to 500	Does not include Hoses.	hour	$135.00
8484	Pump			to 575	Does not include Hoses.	hour	$155.00
8485	Pump			to 650	Does not include Hoses	hour	$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	$23.00
8513	Saw, Rock			to 100		hour	$30.00
8514	Saw, Rock			to 200		hour	$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	$3.35
8157	Sweeper, Pavement			to 110		hour	$59.00
8158	Sweeper, Pavement			to 230		hour	$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover	hour	$8.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$11.75
8651	Trencher			to 65	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	$55.00
8800	Truck, Pickup				Transporting people.	mile	$0.50
8801	Truck, Pickup		½ ton			hour	$14.00
8802	Truck, Pickup		1 ton			hour	$20.00
8803	Truck, Pickup		1¼ ton			hour	$22.00
8804	Truck, Pickup		1½ ton			hour	$25.00
8805	Truck, Pickup		1¾ ton			hour	$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	$42.00
8620	Tub Grinder			to 440		hour	$85.00
8621	Tub Grinder			to 630		hour	$120.00
8622	Tub Grinder			to 760		hour	$150.00
8623	Tub Grinder			to 1000		hour	$270.00
8753	Vehicle, Recreational			to 10		hour	$3.00
8750	Vehicle, Small			to 30		hour	$7.00
8761	Vibrator, Concrete			to 4		hour	$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$22.00

APPROVED

AI-30739 **17. B. 2.**
CC REGULAR
Meeting Date: 01/31/2012
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of an "Amendment" to Interlocal Agreement #C-11-290-10-18 between City Of Mercedes and County Of Hidalgo to assist each other in multiple projects (previously approved by CC on 10/18/11) to include the revised Exhibit "A"-"Personnel Hourly Rates"; and

b. Acceptance and approval of an Interlocal Cooperation Agreement Project: provision of the "City Of Mercedes Walking Trail-Reconstruction".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** fund 1200 R & B
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Hidalgo County Precinct One will request the City Of Mercedes to deposit an estimated amount of $23,569.83 into an escrow to be setup under Hidalgo County for road materials and hauling expenses and will invoice the City for labor and equipment expenses once the project is completed pursuant to the finalization of project thus allowing the Precinct to have accurate figures in billing for the labor and equipment cost to the City Of Mercedes.

Funding source will be R & B fund. Estimate was developed and provided by Pct. 1.

Attachments

Interlocal Agreement
Amendment
Interlocal Cooperation Agreement Project Document
Precinct's Request
Walking Trail Estimate

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/26/2012 01:35 PM
Budget & Management	Merlen P. Munoz	01/26/2012 02:12 PM
Ivan Cantu	Ivan Cantu	01/27/2012 03:41 PM
Purchasing Department	Marty Salazar	01/26/2012 01:35 PM
Budget & Management	Merlen P. Munoz	01/26/2012 02:12 PM
Ivan Cantu	Ivan Cantu	01/27/2012 03:41 PM
Auditor's Office		

Form Started By: Vangie Garcia Started On: 01/24/2012 03:27 PM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF MERCEDES, TEXAS

This **AMENDMENT** to the INTERLOCAL is made this 31st day of January, 2012 by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **CITY OF MERCEDES, TEXAS,** (the "CITY").

WHEREAS, City and County entered into an Interlocal Agreement dated October 18, 2011 for Hidalgo County and City Of Mercedes to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "work");

WHEREAS, County shall provide City with man power at the current hourly rates for individuals required to complete the work.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to the following amendment to the Agreement:

1. Exhibit "A" under current Interlocal Agreement shall be deleted in its entirety and Exhibit "A" attached hereto shall be substituted in lieu thereof:

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

CITY OF MERCEDES

Mayor, Henry Hinojosa

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 1-31-12

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 01/31/12

EXHIBIT A
PERSONNEL HOURLY RATES

DRIVER/OPERATOR	Hour	RATE
Paver	Hour	$18.99
Motor grader	Hour	$16.43
Pneumatic Roller	Hour	$12.14
Double Drum Roller	Hour	$10.58
Back Hoe	Hour	$12.50
Truck Driver	Hour	$12.50
Maintenance	Hour	$11.64
Bulldozer	Hour	$19.23
Excavator	Hour	$19.23

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project "City Of Mercedes Walking Trail-Reconstruction",(collectively the "Project"); through an Interlocal Cooperation Agreement to be entered into with The City Of Mercedes, Texas and Hidalgo County.

By vote January 31, 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 1/31/12

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 01/31/12

APPROVED

AI-30878 **21. B. 1.**
CC REGULAR
Meeting Date: 02/21/2012
Department Head: Martha Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of an "Amendment" to Interlocal Agreement #C-11-333-12-29 between City Of Edcouch and County Of Hidalgo to assist each other in multiple projects (previously approved by CC on 12/29/11) to include/add Supplemental Exhibit A-"Employees Hourly Rates" and which said action is applicable to the previously CC approved ILAs for the Cities of Mercedes, La Villa, Donna and Progresso.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

This agenda item will have no fiscal impact. The interlocal will be used on an "as needed basis". Funding to be determined once project is identified and there is a need for the interlocal to be used by the Pct and City.

In accordance with article 5 of ICA estimated amount of project as determined by Co. is to be escrowed by City. Actual project costs in excess of estimated amount escrowed are subject to be reimbursed by City to Co.

Attachments

Amendment Document
Interlocal Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/08/2012 01:35 PM
Budget & Management	Merlen P. Munoz	02/08/2012 01:44 PM
Ivan Cantu	Ivan Cantu	02/10/2012 08:48 AM
Auditor's Office	Arcilia Duran	02/16/2012 11:32 AM
Martha Salazar	Marty Salazar	02/17/2012 10:24 AM

Form Started By: Vangie Garcia Started On: 02/01/2012 02:07 PM

Final Approval Date: 02/17/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF MERCEDES, TEXAS

This **AMENDMENT** to the INTERLOCAL AGREEMENT is made this **21st** day of **February, 2012** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **CITY OF MERCEDES, TEXAS,** (the "CITY").

WHEREAS, City and County entered into an Interlocal Agreement dated October 18, 2011 by and between Hidalgo County and City Of Mercedes to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "work");

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to the following amendment to the Agreement:

1. Exhibit "A" under current Interlocal Agreement shall be amended to include Supplemental Exhibit "A" a copy of which is attached hereto.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

CITY OF MERCEDES

Mayor Henry Hinojosa

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
2-21-12 RO

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: **February 21, 2012**

SUPPLEMENTAL EXHIBIT "A"
EMPLOYEES HOURLY RATES

DRIVER/OPERATOR	Hour	RATE
Paver	Hour	$18.99
Motor grader	Hour	$16.43
Pneumatic Roller	Hour	$12.14
Double Drum Roller	Hour	$10.58
Back Hoe	Hour	$12.50
Truck Driver	Hour	$12.50
Maintenance	Hour	$11.64
Bulldozer	Hour	$19.23
Excavator	Hour	$19.23

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 2:07 PM
To: 'Evangelina Garcia'
Subject: FW: Regular AI-30878 Purchasing for Precinct No. 1

Importance: High

WE MAKE ONE GOOD TEAM. LET'S PAT OURSELVES ON THE BACK.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, February 17, 2012 10:48 AM
To: 'Martha Salazar'
Subject: RE: Regular AI-30878 Purchasing for Precinct No. 1

The amendment to the contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 10:22 AM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'
Subject: FW: Regular AI-30878 Purchasing for Precinct No. 1
Importance: High

Mr. Crain:
Please review and comment as to form. The reason we are approaching it this way is that the item can thereafter just be attached to the City's document without any need for further action.
I believe it accomplishes the end result. Hope you agree. It's on next Tuesday's agenda.

Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 10:19 AM
To: 'Martha Salazar'
Subject: RE: Regular AI-30878 Purchasing for Precinct No. 1

Marty:
Attached is the revised amendment.

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, February 17, 2012 9:40 AM
To: 'Arcy Duran'; 'Evangelina Garcia'

AI-34138 **13. P.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

JP. Pct. 3 PL. 2

Requesting authority to enter into a 36-month new copier (capital) lease for a WC7120P copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 through Requisition #222483 for JP Pct. 3 PL 2 in the amount of $233.38/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-066-001-0-780

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

BUDGETARY IMPACT:

Available funds in Requisition #222483 as of 09-21-12.

Services to commence on October 2012.

Attachments

Xerox

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/19/2012 04:51 PM
Budget & Management	Merlen P. Munoz	09/20/2012 08:05 AM
Rosalinda Cantu	Rosie Cantu	09/21/2012 09:21 AM
Auditor's Office	Angela Garcia	09/21/2012 05:08 PM

Form Started By: Tanya Delira Started On: 09/10/2012 02:18 PM

Final Approval Date: 09/21/2012

Requisition

Req # 00222483

PO #

Date: 09/06/12

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: JP PCT 3 , PL 2
730 BREYFOGLE
SUITE A
MISSION TX 78572

Contact: DAISY ZARATE
956-581-2124

Contract No: TCPN 072350500

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		APPROVED THRU C.C. ON 08/2008 FOR 48 MONTH LEASE TCPN 072350500 DO NOT DUPLICATE ORDER		
3.00	MONTH	CO NEW XEROX WORKCENTER 7120P PRICE INCLUDES 5,00 B/W IMPRESSIONS @ $0.0084 EA. AND 1,850 COLOR IMPRESSIONS @ $0.0690 EA. @ $233.38 MNTH. X 3 MONTHS (OCT., NOV., AND DEC. 2012)	233.38	700.14
		Account No	Encumbrance	
		2-1100-412-00-066-001-0-780	700.14	
			Freight	.00
			Total	700.14
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

222483

XEROX 985-L2 LEASE

PRICING

XEROX WORKCENTRE 7120P
20 black / white ppm digital copier
20 color ppm digital copier
Printer with two-520 sheet Tray, 100 Sheet Bypass Tray, DADF, NAT Kit, DADF, 2GB plus 80GB hard drive, Integrated Finisher

Price includes
5,000 B/W impressions
All excess B/W prints at $0.0084 each
1,850 color impressions
All excess Color prints at $0.0690 each

	Monthly Base	Commodity Codes
Equip Description/Qty	$0.0	985-13-24001-4
36 month term	$215.21	985-13-24100-4
Analyst Services	$ 18.17	985-13-24107-9
Total Monthly	$233.38	
Cash Purchase Option	$ 8,401.68	

PRICING INCLUDES TRADE IN SERIAL # FLA019675

xerox

xerox

Portal Home

Equipment

WorkCentre 7120

Product Overview

- Copy, Print, Scan to Email
- 20 pages per minute color, 20 pages per minute black an
- 110-sheet Duplex Automatic Document Feeder
- 520-sheet Paper Tray
- Optional: Network Scan, Scan to/Print from USB, Fax

> View Virtual Demo
> Product Brochure (PDF)
> Detailed Specifications (PDF)
> Customer Expectation Document (PDF)

Configuration Options

Below are the options and accessories available to build your own configuration. Start by choosing from your pricing options for the base r you have selected a choice from all required options you can add the product to your shopping cart.

Base Model

Description	36 Month Lease	48 Month Lease	60 Month Lease	1 I
WorkCentre 7120 Low Volume, Includes 5,000 Mono Pages and 1,850 Color Pages per Month, overage 0.0084 per mono page and 0.0690 per color page (W7120PT_LVZTX)	☑ $ 215.21	○ $ 191.35	○ $ 177.16	○
WorkCentre 7120 Mid Volume, Includes 7,000 Mono Pages and 3,000 Color Pages per Month, overage 0.0084 per mono page and 0.0690 per color page (W7120PT_MVZTX)	○ $ 240.21	○ $ 216.35	○ $ 202.16	○
WorkCentre 7120 High Volume, Includes 10,000 Mono Pages and 4,200 Color Pages per Month, overage 0.0084 per mono page and 0.0690 per color page (W7120PT_HVZTX)	○ $ 271.21	○ $ 247.35	○ $ 233.16	○

Finisher Options - Must Select One

○ Integrated Office Finisher (INTGDFIN_ZTX1) ($ 0.00)
500-sheet Stacking tray, Single-position Stapler (up to 50 sheets).
○ Office Finisher (OFCFNLX_ZTX) ($ 25.75)
Office Finisher

Fax Options - Must Select One

○ No Fax ($ 0.00)
No Fax Included.

○ Single Line - LAN - iFAX Kit (FAX1LN_ZTX) ($ 19.27)
Single Line - LAN - iFAX Kit
○ 3 Line - LAN - iFAX Kit (FAX3LN_ZTX) ($ 40.18)
3 Line - LAN - iFAX Kit

Optional Accessories

☑ Cust Ed/Consulting (CEC_7120_ZTX) ($ 18.17)
Cust Ed/Consulting learn more

Capital Lease Versus Operating Lease Test
2012

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

										1	2	3a	3b	4a	4b	
CC Date	Dept. No.	Installation Date	Serial Number	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
2/14/2012	160		XKP065112	Purchasing	209835	985-L2	2/14/2012	WC7545P	$447.92	N	N	48	60	$21,500.16	$21,500.16	Capital Lease
3/20/2012				Human Services	212267	985-L2	3/20/2012	WC5765T	$366.80	N	N	36	60	$13,204.80	$13,204.80	Capital Lease
3/20/2012	340			Health Dept	208760	985-L2	3/20/2012	WC7775P	$863.45	N	N	48	60	$41,445.60	$41,445.60	Capital Lease
5/8/2012	380			Extention Service	213913	958-L2	5/8/2012	W5755T	$219.78	N	N	36	60	$7,912.08	$7,912.78	Capital Lease
7/25/2012	1247			Law Library	218231	985-L2	7/25/2012	3235i	$173.45	N	N	48	60	$8,325.60	$8,325.60	Capital Lease
8/27/2012	124			Precinct 4	219384	985-L2	8/27/2012	WC5745PT	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
8/28/2012	122			PCT 2 (CRC)	220852	985-L2	8/28/2012	IR-2525	$122.10	N	N	36	60	$4,395.60	$4,395.00	Capital Lease
	294			Constable Pct 4	220976	985-L2	9/4/2012	WC7530P	$227.67	n	n	48	60	$10,928.16	$10,928.16	Capital Lease
9/26/2012	66			J.P. 3 Place 2	222483	985-L2	9/26/2012	WC7120P	$233.38	N	N	36	60	$8,401.68	$8,401.68	Capital Lease
														$0.00		
														$0.00		
														$0.00		
														$0.00		
														$0.00		
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														$0.00		
														$0.00		
														$0.00		

AI-34116 **13. Q.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to close out and cancel project: **"Shoeshine Concession Services"** RFP 2012-153-07-25-YZV due to no participation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Department Directive

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/19/2012 04:40 PM
Budget & Management	Merlen P. Munoz	09/20/2012 08:02 AM
Rosalinda Cantu	Rosie Cantu	09/21/2012 08:49 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Yolanda Velasquez Started On: 09/07/2012 12:59 PM

Final Approval Date: 09/21/2012

From: Jaime Longoria
To: Yolanda Velasquez
Subject: Re: RFP No 2012-153-07-25-YZV "SHOESHINE CONCESSION SERVICES
Date: Wednesday, August 29, 2012 10:25:46 PM

Project is cancelled.

Jaime Longoria

On Aug 29, 2012, at 10:13 AM, "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us> wrote:

>
>
> Good morning Mr. Longoria,
>
>
>
> Please advice on the above mentioned project. Do we proceed to re-advertise
> or is project going to be cancelled?
>
>
>
> I await your response.
>
>
>
> Yolanda Z. Velasquez, Buyer III
>
> Hidalgo County - Purchasing Department
>
> 2802 S. Business Hwy. 281
>
> Edinburg, TX 78539
>
> Tel (956) 318-2626 x 4881
>
> Fax (956) 318-2629
>
> email: yolanda.velasquez@co.hidalgo.tx.us
>
>
>
> "...I can do all things through Christ our Lord who strengthens me..."
> Philippians 4:13
>
>
>
>
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>
>
>
> From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
> Sent: Wednesday, July 25, 2012 1:49 PM

AI-34107 **13. R.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to extend the first year of the two (2)-one (1) year renewal as provided with Texas Land Reclamation under Contract #C-11-186-08-22 for the provision of the "Tire Disposal-Hidalgo County" under the same rates, terms and conditions with effective date of October October 6, 2012 and ending on October 5, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Other county depts aside from precincts would be allowed to utilize services. Purchases are on an as needed basis therefore funding would be identified at time of use of contracted vendor. Obj. Cod 421.

Available balances as of 09/07/12:

2-1100-432-00-121-001-0-421 Available funds: $0.00 in account & $19,575.00 in p.o. no. 669291.

2-1100-432-00-122-001-0-421 Available funds: $62.37 in account & $12,285.00 in po no. 669998.

2-1100-432-00-123-001-0-421 Available funds: $4,885.00 in account & 0.00 in p.o.'s.

2-1100-432-00-124-001-0-421 Available funds: $1,609.13 in account & $20,850 in po. no.'s 680560, 678860, 677378,
676009, 674565, 673139.

Attachments

Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/17/2012 03:45 PM
Budget & Management	Merlen P. Munoz	09/17/2012 04:12 PM
Rosalinda Cantu	Rosie Cantu	09/18/2012 02:00 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Vangie Garcia Started On: 09/06/2012 04:58 PM

Final Approval Date: 09/21/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 6, 2012

Texas Land Reclamation LLD
d/b/a UTW Tire Collection Services
Attn: Servando De La Garza
P.O. Box 450692
Laredo, Texas 78045

Via Certified Mail: 7011-2000-0001-9786-7409

Re: C-11-186-08-22-Tire Disposal-Hidalgo County

Dear Mr. De La Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to extend a one (1) year of two (2)-one (1) year renewal 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 25, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **9:00 a.m., Monday, September 10, 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: 9-10-2012

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-186-08-22

THIS CONTRACT is made and entered into this **22nd Day** of **August, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Texas Land Reclamation** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"TIRE DISPOSAL"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **October 6, 2011,** and ending on **October 5, 2012.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. Company is permitted to subcontract with UTW Transportation, LLC ("the Subcontractor") for the sole purpose of hauling of tires to Company's facility provided Subcontractor agrees in writing to comply with all provisions of this Contract and Subcontractor furnishes the insurance required by the County under this Contract naming the County as additional insured.

6. 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.

7. 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.

8. 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.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. 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.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. 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.

13. 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:	Hidalgo County Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Company	**Texas Land Reclamation** **P.O. Box 450692** **Laredo, Texas 78045**

14. 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.

15. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

16. The contract may be terminated without cause upon thirty (30) days written notice by County.

17. 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.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 8-22-11

COMPANY: Texas Land Reclamation

By:_____

Printed Name: Secundo De La Garza

Title: owner

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: **AUGUST 22, 2011**

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

July 18, 2011

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids - -**"TIRE DISPOSAL SERVICES**
Bid No: 2011-186-08-03-SMA

Dear Prospective Bidders:

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/sma

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
"TIRE DISPOSAL SERVICES"
Bid No: 2011-186-08-03-SMA

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __6__ pages.**
4. **Exhibit "B" Bid Page, consisting of__2__ page.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment consists of __1__ page.**
9. **Draft Service Contract, consisting of __8__ 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, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

July 18, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

"TIRE DISPOSAL SERVICES"

RFB No. 2011-186-08-03-SMA

Bid No: 2011-186-08-03-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"

BID OPENING DATE: August 03, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY –TIRE DISPOSAL SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-186-08-03-SMA- HIDALGO COUNTY- TIRE DISPOSAL SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, 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-2011-186-08-03-SMA-"HIDALGO COUNTY-TIRE DISPOSAL SERVICES".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(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 and Contract Number (if any)
d) Notation - **"HIDALGO COUNTY-TIRE DISPOSAL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Elizabeth Cano
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 who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS
Hidalgo County
"Tire Disposal Services"
Bid No. 2011-186-08-03-SMA

The County of Hidalgo is seeking to enter into a tire disposal contract with a state-registered/approved facility. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Tires Disposal Service as*** specified herein. Bids will be accepted until **9:30 a.m., Wednesday, August 03, 2011. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications governs the pickup, removal, and disposition of waste tires (herein called removal services) on an as needed basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's seven (7) locations identified in Attachment A.

GENERAL:

Vendor shall furnish all materials, equipment, labor /personnel and supplies necessary to execute the specified services.

VENDOR RESPONSIBILITY:

1) Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Natural Resource Conservation Commission (TNRCC) regulations regarding municipal solid waste management.

2) County stockpiles of material shall normally consist of waste tires. The vendor is responsible for removing and disposing/recycling of the waste tires only.

SIZES OF TIRES:

The following are the different sizes of off-road heavy machinery tires used by some of our Precincts. The sizes of tires indicated herein are not all inclusive.

14.0 x 24 - 10 Ply	16.9 x 28 - 6 Ply
17.5 x 25 - 12 Ply	Baled Tires
1400 x 24 -10 Ply	Passenger/Light Truck Tires
20.5 x 25 - 12 Ply	Passenger/Light Truck Tires w/rims
19.5 x 24 - 10 Ply	Medium Truck & Bus/Trailer tires
25-5-25 - 10 Ply	Medium Truck & Bus/Trailer tires w/rims
18.4 x 28 - 12 Ply	Agriculture Tractor/Off Road Equip. Tires
16.9 x 24 - 10 Ply	Agriculture Tractor/Off Road Equip. w/rims

Vendor must contact the respective County departments to obtain all applicable tire sizes and ply information. **Vendor is to provide detailed Tire-Conversion Charts** to Purchasing Department, County Auditor's Office, and participating County departments to assist in calculating the number of

tires being stockpiled and set up schedules to collect them. County may, at its discretion, periodically visit vendor location during normal business hours.

COMPETENCE OF VENDOR:

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract. (Note: TNRCC rules require scrap tire transporters to register operations.) Only persons trained in the performance of duties required by the services identified or necessary under this contract shall be assigned to any project associated with this contract. Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

INSURANCE:

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance required by statute. Additionally, vendor shall produce evidence of insurance within 24 hours to any County department requesting such evidence that plans to use the services of this contract. Refer to Exhibit "C" for specific insurance requirements.

TERMS AND CONDITIONS OF SERVICE:

1) Removal services shall be on an "as needed basis". The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's seven (7) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. Vendor shall complete each service request within two (2) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request For Bids (RFB) *and/or other sites as may be added during the contract period.* County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

2) Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.

3) The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of

receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.

4) Hidalgo County Precincts 1, 2 and 4 and Drainage District No. 1 will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an as-needed basis. Any schedule changes must be approved by the respective County department(s).

    a) Mondays-Precinct No. 1
    b) Wednesdays-Precinct No. 2
    c) Fridays-Precinct No. 4
    d) Tuesdays and Thursdays-as needed-Precinct No. 3 and other County departments.

5) The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

    a) The department(s) may notify your office;
    b) Vendor may check with the respective department(s); or
    c) Vendor's driver(s) can verify the need during their route.

6) Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.

7) Any contract awarded to a successful bidder will be in effect until;

    (A) the contract expires,
    (B) delivery and acceptance of products and/or performance of services ordered, or
    (C) terminated by County with thirty days written notice prior to cancellation.

ESCALATION CLAUSE:
MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price

adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, July 27, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 29, 2011 by 5:00 p.m.

ATTACHMENT A

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County

"Tire Disposal Services"

Bid No. 2011-186-08-03-SMA

Hidalgo County currently has a total of seven (7) Tire Collection sites. The following are the physical directions to said sites:

1) **PRECINCT NO. 1**:

   a) Mercedes - 3 miles South on Mile 1 East off Business 83.
   b) Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; 2 Mile North on Mile 12 West.
   c) Donna - 3 Miles South on F.M. 493 off Business 83; 2 Mile East on Mile 42 West.
   d) Monte Collection Site- – FM 88 & MILE 20 on MILE 5 1/2

2) **PRECINCT- NO. 2**:

   a) 1 Mile East of South Tower Rd. on El Gato Rd.

3) **PRECINCT –NO. 3**:

   a) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; 3 Mile West on Old Military Hwy.

4) **PRECINCT- NO. 4**:

   a) Edinburg - Doolittle Road North of East Richardson Blvd.

EXHIBIT "B"

BID PAGE
Hidalgo County
'Tire Disposal Services"
Bid No. 2011-186-08-03-SMA

TIRE DISPOSAL FEE OR PAYMENT

TIRE SIZE & DESCRIPTION	FEE OR PAYMENT * AMOUNT
Passenger and Light Truck Tires up to 19.5 bead	
Truck Tires from 20" to 24.5" Bead	
Passenger Tires and Light Truck Tires	
Passenger Tires and Light Truck Tires w/rims	
Medium Truck & Bus/Trailer Tires	
Medium Truck & Bus/Trailer Tires w/rims	
Agriculture Tractor/ Off-Road Equip. Tires	
Agriculture Tractor/ Off-Road Equip. w/rims	
Baled Tires (Tire Bales)*	
Collection Receptacles (i.e. roll-offs or trailers)	

*NOTE: Service provider may offer to pay for tire bales process by Hidalgo County Pct. 3

Comments:_____

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

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. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this _____**D**ay of _____, **2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"TIRE DISPOSAL"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, ____ and ending on _____, _____. Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles 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

DRAFT

authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the

parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

DRAFT

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

DRAFT

EXHIBIT "B"
VENDOR'S BID

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Texas Land Reclamation LLC DBA UTW Tire Collection Services

ADDRESS: P.O. BOX 450692

CITY/STATE/ZIP CODE: Laredo, Texas 78045

PHONE & FAX NO'S: office (956) 723-8484 fax (956) 723-9918

CELLULAR NO: (956) 763-8484

E-MAIL ADDRESS: UTW Tire @ Gmail.com

AUTHORIZED SIGNATURE: SDZ

PRINTED NAME: Servando De La Garza

TITLE Owner

EXHIBIT "B"

BID PAGE
Hidalgo County
'Tire Disposal Services"
Bid No. 2011-186-08-03-SMA

TIRE DISPOSAL FEE OR PAYMENT

TIRE SIZE & DESCRIPTION	FEE OR PAYMENT * AMOUNT
Passenger and Light Truck Tires up to 19.5 bead	.65
Truck Tires from 20" to 24.5" Bead	2.75
Passenger Tires and Light Truck Tires	.65
Passenger Tires and Light Truck Tires w/rims	.65
Medium Truck & Bus/Trailer Tires	2.75
Medium Truck & Bus/Trailer Tires w/rims	2.75
Agriculture Tractor/ Off-Road Equip. Tires	7.50
Agriculture Tractor/ Off-Road Equip. w/rims	7.50
Baled Tires (Tire Bales)*	50.00
Collection Receptacles (i.e. roll-offs or trailers)	see attached

OPENED
9:56
8-3-11
Witnessed

*NOTE: Service provider may offer to pay for tire bales process by Hidalgo County Pct. 3

Comments:_____

Roll-Off Containers and Dump Trucks

We will receive your loaded roll-off containers or dump trucks for a flat rate of $5.83 per cubic yard (i.e. $175.00 for a 30 cubic yard container) for scrap tire material delivered by the County of Hidalgo to Texas Land Reclamation, LLC DBA UTW Tire Collection Services yard located at 3005 N. Val Verde Rd. in Donna, TX. Any and all types and sizes of tires would be accepted using this method, with rims or without.

We believe this to be the most efficient and streamlined method of handling the scrap tires generated by the County of Hidalgo. Tires are deposited directly into a 30 yd. container by constituents at any one of the County of Hidalgo collection sites as they are received. The roll-off container load of tires is delivered directly to the scrap tire facility and hydraulically unloaded by the roll-off truck. Scrap tires are then mechanically handled via skid steer loader for processing. This practice is a proven method that reduces work related injuries and workers compensation claims.

Additionally, scrap tires collected and managed in roll-off containers is the most proper and TCEQ compliant practice as opposed to stockpiling tires directly on the ground. Stockpiling scrap tires on the ground present a fire hazard and provide excellent breeding grounds for rats, snakes, mosquitoes and other harmful vectors.

Dry Van Trailers

Option 1: **Texas Land Reclamation, LLC DBA UTW Tire Collection Services would furnish the labor to load the tires into the trailer. We can furnish a 53' dry van trailer as a collection receptacle to any of the County of Hidalgo's scrap tire collection centers for a flat rate of $850.00 per trailer load of mixed scrap tires, with or without rims. UTW will provide all transportation services (trailer switch outs and hauling). On average, the tires in a 53' trailer load weigh approximately 30,000 lbs or 15 tons. The above rate would be the equivalent of paying 2.8 cents per pound.**

Option 2: **The County of Hidalgo would furnish the labor to load the tires into the trailer. We can furnish a 53' dry van trailer as a collection receptacle to any of the County of Hidalgo's scrap tire collection centers for a flat rate of $700.00 per trailer load of mixed scrap tires, with or without rims. UTW will provide all transportation services (trailer switch outs and hauling). On average, the tires in a 53' trailer load weigh approximately 30,000 lbs or 15 tons. The above rate would be the equivalent of paying 2.3 cents per pound.**

***Please note: Given the large volume of 'tires on the rim/wheel' generated by the County of Hidalgo, we believe it is in your best interest not to consider paying for scrap tire disposal on a per pound/ton basis. Rims/wheels are heavy and would negatively impact your rates on a per pound basis.**

EXHIBIT "C"
INSURANCE REQUIREMENTS

CATLIN

COMMON POLICY DECLARATIONS

POLICY NUMBER: 4201200523 **RENEWAL OF** 4201200398

INSURER	UNDERWRITING OFFICE	PRODUCER
Catlin Specialty Insurance Company **160 Greentree Drive** **Suite 101** **Dover, DE 19904**	**4250 North Drinkwater** **Suite 210** **Scottsdale, 85251**	Quirk & Company P O Box 792030 San Antonio TX 782792030

Named Insured: TEXAS LAND RECLAMATION, LLC
DBA UTW TIRE COLLECTION SERVICES
Mailing Address: PO BOX 450692

LAREDO TX 78045-0016

Policy Period: From 07/13/2012 To 07/13/2013 At 12:01 A.M. Standard Time At Your Mailing Address Shown Above.

Business Description RUBBER RECLAIMING AND SHREDDING OF TIRES

☐ Individual ☐ Partnership or Joint Venture ☒ Limited Liability Company
☐ Corporation ☐ Organization (Other than one indicated above)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	$ 2,982.00
GARAGE LIABLITY COVERAGE PART	$
COMMERCIAL INLAND MARINE COVERAGE PART	$
COMMERCIAL PROPERTY COVERAGE PART	$
CRIME COVERAGE PART	$
EQUIPMENT BREAKDOWN COVERAGE PART	$
LIQUOR LIABILITY COVERAGE PART	$
OWNERS/CONTRACTORS PROTECTIVE COVERAGE PART	$
TRIA COVERAGE	$ EXCLUDED
TOTAL PREMIUM	$ 2,982.00
STATE TAX	$ 156.75
POLICY FEE	$ 250.00
INSPECTION FEE	$
STAMPING FEE	$ 1.94
	$
	$
	$
TOTAL ADVANCED PREMIUM:	$ 3,390.69

****SEE ATTACHED TX SURPLUS LINES NOTICE**

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):
Refer to ABAP 302

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned: 07/25/2012 By: _____
(Date) (Authorized Representative)

Retail Producer: GSM INSURORS - ROCKPORT - 90714
PO BOX 1478 - ROCKPORT, TX 78381-1478

DATE ISSUED: 07/25/12 CJ

© ISO Properties, Inc., 2001

CATLIN

COMMERCIAL GENERAL LIABILITY INSURANCE DECLARATIONS

POLICY NUMBER: 4201200523

Named Insured: TEXAS LAND RECLAMATION, LLC
DBA UTW TIRE COLLECTION SERVICES

[X] "X" if Supplemental Declarations is attached.

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products -Completed Operations)	$	2,000,000	
Products -Completed Operations Aggregate Limit	$	2,000,000	
Personal and Advertising Injury Limit	$	1,000,000	
Each Occurrence Limit	$	1,000,000	
Fire Damage Limit	$	100,000	Any One Fire
Medical Expense Limit	$	5,000	Any One Person

Location(s) (Includi ng Zip Code(s)) of All Premises you Own, Rent or Occupy (Enter "Same" if same location as your mailing address):

1) 401 THIESEL RD.	LAREDO	TX 78045
2) 3005 N VAL VERDE	DONNA	TX 78537

PREMIUM

Code Number	Classification	Premium Basis	Exposure	Rate - Premises Rate - Prod / Comp Ops	Advance Premium
58757	Rubber Reclaiming LOC #1 & 2	s	600,000	3.528 .609	$ 2,117 $ 365
99793	Truckers - Products-completed operations are subject to the General Aggregate Limit. LOC #2	p	IF ANY		$ $
99999	BLANKET ADDITIONAL INSURED PER FORM CG2010 (FLAT & FULLY EARNED) PREMIUM IS MINIMUM & DEPOSIT & SUBJECT TO AUDIT	t	1	250.000	$ 250 $

a) Area p) Payroll s) Sales	c) Cost m)Admissions u) Units	t) Each

Total Advance Premium $ 2,982

Forms Applicable
Refer to ABAP 302

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

© ISO Properties, Inc., 2001

POLICY NUMBER: 4201200523

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE INSURED PREMIUM DUE: $250.00 (FLAT & FULLY EARNED)	401 THIESEL RD. LAREDO, TX 78045
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE INSURED PREMIUM DUE: $250.00 (FLAT & FULLY EARNED)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

PROGRESSIVE

Policy number: 07652374-1
Underwritten by:
Progressive County Mutual Ins Co
Insured: TEXAS LAND RECLAMATION
September 8, 2011
Policy Period: Sep 28, 2011 - Sep 28, 2012

TEXAS LAND RECLAMATION
PO BOX 450692
LAREDO, TX 78045

Mailing Address
Progressive County Mutual Ins Co
PO Box 94739
Cleveland, OH 44101

1-800-895-2886
For customer service, 24 hours a day, 7 days a week

Additional insured endorsement

Name of Person or Organization

HIDALGO COUNTY
2812 S BUSHWAY
EDINBURG, TX 78539

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	$1,000,000 each **accident**

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 07652374-1

Issued to (Name of Insured): TEXAS LAND RECLAMATION

Effective date of endorsement: 09/28/2011 Policy expiration date: 09/28/2012

Form 1198 (01/04)

PROGRESSIVE®

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

Policy number: 07652374-1
Underwritten by:
Progressive County Mutual Ins Co
September 7, 2012

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured HIDALGO COUNTY 2812 S BUSHWAY EDINBURG, TX 78539	TEXAS LAND RECLAMATION PO BOX 450692 LAREDO, TX 78045	PROG COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Sep 28, 2011 Policy Expiration Date: Sep 28, 2012

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	$300,000 Combined Single Limit
Uninsured Motorist Property Damage	$300,000 Combined Single Limit w/$250 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

2008 CHEVROLET SILVERADO C1500 3GCEC13J18G107069	
Personal Injury Protection	$25,000
Comprehensive	$500 Ded
Collision	$500 Ded
Rental Reimbursement	$30 Per Day ($900 Max)
1991 DODGE D-250 1B7KE26C7MS367768	
Personal Injury Protection	$25,000
2008 TOYOTA SEQUOIA LIMITED 5TDZY68A18S005183	
Personal Injury Protection	$25,000
Comprehensive	$500 Ded
Collision	$500 Ded
Rental Reimbursement	$30 Per Day ($900 Max)
2011 CHEV SILVERADO K2500 1GC1KXC8XBF113852	
Personal Injury Protection	$25,000
Comprehensive	$500 Ded
Collision	$500 Ded
Rental Reimbursement	$30 Per Day ($900 Max)
2011 CHEV SILVERADO K2500 1GC1KXC86BF143527	
Personal Injury Protection	$25,000

Continued

Comprehensive	$500 Ded
Collision	$500 Ded
Rental Reimbursement	$30 Per Day ($900 Max)

Certificate number

25112MPR374

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

UTWTR-1 OP ID: ML

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/07/12

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
GSM Insurors
GSM Insurors Svcs of So Texas
P. O. Box 1478
Rockport, TX 78381
GSM Insurors/Commercial Lines
361-729-5414
361-729-3817

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Co	22945
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
UTW Transportation, LLC
P.O. Box 450496
Laredo, TX 78045-0016

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A		TSF0001214838	07/13/12	07/13/13	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Texas Land Reclamation LLC
DBA UTW Tire Collection Servic
PO Box 450692
Laredo, TX 78045

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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The ACORD name and logo are registered marks of ACORD

UTWTR-1 OP ID: ML

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/07/12

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 GSM Insurors GSM Insurors Svcs of So Texas P. O. Box 1478 Rockport, TX 78381 GSM Insurors/Commercial Lines 361-729-5414 361-729-3817	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED UTW Transportation, LLC P.O. Box 450496 Laredo, TX 78045-0016	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Texas Mutual Insurance Co — 22945 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001214838	07/13/12	07/13/13	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket waiver of subrogation on workers compensation policy applies subject to written contract.

CERTIFICATE HOLDER

HILDEDI

Hidalgo County
2812 S. Hwy Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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UTWTI-1 OP ID: ML

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/07/12

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 GSM Insurors GSM Insurors Svcs of So Texas P. O. Box 1478 Rockport, TX 78381 GSM Insurors/Commercial Lines	361-729-5414 361-729-3817	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED UTW Tire Collection Services Texas Land Reclamation, LLC db PO Box 450692 Laredo, TX 78045-0016		INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Texas Mutual Insurance Co 22945 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	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		SBP0001213993	07/13/12	07/13/13	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Waiver of Subrogation applies to Workers Compensation policy subject to written contract.

CERTIFICATE HOLDER

HIDAEDI

Hidalgo County
Attn: Purchasing Dept.
2812 S. Hwy Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PROGRESSIVE

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

Policy number: 07516675-2
Underwritten by:
Progressive County Mutual Ins Co
September 7, 2012

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured HIDALGO COUNTY 2812S BUSHWY281 EDINBURG, TX 78539	UTW TRANSPORTATION LLC PO BOX 450496 LAREDO, TX 78045	PROG COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 22, 2012 Policy Expiration Date: Jun 22, 2013

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	$300,000 Combined Single Limit
Uninsured Motorist Property Damage	$300,000 Combined Single Limit w/$250 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

1999 VOLV VVN 4VG7DERF6XN790738	
Personal Injury Protection	$25,000
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
1992 STRATON TRAILER 1DW1A5324NS791716	
1997 WABA TRAILER 1JJV452T8VL429513	
1995 WABASH TRAILER 1JJV532Y3SL238137	
1995 PINE CTL TRAILER 1PNV482N5SGB80615	
1999 NOT KNOWN TRAILER 1JJV532W4XL579505	
1999 NOT KNOWN TRAILER 1JJV532W0XL579551	
1993 NOT KNOWN TRAILER 1S12E9486PE356085	
2005 FRHT COL 1FUJA6CG55LK25767	
Personal Injury Protection	$25,000
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
2000 STRG AT9 2FWYHZYB1YAH06371	
Personal Injury Protection	$25,000
Comprehensive	$1,000 Ded
Collision	$1,000 Ded

Continued

Certificate number

25112MPR675

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

PROGRESSIVE

HIDALGO COUNTY
2812S BUSHWY281
EDINBURG, TX 78539

Policy number: 07516675-2
Underwritten by:
Progressive County Mutual Ins Co
Insured: UTW TRANSPORTATION LLC
June 16, 2012
Policy Period: Jun 22, 2012 - Jun 22, 2013

Mailing Address
Progressive County Mutual Ins Co
PO Box 94739
Cleveland, OH 44101

1-800-895-2886
For customer service, 24 hours a day, 7 days a week

Additional insured endorsement

Name of Person or Organization

HIDALGO COUNTY
2812S BUSHWY281
EDINBURG, TX 78539

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	$1,000,000 each **accident**

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 07516675-2

Issued to (Name of Insured): UTW TRANSPORTATION LLC

Effective date of endorsement: 06/22/2012 Policy expiration date: 06/22/2013

Form 1198 (01/04)

Additional Insured - Lessor (Limited Form Coverage)

Except as specifically modified in this endorsement, all provisions of the Commercial Auto Policy apply.

We agree with **you** that the insurance provided under **your** Commercial Auto Policy is modified as follows:

A. Any **leased auto** designated or described on the **declarations page** will be considered an **insured auto you** own and not an **insured auto you** hire or borrow. With respect to an **insured auto** that is a **leased auto**, the definition of **"insured"** is changed to include as an **insured** the lessor named on the **declarations page**. However, the lessor is an **insured** only with respect to **bodily injury** or **property damage** resulting from the acts or omissions of:

1. **You**;
2. Any of **your** employees or agents; or
3. Any person, except the lessor or any employee or agent of the lessor, operating a **leased auto** with the permission of any of the above.

B. **Loss Payable Clause**

1. **We** will pay **you** and the lessor named on the **declarations page** for **loss** to a **leased auto**, as each party's interest may appear.
2. This insurance covers the interest of the lessor unless the **loss** results from a fraudulent act or ommission on **your** part.
3. If **we** make any payment to the lessor, **we** will obtain the lessor's rights against any other party.

C. **Cancellation**

1. If **we** cancel the policy, **we** will mail notice to the lessor in accordance with the Cancellation and Nonrenewal Endorsement of this policy.
2. If **you** cancel the policy, **we** will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of **your** premiums.

E. **Additional definition**

As used in this endorsement:

"Leased auto" means an **auto** leased to **you** for one year or more, including any substitute or replacement **auto**, under a leasing agreement that requires **you** to provide direct primary insurance for the lessor.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

STOCK COMPANY

COMMERCIAL LINES POLICY

Western World INSURANCE GROUP

POLICY NUMBER: NPP8070916

Prior Policy Number: NPP8038240

[X] WESTERN WORLD INSURANCE COMPANY [ ] TUDOR INSURANCE COMPANY [ ] STRATFORD INSURANCE COMPANY

COMMON POLICY DECLARATIONS

Agent/Broker #00380

Named Insured and Mailing Address:

UTW Transportation, LLC

P.O. Box 450496

Laredo , TX 78045-0016

Producer:

Quirk & Company
PO BOX 792030

San Antonio, TX 78279-2030

Policy Period: (Mo./Day/Yr.)

From: 08/10/2012 To: 08/10/2013 12:01 AM, standard time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	Commercial Property Coverage Part	$ NOT COVERED
	Commercial General Liability Coverage Part	$ 1,978.00
	Commercial Auto Coverage Part	$ NOT COVERED
		$
		$
		$
Other Coverages:	Terrorism Risk Insurance Act	$ NOT COVERED
		$
		$
		$
	TOTAL ADVANCE PREMIUM	$ 1,978.00
	Policy Fee (Fully Earned)	$ 250
	Stamping Fee	$ 1.34
	SL Tax	$ 108.06
		$
		$
		$
	GRAND TOTAL	$ 2,337.40

Forms and endorsements applying to this policy and attached at time of issue:

See Applicable Schedule Of Forms And Endorsements

INSURED

COMMERCIAL LIABILITY COVERAGE PART
DECLARATIONS

Policy Number: NPP8070916

Effective Date: 08/10/2012
12:01 AM, Standard Time

COMMERCIAL GENERAL LIABILITY - LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000	
Products - Completed Operations Aggregate Limit	$ Included †	
Personal and Advertising Injury Limit	$ 2,000,000	Any One Person or Organization
Each Occurrence Limit	$ 2,000,000	
Damage to Premises Rented to You	$ 100,000	Any One Premises
Medical Expense Limit	$ 5,000	Any One Person
Each Professional Incident Limit (if applicable)	$ Not Covered	

† **If the Limit is shown as Included, Products-Completed Operations are subject to the General Aggregate Limit.**

PREMIUM

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
Truckers	99793	p) 41,600	Included	15.599	Included	649.00
Increased Limit Charge $1MM/$2MM Premium	99999	Flat	Included	0.200	Included	779.00
Additional Insureds - PER FORM WW180 (FLAT & FULLY EARNED)	OC004	t) 1 Each Interest		100.000		100.00
Additional Insureds - PER FORM WW180 (FLAT & FULLY EARNED) PREMIUM IS MINIMUM & DEPOSIT & SUBJECT TO AUDIT	OC004	t) 1 Each Interes		100.000		100.00

Total Advance Premium $ 1,978.00

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this coverage part and made part of policy at time of issue:

See Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

This Endorsement Modifies Your Policy
(Effective At Inception Unless Another Date Shown Below)

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The insurance afforded by this policy for "bodily injury," "property damage" and/or "personal and advertising injury" shall also apply to the "additional insured" listed below for claims, suits, and/or damages made against the "additional insured," but only to the extent the "additional insured" is being held responsible for the acts, omissions and/or negligence of the "named insured."

This insurance afforded shall not apply to claims, suits and/or damages arising out of the acts, omissions and/or negligence of the "additional insured(s)."

The inclusion of the "additional insured(s)" shall not operate to increase the Limits of Insurance.

To the extent, if any, that this policy affords coverage to an "additional insured," the "additional insured" is subject to all of the terms of the policy.

Our obligation to provide coverage to an "additional insured" is further limited by the interest of the "additional insured" as defined below.

Interest of the Additional Insured(s) Defined:

PER INSURED CONTRACT

PREMIUM DUE: $100.00 (FLAT & FULLY EARNED)

For the purpose of this endorsement, the "named insured" is the person(s) and/or party(ies) designated on the Declarations Page of the policy or on any endorsement. The "additional insured" is the person(s) and/or party(ies) identified below.

Identity of Additional Insured(s):

HIDALGO COUNTY
2812 S Hwy Bus 281
Edinburg, TX 78539

(Complete this section if endorsement is added after policy is issued.)

Policy Number	Endorsement Number	Endorsement Effective Date

Signature of Authorized Representative	Producer Number

This Endorsement Modifies Your Policy
(Effective At Inception Unless Another Date Shown Below)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY INSURANCE

SCHEDULE

Name of Person or Organization:
Hidalgo County 2812 S Hwy Bus 281 Edinburg, TX 78539 PREMIUM DUE: $150.00 (FLAT & FULLY EARNED)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above and only as respects to the sole negligence of the Named Insured.

This waiver afforded shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of the Person or Organization shown in the Schedule above.

(Complete this section if endorsement is added after policy is issued.)

Policy Number	Endorsement Number	Endorsement Effective Date

Signature of Authorized Representative	Producer Number

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES - AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1.	**Name:** HIDALGO COUNTY
2.	**Address:** 2812 S Hwy Bus 281 Edinburg, TX 78539
3.	**Number of days advance notice:** 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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LAW OFFICES OF DAVID MODISETTE, J.D.

David Gerard Modisette, J.D.

Attorney at Law

September 9, 2011

To: Steven Crain
scrain@atlashall.com

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

Dear Mr. Crain,

I understand that you represent Hidalgo County in approving vendor's contracts. My client, Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services, has asked me to contact you in order to answer any questions you may have. This process does need to be concluded in a timely manner given the deadlines imposed, so please contact me at your earliest convenience.

I believe if you look into your records you will see that we already discussed this matter in June of last year, and you withdrew your prior objections. Given that this was already thoroughly vetted and there is a contract currently in place that is merely being extended, I hope we can clear up this issue quickly.

To reiterate the basic corporate structure, Texas Land Reclamation, LLC owns the required land and permits necessary to operate a tire shredding and LRPUT business. Texas Land Reclamation, LLC shreds the tires, excavates the land, and properly disposes of the shreds into its landfill.

The transportation of the tires to my client's facility is handled by UTW Transportation, LLC. This is the reason why the insurance for the trucks and trailers is in the name of UTW Transportation, LLC. Although legally separate entities, they work together.

For your purposes the bottom line is that Texas Land Reclamation, LLC is the party who contracts to remove and properly dispose of the tires and UTW Transportation, LLC is a subcontractor of my client to handle all transportation of the tires.

Both entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

4203 Gardendale St #205 • San Antonio, Texas 78229 • Phone (210) 614-1114 • Fax (210) 614-1115 • E-mail David@TX-Attorney.Net
Licensed to Practice Law in Texas

Evangelina Garcia

From: Pennie De la Garza [penniedlg@hotmail.com]
Sent: Wednesday, October 05, 2011 3:31 PM
To: Vani Garcia
Subject: FW: UTW Tire

Please see attached email from S. Crain to our attorney

Pennie De La Garza
Texas Land Reclamation, LLC
DBA UTW Tire Collection Services
P.O. Box 450692
Laredo, TX 78045
956-723-8484 office
956-285-9608 cell

CC: penniedlg@hotmail.com
From: iphone@tx-attorney.net
Subject: Re: UTW Tire
Date: Wed, 5 Oct 2011 15:19:22 -0500
To: scrain@atlashall.com

Already did thank you.

Sent from my iPhone

On Oct 5, 2011, at 3:10 PM, "Steve Crain" <scrain@atlashall.com> wrote:

> David: The information looks good. My only request is that is that you send these documents to the Hidalgo County Purchasing Department. Many thanks.
>
> ---
>
> **From:** David@TX-ATTORNEY.NET [mailto:David@TX-ATTORNEY.NET]
> **Sent:** Wednesday, October 05, 2011 2:41 PM
> **To:** scrain@atlashall.com
> **Cc:** penniedlg@hotmail.com
> **Subject:** UTW Tire
>
> See attached letter and requested insurance info. If you could let Hidalgo County know everything is approved today, it would be appreciated.
>
> David Modisette

David Gerard Modisette, J.D.

Attorney at Law

October 5, 2011

To: Steven Crain
scrain@atlashall.com

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

Dear Mr. Crain,

In a follow up to our phone conversation last week, I wanted to thank you for approving my clients continuing contract with Hidalgo County. For your records you requested from me this letter stating that UTW Transportation, LLC is contracted by Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services to transport its tires only. I have also provided a copy of the applicable insurance to complete what we discussed.

In short UTW Transportation, LLC only transports the tires for Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services, and both entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

4203 Gardendale St #205 • San Antonio, Texas 78229 • Phone (210) 614-1114 • Fax (210) 614-1115 • E-mail David@TX-Attorney.Net
Licensed to Practice Law in Texas

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 06, 2011 5:23 PM
To: 'Evangelina Garcia'; 'Jaime Longoria'
Subject: FW: Tire Disposal Contract

Importance: High

WHOOOPPY! READY TO EXECUTE.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, October 06, 2011 5:16 PM
To: 'Martha Salazar'
Subject: RE: Tire Disposal Contract

The form is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 06, 2011 3:09 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'; 'Darlene Betancourt'; 'Jaime Longoria'
Subject: FW: Tire Disposal Contract
Importance: High

Mr. Crain:
We have inserted your recommended language and ask that you review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, October 06, 2011 2:33 PM
To: 'Martha Salazar'
Subject: RE: Tire Disposal Contract

Marty,
Attached is the contract with the revision, please forward to legal for his approval as to form.

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: Thursday, October 06, 2011 10:13 AM
To: 'Evangelina Garcia'
Cc: 'Jaime Longoria'
Subject: FW: Tire Disposal Contract
Importance: High

AI-34109 **13. S.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the option to renew/extend the first of two (2)-one (1) year terms as stipulated and provided in the contract under the same rates, terms and conditions for Software Services for Indigent Health Care System for Hidalgo County with Network Sciences, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-444-00-240-001-0-336

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

BUDGETARY IMPACT:

Funding available through Requisition# 223611 in the amount of $25,050.00 as of 9/24/12 for Network Sciences, Inc.

Attachments

Current Contract

Dept Extension Approval

Memo-Vendor Approval-Ins

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 10:15 AM
Budget & Management	Merlen P. Munoz	09/20/2012 10:28 AM
Manuel Chapa	Manuel Chapa	09/21/2012 09:46 AM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Gricelda Villarreal Started On: 09/07/2012 08:24 AM

Final Approval Date: 09/21/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-200-10-25

THIS CONTRACT is made and entered into this **26th** day of **October**, **2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Network Sciences, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Software Services for Indigent Health Care System for Hidalgo County"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Proposals (RFP) Procurement Packet and Proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County Health and Human Services Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Department Head,** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning **October 26, 2011** and ending on **October 25, 2012** . The County shall have the sole option to extend this Contract for two (2) additional one (1) year term(s). County shall provide the Company a minimum of sixty (60) days notice of its intent to renew this Contract for each additional one (1) year term. County also reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the

County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted quarterly by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 So. Closner, Suite J
Edinburg, Texas 78539

If to Company **Network Sciences, Inc.**
Attn: Abram Gordon
14205 Burnet Road, Ste. 110
Austin, Texas 78728

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 10/25/11 RO

COMPANY:
By:_____
Printed Name: John B. Wise
Title: President

APPROVED AS TO FORM:
District Attorney's Office

By:_____
Josephine Ramirez, Asst. DA

EXHIBIT "A"

- **SPECIFICATIONS/REQUIREMENTS**
- **RFP PROCUREMENT PACKET**

EXHIBIT A

SPECIFICATIONS, REQUIREMENTS, AND SCOPE OF SERVICES

HIDALGO COUNTY

REQUEST FOR PROPOSAL

"SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES"

RFP NO: 2011-200-10-05-CGA

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"Software Services for Indigent Health Care System for Hidalgo County Health and Human Services"
RFP NO: 2011-200-10-05-CGA

Overview:
The objective of this Request for Proposals (RFP) is to obtain proposals from qualified vendors that will provide Hidalgo County with "**Software Services for Indigent Health Care System for Hidalgo County Health and Human Services**" that are comparable or better in nature, quality, design, performance, reliability and maintainability to the specifications as stated herein for the Health and Human Services of Hidalgo County.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Software Services for Indigent Health Care System for Hidalgo County Health and Human Services"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, October 5, 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2011-200-10-05CGA

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at

:**US Postal Mail Address:**	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, **September 28, 2011** at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, **September 30, 2011**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

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 Health and Human Services no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for a **one *(1) year period from date of award of contract***, with the County's option for two (2) additional o***ne (1) Year*** extensions based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Proposer must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The Hidalgo County Health and Human Services Department is requesting sealed proposals on a Indigent Health Care System that can performs pre-screening, appointment scheduling, eligibility and billing functions as mandated by the Texas Health and Safety Code Title II, (C) Chapter 61 Indigent Health Care and Treatment Act. It must include all periodic Legislative Changes as part of the proposal. Participants need to perform a current system Analysis and submit a proposal that can utilize any existing Human Services equipment.

The proposed system must provide a Turn-key Solution that includes all hardware, software and updates, including but not limited to the following:

1. Provide statistics on how many applicants were seen, denied or referred and to what agencies.

ELIGIBILITY:
1. Ability to generate all state required forms automatically from data entered in to the computer system including but not limited to:

- **Form 100:** Application for Health Care Assistance- Ability to input all information from Client data; Ability to print and save form in client files.

- **Form 101:** CIHCP Worksheet- Ability to input all information into the worksheet; Ability to print and save worksheet in client files. Must round down on #18. Total Countable Income Calculation on page 4 (6. Budget Calculation)

- **Form 101A:** Report of Changes-Ability to incorporate and save the form in the case record.

- **Form 102:** Appointment Notice- Ability to input information regarding the client; ability to print and save the form in client file.

- **Form 103:** Request for Information- Ability to input missing information and any other items needed on this form;

- **Form 104:** Health Care Service Record; ability to print and save the form in client file.

- **Form 105:** Monthly Financial Report; - Ability to generate report; ability to print and save report.

- **Form 109:** Notice of Eligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.

- **Form 117:** Notice off Ineligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.

- **Form 128:** Employment Verification Form – Ability to generate, print and save form.

- **Form 149:** Statement of Self-Employment Income- Ability to generate, print and save form.

- **Form 300:** End of Year Report- Ability to generate, print and save form.

- **Form 500:** Request for State Assistance Funds – Ability to generate, print and save form.

2. Provide internet accessible software module for vendors to verify client eligibility status, claim status and prior authorization.
3. Provide a daily report of the clients whose benefits have terminated and automatically generate Form 117 Notice of Ineligibility with the reason for the termination of benefits.
4. Provide statistical reports on the clients served such as number in the household, undocumented, US Citizens, Resident Aliens, male, female, children by age, etc.
5. Provide statistical reports on the workers productivity such as clients seen, time spent with client, no show clients, re-scheduled clients (with explanation), etc.
6. Ability to track what employee worked on the case and track modifications made by each employee.
7. Ability to track the time spent on each case, time arrived, time seen, and time spent with client.
8. Ability to track history of the case.
9. Ability to keep notes for all who worked on the case to view and add to.
10. Ability to scan and save documents associated with the client file.
11. Ability to document, calculate and save all data from prior months, especially prior month income.

12. Ability to track all Special Review cases and the reason for the special review.

APPOINTMENTS:

1. Provide appointment scheduler for 18+ Eligibility Specialist located at 12+ locations.
2. Ability to set appointment time gaps as determined by Human Services Director.
3. Ability to modify appointment schedule at the request of the Human Services Director.
4. Ability for the Human Services Director to view, analyze, and generate reports and statistics on the appointment schedule.
5. Ability to view and modify appointment schedule from any computer by authorized users.
6. Ability to track all modifications made to the appointment schedule.

BILLING:

1. Provide secure internet accessible software module for vendors to verify status of bills submitted for payment.
2. Ability to electronically transmit processed medical, hospital and pharmacy bills to authorized entity for bill payment.
3. Ability to track when clients receive Durable Medical Supplies (DME) and the quantity received.
4. Ability to track when clients receive frames and lenses.
5. Ability to track when clients received an eye exam.
6. Provide analytical and statistical report on types of services and all types of demographics such as city, age, gender, illness type and amount paid per client, etc.
7. Ability to track different reports such as most common CPT code, DRG, physicians, etc.
8. Ability to track which employee processes and modifies the data entered for each invoice.
9. Ability to verify that client is eligible for billed service on the date of service of the bill.
10. Ability to process the following billed services:
    - Advanced practice Nurse
    - Ambulatory Surgical Center
    - Certified Registered Nurse Anesthesia
    - Colostomy Medical Supplies
    - Counseling Services
    - Dental Care
    - Diabetic Supplies & Equipment
    - ER Medical Services
    - Home & Community Health
    - Hospital Inpatient
    - Hospital Outpatient
    - Lab X-Ray Services
    - Physicians
    - Physician Assistant (PA)
    - Vision Care
    - State Contract Hospital
    - Reimbursements
    - Other Services

11. Ability to process Pharmacy bills based on Third Party Administrator approved contract rates.
12. Ability to separate invoices based on year of service for auditing purposes. (Fiscal versus Calendar Year)

13. Ability to calculate DSHS limit of $30,000 and/or 30 – day hospital stay per client and not allow any bills to be processed once the cap has been met.
14. Ability to keep track of clients who are close to $30,0000 fiscal year limit by service date and ability to track hospital days.
15. Ability to track the 3 prescriptions per month per client and not allow any prescriptions to be processed once the cap has been met.
16. Ability to track if claims are not received past 95 days from the date of certification or date of service.
17. Ability to calculate Hidalgo County 6% and 8% GTRL.
18. Ability to calculate and forecast when Hidalgo County will meet and/ or exceed 6% and 8% GTRL.
19. Ability to determine and notify staff if Hidalgo County is processing a duplicate invoice, no matter what medical procedure was originally charged.
20. Ability to enter multiple dates of service per invoice.
21. Ability to maintain and update all CPT and DRG codes on a regular basis.
22. Ability to look up DRG codes using the codes on UBØ4.
23. Ability to use Ambulatory Surgical Codes for payment.
24. Ability to have multiple users seeing notes for a client file.
25. Ability to do a reverse look up for a DRG code if we have a type of service but no DRG code.
26. Ability to generate a rejection form for all rejected claims.
27. Ability to calculate payable amount for anesthesia services using only units.

TRAINING AND TECHNICAL SUPPORT:

1. Provide post implementation training to all Human Services staff at our location
2. Provide annual training as requested by the Human Services director
3. Provide 24 hour/ 7 day technical support and respond to our call within 12 hours
4. Provide modifications to the program as needed to meet the changes needs of the Human Services Department.
5. Provide mandatory change of passwords every 90 days.
6. If software is a hosted solution, a copy of the backup/restore procedures, business continuity plan and disaster recovery plan must be provided.
7. All HIPAA compliance standards must be met and certification letter provided.

OTHER SERVICES (Optional):

1. Ability to access the Texas Medicaid Healthcare Partnership (TMHP) to verify Medicaid eligibility.
2. Ability to flag or notify us when an Appellant client is put on Medicaid regardless if the client is active or not and to provide us with the add date.
3. Ability to notify provider for reimbursements once client has been approved for Medicaid benefits.
4. Ability to create an identification badge for client.
5. Ability to accept secure electronic Billing from vendors (providers).
6. Ability to scan and save documents associated with bill payment in to the vendor (provider) file.

The computer hardware and software that best meets or exceeds the current and future requirements of the Hidalgo County Health and Human Services Department, and which will best provide the supporting tools and services for the Hidalgo County Health and Human Services Department needed to serve the residents of Hidalgo County will be awarded.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, October 5, 2011.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County Health and Human Services will evaluate the proposal(s) utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Capability and Software Performance:** **30 points**
   Company must state the approach and describe the modeling they have done to meet said specifications and/or requirements. Capability in achieving software performance and services required by the County of Hidalgo.

2. **Technical Support and Requirements:** **30 points**
   Ease of communicating with company's technical support and the company's ability to provide all requirements as stated in the proposal.

3. **Ability to commit to all Services Required:** **20 points**

Company should provide as much background information as to similar services to City, County or any other governmental agencies. Company should identify three (3) counties and appropriate contacts for verification of implementation of the system software. Reference information should be as current as possible. Qualified/trained person should be able to diagnose and/or implement software as requested in scope of work.

4. **Maintenance, Training, Support and Service**: **20 points**
In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price, upgrades and services, maintenance and warranty.

Total: 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County Health and Human Services Department will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Health and Human Services Department will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective system will be considered. Emphasis will be placed on capability to perform within the software system as well as meeting the needs of Hidalgo County Health and Human Services. Performance and reliability are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

- **PRICING PROPOSAL** (Section 4)
  - **Vendors' Proposal**

Section 4: Pricing Proposal

Price for Comprehensive Solution with all Required Features as named and explained in specifications of RFP:

Total Solution for a minimum of 30 Concurrent Users with required functionality: **97,800 per year** .

There are no costs for set-up, implementation or training. Price includes 7am – 6pm Level 3 Support; 24/7 support is an additional $5000 per year

Price for Adding Optional Features listed in RFP

1. **Medicaider™ ("Pre-Screener"):** $100 per month per user (estimate 2 users). There is also a $500 - $5,000 1-time fee for adding new programs into Medicaider™, depending on the complexity of the program
2. **Direct and Integrated TMHP Verification:** $200 per month for Hidalgo County (not a per user fee)
3. **Appellant client flag:** $0 - Included in TMHP solution price above
4. **Notify provider for reimbursements once client has been approved.** $0 - Included in TMHP solution price above
5. **ID Badge:** $500 1-time set up fee plus cost of digital camera if Hidalgo County wants client pictures included on the ID Badge.
6. **Ability to record telephone interviews and save for future use:** $0 - There is no cost other than buying the microphone.
7. **Ability to save email correspondence in client file:** $0 - Included in License Fee above
8. **Ability to accept secure electronic billing from vendors (providers):** $15,000/yr.
9. **Ability to scan and save documents associated with bill payment:** $400 per month for Hidalgo County (not a per user fee).

Price for Optional CHASSIS™ Features not listed in RFP

- Encounter Tracking: $30 per month per user
- Data Broker: depends on company selected
- Intake and Referral for Emergency Management: Depends on set-up and configuration chosen by Hidalgo County

From: Abram Gordon
To: Cris Villarreal
Subject: RE: Proposal submitted for Software Services RFP 2011-200-10-05-CGA
Date: Monday, October 24, 2011 10:03:06 AM

Hi Cris,

Yes, $97,800 per year is our best and final offer. However, I would like to note that if the scope of the RFP changed significantly in terms of # of Users the cost could decrease. Also, we are happy to be flexible in terms of billing in order to meet your County purchasing requirements. We currently bill quarterly, but again, if the County would prefer us to bill monthly or annually we would be fine with that.

Please let me know if you need any additional clarification or have any additional questions. Thank you!

Abram Gordon
512-206-6604

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Monday, October 24, 2011 9:04 AM
To: Abram Gordon
Subject: Proposal submitted for Software Services RFP 2011-200-10-05-CGA
Importance: High

Good morning Mr. Gordon,
I need some clarification regarding the proposal submitted for the above reference subject. You submitted an amount of $97,800.00 per year. Would this be your best and final offer? Also, is your billing on a monthly basis or annually and when (date) do you expect payment. Your prompt attention is greatly appreciated.

If you have any questions in regards, please call me direct, at 956-292-7000, Ext. 4867.

Thank you,
Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph: 956-318-2626
Fax: 956-292-7612
email: cris.villarreal@co.hidalgo.tx.us

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05-16-2011

THIS CERTIFICATEIS 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 ADDITIONALINSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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
AUTOMATIC DATA PROCESSING INS AGCY
250717 P:(877)287-1316 F:(888)443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (877)287-1316 FAX (A/C, No): (888)443-611
E-MAIL ADDRESS:
PRODUCER CUSTOMERID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Ins Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NETWORK SCIENCES, INC.
14205 N MO PAC EXPY STE 110
AUSTIN TX 78728

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		76 WEG TS7817	06/20/2011	06/20/2012	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
Hidalgo County Purchasing Dept.
Attn: Dairen Sarmiento
1304 S. 25th St.
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/03/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
CS&S/BBVA COMPASS INS AGY INC.
PO BOX 946580
MAITLAND, FL 32794-6580
Phone - 866-251-0079
Fax - 877-763-5122

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
EMAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Company of Reading, Pennsylvania	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NETWORK SCIENCES, INC
14205 BURNET RD, STE 110
AUSTIN, TX 78728

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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	N	N	2026588353	06/14/2011	06/14/2012	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 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	N	N	2026588353	06/14/2011	06/14/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY(Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	
	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						☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
Attn: Mary Maldonato
100 E Cano Street - 4th floor
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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caa4150

From: Cris Villarreal
To: "Matilde Faz"
Subject: RE: REQUEST FOR EXTENSION FOR NETWORK SCIENCES, INC
Date: Tuesday, August 14, 2012 8:36:00 AM

Thank you Ms. Mati, I am already working on the extension.

Cris

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Monday, August 13, 2012 3:16 PM
To: 'Cris Villarreal '
Subject: FW: REQUEST FOR EXTENSION FOR NETWORK SCIENCES, INC

fyi
☺

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II
Purchasing Department
2802 South Highway 281
Edinburg, Texas 78539
☎ **(956) 318-2626 ext. 4854**
🖷 **(956) 318-2629**
✉**matilde.faz@co.hidalgo.tx.us**

"Life is not about waiting for the storms to pass…it 's about learning how to dance in the rain! "
Always remember to forget the troubles that pass your way: but never forget the blessings that come each day.
I wish you the very best of the New Year and hope that 2012 brings you health and prosperity in the coming year.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Monday, August 13, 2012 1:39 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: matilde.faz@co.hidalgo.tx.us; tanya.delira@co.hidalgo.tx.us; eddie.olivarez@hchd.org
Subject: REQUEST FOR EXTENSION FOR NETWORK SCIENCES, INC

Please accep this as my request to extended C-11-200-10-25 effective 10/25/12 as per page 2 section 3 of the contract. Thank you.

Dairen Sarmiento

CONFIDENTIALITY NOTICE: This email and any files transmitted with it may contain Protected Health Information under the Federal Health Insurance Portability and Accountability Act (HIPAA). If the receiver of this email is a Covered Entity under the

regulations, you are obligated to treat this information accordingly. If this email was sent to you in error, you are prohibited from utilizing or disseminating this email or any attachments. Please immediately delete it from your computer system and notify the sender of their error.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 5, 2012

Network Sciences, Inc.
C/O Abram Gordon
14205 Burnet Road Ste., 110
Austin, Texas 78728

Via email: agordon@netsci.net
Cert. Mail: 7099 3220 0002 9744 7430

Re: C-11-200-10-25
"Software Services for Indigent Health Care System for Hidalgo County"

Dear Mr. Abram:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's first year option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 25, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Wednesday. September 12, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: John B. Wis Date: 9/19/2012

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 Qualifications.)

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2012

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PRODUCER
Keystone Insurance Services, Inc.
P.O. Box 9127
Austin, TX 78766

CONTACT NAME: Nader Mdeway
PHONE (A/C, No, Ext): (512) 257-8000 **FAX (A/C, No):**
E-MAIL ADDRESS: nmdeway@mykeystoneins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	American Casualty Co Of Reading, PA	20427
INSURER B :	Farmington Casualty Company	41483
INSURER C :	Continental Casualty Company	20443
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Network Sciences, Inc.
11044 RESEARCH BLVD #B-210
Austin, TX 78759

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC			B 4034635128	06/14/12	06/14/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			B 4034635128	06/14/12	06/14/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			B 4034635209	06/14/12	06/14/13	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		IFUB-0C33569-5-12	06/20/12	06/20/13	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Business Personal Property			B 4034635128	06/14/12	06/14/13	Replacement Cost as applicable per policy	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the Insured's operations.

CERTIFICATE HOLDER
Hidalgo County Purchasing Dept.
Attn: Graciela Ayala
2812 S. Business Highway 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
Nader Mdeway /Pres.
Keystone Insurance Services, Inc.

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AI-34095 **13. T.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to add/delete additional fuel card(s) and/or driver(s) for:

1. Constable Pct No. 4 - Delete Driver
2. Adult Probation - Fuel Card Drivers
3. Constable Pct No. 1- Fuel Cards

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: see below

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

BUDGETARY IMPACT:

All user departments as responsible for the funding of expenditures related to approved card holders. Please see attached expenditure report for possible funding sources and availability of funds.

Attachments

Constable Pct 4

adult probation

Constables Pct No. 1

exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/17/2012 03:32 PM
Budget & Management	Merlen P. Munoz	09/17/2012 03:48 PM
Rosalinda Cantu		09/18/2012 01:35 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Nielda Cavazos Started On: 09/06/2012 01:25 PM

Final Approval Date: 09/21/2012

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☒ **Delete/Cancel Driver**

Department: Constable Pct 4
Billing Address: 2814 S. Business Highway 281; Edinburg, Texas 78539
Fuel Card Manager: Nayla Muñoz
This person can not have use of the fuel card
Phone Number: (956) 383-8560 **County Email:** nayla.munoz@co.hidalgo.tx.us
Web user Name: **Password:**
Hidalgo Co Acct Number: 2-1100-421-00-294-001-0-626
Requested By: **Joel Rivera**, *Chief Deputy*
Original Signature is required
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: Date Returned/Cancelled:

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	***DBM Use Only*** **License Verification**	***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy**
Raul Eduardo Ayala	179612	179612		

Form F.1.1 Revised: ***Attach separate list if additional users are required***

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Adult Probation
Billing Address:	P.O. Box 970 Edinburg TX 78539
Fuel Card Manager:	Diana G Solis
	This person can not have use of the fuel card
Phone Number:	**956-587-6008** **County Email:** diana.solis@hidalgocountycsed.org
Web user Name:	**Password:**
Hidalgo Co Acct Number:	2-1297-423-00-320-002-2626
Requested By:	Arnold K Patrick September 6, 2012
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No. (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Asset Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
Mary Lou Antone	10/08/1959	142948		
	See attached			

Form F.1.1 Revised: *Attach separate list if additional users are required*

EMPLOYEE	D.O.B.	ID #	LICENSE #	DATE OF TRAINING
ADRIANO, ABRAHAM	2/12//70	107689	08524384	
ALVAREZ, THOMAS	3/28/92	191957	28819362	
AREBELO, AMY	5/23/76	165956	01637432	
ARELLANO, JUAN	11/16/85	175196	02649054	
AVILA, IGNACIO	7/13/81	161071	11656841	
CAMERO, AGUSTINE	6/25/86	165611	12341266	
CORTEZ, MANUEL	7/24/81	141704	15157209	
CRISTOBAL, SONIA	10/21/80	175218	07502458	
CRUZ, CARMELLA	2/6/81	182222	25323737	
CUELLAR, EDUARDO	1/6/73	084417	07682898	
GARCIA, GERARDO	8/11/84	188573	02164612	
GARCIA, REFUGIO	1/23/73	115614	06993737	
GARZA, JUAN LINO	3/10/83	145386	19269259	
GARZA, MARIO	7/16/75	115908	13368069	
GARZA, MOISES	5/31/81	144665	18855128	
GONZALES, GILBERTO	5/20/80	165654	01856077	
GONZALEZ, NOELIA	10/4/64	027804	10535820	
GUAJARDO, JORGE	7/2/65	024414	10819076	
LOPEZ, ANDREA	10/21/76	126586	19198497	
LOPEZ, EDGAR LEAL	9/6/77	090468	17726129	
LUNA, JESSE	6/16/52	101273	07604758	
MACIEL, MAYRA	2/23/88	188476	21057273	
PEREZ, VERONICA REYES	11/1/1975	088544	16527117	
RAMIREZ, FABIAN	1/20/62	070513	10809094	
RAMIREZ, JESSICA	8/2/1977	095796	01128255	
RAMOS, MARTIN	8/16/1967	059587	12285970	
REYES, KEVIN	11/11/1982	153893	19712713	
RODRIGUEZ, RICARDO-SATF	6/17/68	116424	18282226	
ROMERO, JUAN F.	6/18/72	167878	15987981	
ROSALES, ALVA RUBY	11/20/69	064173	05741446	
RUBIO, ALICIA	9/24/67	167347	11107407	
SAUCEDO, JOSE	6/13/57	073158	08615071	
SILVA, JOHN	12/17/1981	152315	19288377	
TREJO, SYLVIA	12/9/57	112887	00446554	
VILLANUEVA, EDUARDO	5/20/1978	128759	03241391	
YANEZ, JESSICA	2/26/86	166847	20767020	
ZAMBRANO, EFRAIN	12/6/80	182214	34043945	

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

X Add Vehicle Card ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County Constable Pct. 1
Billing Address:	1902 Joe Stephens, Ste. 303, Weslaco, TX 78596
Fuel Card Manager:	Juan M. Hernandez
	This person can not have use of the fuel card
Phone Number:	956-447-3775 **County Email** :blanca.sanchez@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	2-1100-421-00-291-001-0
Requested By:	Chief Deputy Blanca I. Sanchez
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
U#110 114-6678	**2012 Chevy Tahoe**	1GNLC2E01CR313980	55737	
U#112 114-6679	**2012 Chevy Tahoe**	1GNLC2E04CR314492	55738	
U#H-4 109-1669	**1997 Blue Bird Bus**	1BAAGC5A6VF071371	56201	
U#H-5 109-1668	**1993 GMC S-10**	1GCC514Z5P0173304	56202	
U#H-6 N/A	**2005 Honda ATV**	1HFTE250754410125	56505	
U#D028 103-4129	**2009 Ford F-150**	1FTRW14829FA35533	48766	

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-421-00-291-001-0-626	CONSTABLE PCT.1-GASOLINE/DIESEL	35,000.00	14,482.90	17,063.30	17,063.30	3,453.80	90.13
2-1100-421-00-294-001-0-626	CONSTABLE PCT.4-GASOLINE/DIESEL	40,945.00	8,708.12	32,136.78	32,136.78	100.10	99.76
2-1100-423-00-320-034-0-626	ALT INCARCERATION PRG-GASOLINE/DIESEL	12,000.00	3,646.23	8,353.77	8,353.77	.00	100.00
2-1297-423-00-320-002-2-626	BASIC SUPERVISION-GASOLINE/DIESEL	8,837.65	5,121.52	3,089.02	3,089.02	627.11	92.90
2-1297-423-00-320-002-3-626	BASIC SUPERVISION-GASOLINE/DIESEL	13,000.00	6,000.00	.00	.00	7,000.00	46.15
2-1297-423-00-320-008-2-626	COMM CORR-FUEL	4,000.00	2,122.98	1,877.02	1,877.02	.00	100.00
2-1297-423-00-320-008-3-626	COMM CORR-GASOLINE/DIESEL	21,000.00	3,000.00	.00	.00	18,000.00	14.29
2-1297-423-00-320-020-2-626	SATF-GASOLINE/DIESEL	12,610.47	342.48	10,854.99	10,854.99	1,413.00	88.80
2-1297-423-00-320-020-3-626	SATF-GASOLINE/DIESEL	15,000.00	14,500.00	.00	.00	500.00	96.67

AI-34355 **13. U.**

CC CONSENT

Meeting Date: 09/25/2012

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the option to renew/extend the following contracts as stipulated and provided in the contracts under the same rates, terms and conditions for the following:

1. E-11-279-10-04-Lease of Office Space in Las Milpas for the WIC Program with Antonio Esparza, M.D., Rentals;
2. C-12-039-04-03-MS-1 Emulsified Asphalt with Performance Grade Asphalt, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: obj. 673 & 731

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

BUDGETARY IMPACT:

Possible funding sources are obj. 673 "R & B R & M Supplies" & 731 "Roads". Contract is on an "as needed basis". This contract is mainly used by the Pcts.

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

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

BUDGETARY IMPACT:

Contract is on an as needed basis. Funding will be identified at the time it is needed.

Attachments

Extension

Performance Grade Asphalt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 04:43 PM
Budget & Management	Merlen P. Munoz	09/21/2012 08:04 AM
Erika Zamora	Erika Zamora	09/21/2012 05:03 PM
Auditor's Office	Angela Garcia	09/21/2012 05:09 PM

Form Started By: Rocio Villarreal Started On: 09/19/2012 04:51 PM

Final Approval Date: 09/21/2012

PURCHASING DEPARTMENT
County Of Hidalgo

September 19, 2012

Antonio Esparza, M.D. Rentals
900 W. Sam Houston, Ste. 1
Pharr, Texas 78577

CERTIFIED MAIL
7099 3220 0002 9744 8178
Via Facsimile (956) 783-9679

Re: E-11-279-10-04-Lease of Office Space in Las Milpas for the WIC Clinic

Dear Dr. Esparza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) Day Grace Period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 25, 2012, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on September 21, 2012 ,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

PURCHASING DEPARTMENT
County Of Hidalgo

September 27, 2011

CERTIFIED MAIL
7099 3220 0002 9745 6470
Via-Facsimile (956) 783-9679

Antonio Esparza, MD, Rentals
Antonio Esparza, D, President-Owner
900 W. Sam Houston, Ste. 1
Pharr, Texas 78577

Re: Extension of Agreement No. C-08-199-09-30-Lease of Office Space in Las Milpas-WIC Clinic

Dear Dr. Esparza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 4, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, September 29, 2011,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: 9-30-11

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).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

America First Insurance
Member of Liberty Mutual Group

AMERICAN ECONOMY INSURANCE COMPANY
SEATTLE, WASHINGTON
ULTRA SELECT POLICY

NAMED INSURED AND MAILING ADDRESS
ANTONIO ESPARZA, M.D. P.A.
BABIES & CHILDREN'S CLINIC
ALAMO CHILDRENS CLINIC
900 W SAM HOUSTON ST STE 1
PHARR, TX 78577

POLICY PERIOD FROM 07-31-11 TO 07-31-12 12:01 AM STANDARD TIME AT LOCATION SHOWN ABOVE.

FORM OF BUSINESS: ASSOCIATION

RENEWAL DECLARATIONS

POLICY NUMBER 02-BP-490318-6
RENEWAL OF 02-BP-490318-5 07-06

JUN 27 2011

AGENT NAME AND ADDRESS
SHEPARD WALTON KING INS GROUP
PO BOX 1830
HARLINGEN, TX 78551

42-24589 (956) 423-8755

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS $29,724.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #618-6267-199-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS RENEWAL SERVES THE SAME PURPOSE AS WRITING A NEW POLICY WITH THE SAME PROVISIONS, CONDITIONS AND INSURING AGREEMENTS. THE POLICY DECLARATIONS EXTENSION WHICH FOLLOWS, LISTS ALL OF THE FORMS THAT APPLY TO YOUR RENEWAL AND THOSE, IF ANY, WHICH NO LONGER APPLY. ONLY NEW OR REVISED FORMS ARE ATTACHED TO THIS RENEWAL. YOU MUST ADD THEM TO YOUR PRIOR POLICY.

PREMISES 001
MORTGAGE HOLDER
LONE STAR NATIONAL BANK
100 W. FERGUSON
PHARR, TX 78577

PREMISES 003
MORTGAGE HOLDER
LONE STAR NATIONAL BANK
100 W. FERGUSON
PHARR, TX 78577

3758

COUNTERSIGNATURE 10/5/2011 (DATE) BY Raul Calvoza III (AUTHORIZED REPRESENTATIVE)

9-BP(11-91)

¢ COMPANY USE ONLY

NORTHEAST 25 (BECLAN) AGENT COPY PREPARED 06-21-11

C-BA-21-PRINT001-0272-0005-V

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A. POLICY NUMBER: 02-BP-490318-6

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS POLICY (CONTINUED FROM PREVIOUS PAGE):

BP8128(0502) EMPLOYMENT PRACTICES LIABILITY

3780

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A. POLICY NUMBER: 02-BP-490318-6

PREMISES 1 BUILDING 1	900 W SAM HOUSTON BLVD PHARR, TX 78577	CONSTRUCTION: OCCUPANCY:	FRAME OFFICE - PHYSICIANS

APPLICABLE TO THESE PREMISES	LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF $ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2%	
BUILDING - REPLACEMENT COST	$ 1,392,000
BUSINESS PERSONAL PROPERTY	$ 139,000
BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE	ACTUAL LOSS SUSTAINED
DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE	$ 1,000,000
EQUIPMENT BREAKDOWN	INCLUDED
OUTDOOR SIGNS (DEDUCTIBLE: $ 250)	$ 45,000
MONEY AND SECURITIES (DEDUCTIBLE: $ 250):	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000
ACCOUNTS RECEIVABLE	$ 25,000
COMMERCIAL FINE ARTS	$ 10,000
VALUABLE PAPERS AND RECORDS	$ 25,000
SEWER OR DRAIN BACK-UP	$ 5,000
ORDINANCE OR LAW	SEE ENDORSEMENT
ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE	$ 150,000
BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES	$ 5,000
ELECTRONIC DATA	$ 25,000

3781

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A. POLICY NUMBER: 02-BP-490318-6

PREMISES 2 BUILDING 1	926 W SAM HOUSTON BLVD PHARR, TX 78577	CONSTRUCTION: JOISTED MASONRY OCCUPANCY: OFFICE - PHYSICIANS

APPLICABLE TO THESE PREMISES	LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF $ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2%	
BUILDING - REPLACEMENT COST	$ 2,335,000
BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE	ACTUAL LOSS SUSTAINED
DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE	$ 1,000,000
EQUIPMENT BREAKDOWN	INCLUDED
OUTDOOR SIGNS (DEDUCTIBLE: $ 250)	$ 7,500
MONEY AND SECURITIES (DEDUCTIBLE: $ 250):	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000
ACCOUNTS RECEIVABLE	$ 25,000
COMMERCIAL FINE ARTS	$ 10,000
VALUABLE PAPERS AND RECORDS	$ 25,000
SEWER OR DRAIN BACK-UP	$ 5,000
ORDINANCE OR LAW	SEE ENDORSEMENT
ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE	$ 150,000
BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES	$ 5,000
ELECTRONIC DATA	$ 25,000

3781X

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A. POLICY NUMBER: 02-BP-490318-6

PREMISES 3 / BUILDING 1	1002 W SAM HOUSTON BLVD PHARR, TX 78577	CONSTRUCTION: MASONRY NON-COMBUSTIBLE OCCUPANCY: OFFICE - PHYSICIANS

APPLICABLE TO THESE PREMISES	LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF $ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2%	
BUILDING - REPLACEMENT COST	$ 1,893,000
BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE	ACTUAL LOSS SUSTAINED
DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE	$ 1,000,000
EQUIPMENT BREAKDOWN	INCLUDED
OUTDOOR SIGNS (DEDUCTIBLE: $ 250)	$ 7,500
MONEY AND SECURITIES (DEDUCTIBLE: $ 250):	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000
ACCOUNTS RECEIVABLE	$ 25,000
COMMERCIAL FINE ARTS	$ 10,000
VALUABLE PAPERS AND RECORDS	$ 25,000
SEWER OR DRAIN BACK-UP	$ 5,000
ORDINANCE OR LAW	SEE ENDORSEMENT
ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE	$ 150,000
BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES	$ 5,000
ELECTRONIC DATA	$ 25,000

3782

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A. POLICY NUMBER: 02-BP-490318-6

PREMISES 4 BUILDING 1	122 N ALAMO RD ALAMO, TX 78516	CONSTRUCTION: MASONRY NON-COMBUSTIBLE OCCUPANCY: OFFICE - PHYSICIANS

APPLICABLE TO THESE PREMISES	LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF $ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2%	
BUILDING - REPLACEMENT COST	$ 473,000
BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE	ACTUAL LOSS SUSTAINED
DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE	$ 1,000,000
EQUIPMENT BREAKDOWN	INCLUDED
OUTDOOR SIGNS (DEDUCTIBLE: $ 250)	$ 7,500
MONEY AND SECURITIES (DEDUCTIBLE: $ 250):	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000
ACCOUNTS RECEIVABLE	$ 25,000
COMMERCIAL FINE ARTS	$ 10,000
VALUABLE PAPERS AND RECORDS	$ 25,000
SEWER OR DRAIN BACK-UP	$ 5,000
ORDINANCE OR LAW	SEE ENDORSEMENT
ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE	$ 150,000
BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES	$ 5,000
ELECTRONIC DATA	$ 25,000

3782X

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A. POLICY NUMBER: 02-BP-490318-6

PREMISES 6 BUILDING 1	615 E UNIVERSITY DR EDINBURG, TX 78539	CONSTRUCTION: OCCUPANCY:	MASONRY NON-COMBUSTIBLE OFFICE - PHYSICIANS

APPLICABLE TO THESE PREMISES	LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF $ 2,500 APPLIES	
FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2%	
BUILDING - REPLACEMENT COST	$ 268,000
BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE	ACTUAL LOSS SUSTAINED
DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE	$ 1,000,000
EQUIPMENT BREAKDOWN	INCLUDED
OUTDOOR SIGNS (DEDUCTIBLE: $ 250)	$ 45,000
MONEY AND SECURITIES (DEDUCTIBLE: $ 250):	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000
ACCOUNTS RECEIVABLE	$ 25,000
COMMERCIAL FINE ARTS	$ 10,000
VALUABLE PAPERS AND RECORDS	$ 25,000
SEWER OR DRAIN BACK-UP	$ 5,000
ORDINANCE OR LAW	SEE ENDORSEMENT
ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE	$ 150,000
BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES	$ 5,000
ELECTRONIC DATA	$ 25,000

3753

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A. POLICY NUMBER: 02-BP-490318-6

PREMISES 7 BUILDING 1	7013 S CAGE BLVD PHARR, TX 78577	CONSTRUCTION: JOISTED MASONRY OCCUPANCY: OFFICE - PHYSICIANS

APPLICABLE TO THESE PREMISES	LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF $ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2%	
BUILDING - REPLACEMENT COST	$ 567,000
BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE	ACTUAL LOSS SUSTAINED
DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE	$ 1,000,000
EQUIPMENT BREAKDOWN	INCLUDED
OUTDOOR SIGNS (DEDUCTIBLE: $ 250)	$ 45,000
MONEY AND SECURITIES (DEDUCTIBLE: $ 250):	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000
ACCOUNTS RECEIVABLE	$ 25,000
COMMERCIAL FINE ARTS	$ 10,000
VALUABLE PAPERS AND RECORDS	$ 25,000
SEWER OR DRAIN BACK-UP	$ 5,000
ORDINANCE OR LAW	SEE ENDORSEMENT
ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE	$ 150,000
BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES	$ 5,000
ELECTRONIC DATA	$ 25,000

3763X

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

APPLICABLE TO ALL PREMISES YOU OWN, RENT OR OCCUPY	LIMITS OF INSURANCE
BUSINESS LIABILITY:	
LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS) AND MEDICAL EXPENSES	$ 1,000,000
MEDICAL EXPENSES (ANY ONE PERSON)	$ 10,000
AGGREGATE LIMITS	$ 2,000,000
EMPLOYEE DISHONESTY (DEDUCTIBLE: NONE)	$ 15,000
FORGERY OR ALTERATION (DEDUCTIBLE NONE)	$ 50,000
EMPLOYMENT PRACTICES (DEDUCTIBLE: NONE):	
EACH INCIDENT LIMIT	$ 10,000
AGGREGATE LIMIT	$ 10,000
RETROACTIVE DATE OF 07/31/06	
IDENTITY RECOVERY COVERAGE EXPENSE REIMBURSEMENT	$ 25,000

PREMIUM FOR CERTIFIED ACTS OF TERRORISM	$ 118.00
TERM PREMIUM	$ 29,606.00
TOTAL TERM PREMIUM	$ 29,724.00

3784

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS POLICY:

BP0003(0106) BUSINESSOWNERS SPECIAL COVERAG
BP7080(0606) ORDINANCE OR LAW COVERAGE
BP0312(0106) WINDSTORM OR HAIL PERCENTA
BP8136(0108) EQUIPMENT BREAKDOWN ENDORSEMEN
BP8206(0606) ID RECOVERY COV FOR DEFINE
BP0159(0808) WATER EXCLUSION ENDORSEMEN
IL7201(0392) COMPANY COMMON POL CONDITIONS
BP8029(0702) AMENDMENT-AGGREGATE LIMITS OF
BP0441(0106) BUSINESS INCOME CHANGES -
BP0119(0106) TX - CHANGES CONDITIONS RE
BP8078(0702) TX CHANGES - CANCEL AND NONREN
BP8128(0502) EMPLOYMENT PRACTICES LIABILITY
BP7076(0606) ULTRA PLUS
BP8151(0105) TX - COMML FINE ARTS COV FORM
9-3819(0698) IRPM FORM B
BP0523(0108) CAP ON LOSSES CERTIFIED ACTS O
SRS566(0111) TX AUTO & LIABILITY SAFETY SVC
BP0601(0107) EXCL OF LOSS DUE TO VIRUS
BP8068(0598) EXCLUSION - ASBESTOS
BP0455(0106) BUSINESS LIAB COV - TENANT
BP0417(0702) EMPLOYMENT RELATED PRACT. EXCL
BP8152(0407) TX CHANGES
BP8140(0602) TEXAS CHANGES

3784X

THE FOLLOWING FORMS NO LONGER APPLY TO THIS COVERAGE:

BP8132(0108) FUNGI OR BACTERIA EXCLUSION

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

MORTGAGE HOLDER
LONE STAR NATIONAL BANK

PREMISES 007 100 W. FERGUSON
PHARR, TX 78577

3766

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-08-199-09-30

THIS LEASE is made and entered into by and between, **Antonio Esparza, M.D. d/b/a Antonio Esparza, MD, Rentals.** of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period beginning **October 19, 2008** and ending on **October 18, 2011**, with an option to extend for one (1) additional year. Lessee also reserves the right to continue this Lease for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **$2,772.00** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 3105 W. University, Edinburg, Texas 78539 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property.

Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on

the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion,

aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of

Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or

in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or

reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate

the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Antonio Esparza, MD, Rentals
Attn: Antonio Esparza, MD
900 W. Sam Houston, Ste. 1
Pharr, Texas 78577

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the

agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority,

civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the 2 day of October, 2008.

LESSOR:

Antonio Esparza, MD, Rentals

By: _____

Printed Name: Antonio Esparza, M.D

Title: President

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSEE:

HIDALGO COUNTY, TEXAS

By: _____
Juan D. Salinas, III, County Judge

Approved on Commissioners' Court September 30, 2008

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"

Legal Description

All of Lots 7, 8, 9 and 10 Block 1, UNIVERSAL ESTATES SUBDIVISION UNIT NO. 1, in Addition to the City of Pharr, Hidalgo County Texas, according to the map recorded in Volume 25, Page 46, Map Records in the Office of the County Clerks of Hidalgo County, Texas, reference to which is here made for all purposes.

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space Las Milpas-WIC Clinic"
BID No.2008-199-09-17-SMA

INSTRUCTIONS TO BIDDERS:
These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, invitation to bid.

- Please review this document in it's entirely. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of the bid package.

SCOPE OF SERVICES: Building should be in good working condition to provide as follows:

SPECIFICATIONS:

1. Said office space shall have the designated rooms or areas for conducting of the following WIC functions:
   - Waiting area, reception area, file room, nutrition education classroom, counseling room, issuance of food cards via computers, computer area, screening room, lab, immunization and lactation rooms, a lounge area and two (2)storage rooms.
   - Said office space must be located in a major thoroughfare in Las Milpas.

2 Building must provide a minimum of 2,000 square feet to a maximum of 3,400 square feet of available tile floor space to perform WIC services. Building be well insulated with an ERA rating of minimum of eleven (11).

3. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

4 Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.

5. The public parking lot must consist of at least twenty (30) parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp

access available from such spaces and (10) parking spaces for staff should be available leading to the building.

6. Bid premises must have water, sewer, and electricity, central air and heating of the entire building including garbage pick up.

7. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.

8. Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control throughout term of this contract and floor maintenance throughout term of this contract/lease.

9. Lessor must provide documented proof that the building is asbestos free.

10. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

11. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

12. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work be made by Lessor and the Lessor's cost and work must be completed 90 days from the date of contract/lease award and execution of the contract/lease or the award will become void/null;

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**.

2. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, (ADA) and 90 days from the date of awarding bid or the award will become void/null. Lessor must provide legal description of the property.

4. Bidder must charge by the square foot for the rental space.

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause:

2.. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to hold bids for a period of sixty (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires
   (b) Delivery and acceptance of products and/or performance of service ordered, or
   (c) Terminated by County with sixty (60) day's written notice prior to cancellation.

7. All cost and expenses associated with the preparation and submission of (bids proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, September 10 ,2008 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, September 12, 2008 @ 5:00 P.M.

EXHIBIT "B"

BID FORM

EXHIBIT "B"

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space in Las Milpas –WIC Clinic "
BID No.: 2008-199-09-17-SMA
BID FORM

Initial three (3) years term with an additional one (1) year-renewal:

Monthly charge for "Lease of Office Space in Las Milpas-WIC Clinic" as requested, but not limited to, in the specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) years term with an additional one-year (1) renewal at the County's option to renew.

Price at $ 0.90¢ **per square foot.**

Proposed Building Total Quantity of 3,080 **sq. ft.**

TOTAL MONTHLY BID PRICE: $ 2,772.00 (two thousand seven hundred seventy two and 0/100 –)

Proposed (address) Location: 7013 S. Caye Ste. F **,Las Milpas**

Zip code 78577

BIDDER/COMPANY NAME: Antonio Esparza, M.D., Rentals

ADDRESS: 900 W. Sam Houston, ste 1

CITY: Pharr STATE: TX ZIP CODE: 78577

PHONE No: 956-783-1000 FAX No. 956-783-9679

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Antonio Esparza, M.D.

TITLE: President - owner

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NO: ANTON-2

DATE (MM/DD/YYYY): 09/24/08

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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
Antonio Esparza, M.D.
900 W. Sam Houston Ste 1
Pharr TX 78577-5232

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Safeco Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	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: [X] POLICY [ ] PRO-JECT [ ] LOC	02BP49031830	07/31/08	07/31/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ INCLUDED
		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	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A		OTHER Property	02BP49031830	07/31/08	07/31/09	Building Contents	1,358,000 129,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
7013 S. Cage, Pharr, TX 78577 (Las Milpas)

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
Marta L. Salazar
2812 S. Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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
SHEPARD WALTON KING INS. GROUP

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-08-199-09-30

THIS LEASE is made and entered into by and between, **Antonio Esparza, M.D. d/b/a Antonio Esparza, MD, Rentals.** of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period beginning **October 19, 2008** and ending on **October 18, 2011**, with an option to extend for one (1) additional year. Lessee also reserves the right to continue this Lease for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **$2,772.00** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 3105 W. University, Edinburg, Texas 78539 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property.

Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on

the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion,

aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of

Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or

in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or

reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate

the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Antonio Esparza, MD, Rentals
Attn: Antonio Esparza, MD
900 W. Sam Houston, Ste. 1
Pharr, Texas 78577

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the

agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority,

civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the 2 day of October, 2008.

LESSOR:

Antonio Esparza, MD, Rentals

By: _____

Printed Name: Antonio Esparza, M.D

Title: President

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSEE:

HIDALGO COUNTY, TEXAS

By: _____
Juan D. Salinas, III, County Judge

Approved on Commissioners' Court September 30, 2008

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"

Legal Description

All of Lots 7, 8, 9 and 10 Block 1, UNIVERSAL ESTATES SUBDIVISION UNIT NO. 1, in Addition to the City of Pharr, Hidalgo County Texas, according to the map recorded in Volume 25, Page 46, Map Records in the Office of the County Clerks of Hidalgo County, Texas, reference to which is here made for all purposes.

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space Las Milpas-WIC Clinic"
BID No.2008-199-09-17-SMA

INSTRUCTIONS TO BIDDERS:
These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, invitation to bid.

- Please review this document in it's entirely. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of the bid package.

SCOPE OF SERVICES: Building should be in good working condition to provide as follows:

SPECIFICATIONS:

1. Said office space shall have the designated rooms or areas for conducting of the following WIC functions:
   - Waiting area, reception area, file room, nutrition education classroom, counseling room, issuance of food cards via computers, computer area, screening room, lab, immunization and lactation rooms, a lounge area and two (2)storage rooms.
   - Said office space must be located in a major thoroughfare in Las Milpas.

2 Building must provide a minimum of 2,000 square feet to a maximum of 3,400 square feet of available tile floor space to perform WIC services. Building be well insulated with an ERA rating of minimum of eleven (11).

3. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

4 Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.

5. The public parking lot must consist of at least twenty (30) parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp

access available from such spaces and (10) parking spaces for staff should be available leading to the building.

6. Bid premises must have water, sewer, and electricity, central air and heating of the entire building including garbage pick up.

7. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.

8. Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control throughout term of this contract and floor maintenance throughout term of this contract/lease.

9. Lessor must provide documented proof that the building is asbestos free.

10. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

11. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

12. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work be made by Lessor and the Lessor's cost and work must be completed 90 days from the date of contract/lease award and execution of the contract/lease or the award will become void/null;

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**.

2. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, (ADA) and 90 days from the date of awarding bid or the award will become void/null. Lessor must provide legal description of the property.

4. Bidder must charge by the square foot for the rental space.

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause:

2.. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to hold bids for a period of sixty (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires
   (b) Delivery and acceptance of products and/or performance of service ordered, or
   (c) Terminated by County with sixty (60) day's written notice prior to cancellation.

7. All cost and expenses associated with the preparation and submission of (bids proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, September 10 ,2008 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, September 12, 2008 @ 5:00 P.M.

EXHIBIT "B"

BID FORM

EXHIBIT "B"

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space in Las Milpas –WIC Clinic "
BID No.: 2008-199-09-17-SMA
BID FORM

Initial three (3) years term with an additional one (1) year-renewal:

Monthly charge for "Lease of Office Space in Las Milpas-WIC Clinic" as requested, but not limited to, in the specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) years term with an additional one-year (1) renewal at the County's option to renew.

Price at $ 0.90¢ **per square foot.**

Proposed Building Total Quantity of 3,080 **sq. ft.**

TOTAL MONTHLY BID PRICE: $ 2,772.00 (two thousand seven hundred seventy two and 0/100 –)

Proposed (address) Location: 7013 S. Caye Ste. F **,Las Milpas**

Zip code 78577

BIDDER/COMPANY NAME: Antonio Esparza, M.D., Rentals

ADDRESS: 900 W. Sam Houston, ste 1

CITY: Pharr STATE: TX ZIP CODE: 78577

PHONE No: 956-783-1000 FAX No. 956-783-9679

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Antonio Esparza, M.D.

TITLE: President - owner

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NO: ANTON-2

DATE (MM/DD/YYYY): 09/24/08

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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
Antonio Esparza, M.D.
900 W. Sam Houston Ste 1
Pharr TX 78577-5232

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Safeco Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	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: [X] POLICY [ ] PRO-JECT [ ] LOC	02BP49031830	07/31/08	07/31/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ INCLUDED
		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	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A		OTHER Property	02BP49031830	07/31/08	07/31/09	Building Contents	1,358,000 129,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
7013 S. Cage, Pharr, TX 78577 (Las Milpas)

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
Marta L. Salazar
2812 S. Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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
SHEPARD WALTON KING INS. GROUP

© ACORD CORPORATION 19

PURCHASING DEPARTMENT
County Of Hidalgo

CERTIFIED MAIL
7099 3220 0002 9744 7683
Via Facsimile (409) 986-7950

Performance Grade Asphalt, LLC
Clarke DuBose, President
PO Box 6
Hitchcock, Texas 77563

Re: Extension of Agreement-C-12-039-04-03-MS-1 Emulsified Asphalt for Hidalgo County

Dear Mr. DuBose:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 25, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, September 24, 2012,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

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).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager

REQUIREMENTS AGREEMENT
C-12-039-04-03

THIS AGREEMENT (the "Agreement") is entered into effective as of the 3RD day of **April, 2012** by and between **DUBOSE INTERESTS, L.L.C.** d/b/a **PERFORMANCE GRADE ASPHALT, L.L.C.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"MS-1 EMULSIFIED ASPHALT" (on an as needed basis)** for **Hidalgo County (all funding sources, programs and entities)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **Six (6) Months** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **Six (6) Months**, with the County's sole option to extend/renew for an additional six (6) month term based upon prior performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 3, 2012** and expire on **October 2, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet 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. 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 Attn: COUNTY JUDGE 1615 SOUTH CLOSNER, SUITE J EDINBURG, TEXAS 78539
If to Seller:	DUBOSE INTERESTS, L.L.C. d/b/a PERFORMANCE GRADE ASPHALT, L.L.C. Attn: CLARK DUBOSE, PRESIDENT P.O. BOX 6 HITCHCOCK, TEXAS 77563

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a purchase 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 purchase requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: April 3, 2012

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia

Ramon Garcia, County Judge

Approved by Commissioners' Court on 4-3-12 @ 9:30

COMPANY: DUBOSE INTERESTS, L.L.C. d/b/a PERFORMANCE GRADE ASPHALT, L.L.C.

By:

Printed Name: Clark DuBose

Title: President

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 1, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"MS-1 EMULSIFIED ASPHALT"**
Bid No: 2012-039-02-22-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

TABLE OF CONTENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)
"MS-I EMULSIFIED ASPHALT"
BID NO.: 2012-039-02-22-MEG

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	4
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	7

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 1, 2012
Date

Bid No: 2012-039-02-22-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 ext. 4855

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources, programs and entities)

"MS-1 EMULSIFIED ASPHALT"
BID OPENING DATE:

FEBRUARY 22, 2012

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs and Entities)–"MS-1 EMULSIFIED ASPHALT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2012-039-02-22-MEG HIDALGO COUNTY (All Funding Sources, Programs and Entities) - "MS-1 EMULSIFIED ASPHALT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY FEBRUARY 22, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2012-039-02-22-MEG RFB-HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – "MS-1 EMULSIFIED ASPHALT".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs and**

Entities) - "MS-1 EMULSIFIED ASPHALT" 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, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 22, 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.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2012-039-02-22-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
Hidalgo County (All Funding Sources, Programs and Entities)
"MS-1 Emulsified Asphalt"
Bid №: 2012-039-02-22-MEG

Hidalgo County is seeking qualified vendors to supply and deliver MS-1 Emulsified Asphalt to the following locations but not limited to and on as needed basis. The following is the minimum requirements for the MS-1 Emulsified Asphalt Setting.

- Product Specifications for MS-1 Emulsified Asphalt
- Material – bid price by the gallon delivered by vendor

	MS1		
Asphalt Grade Requirement	**Min**	**Max**	**ASTM Test Method**
Viscosity @25C SFS	20	100	D-88
Residue By Dist. (% by mass)	60	---	D-244
Oil Portion of Dist. (% by vol)	---	2.0	D-244
Sieve Test, retained on 1000um sieve	---	0.1	D-244
Storage Stability 24h (% by mass)	---	1.5	D-244
Demulsibility, 50ml 5.55 g/l, CaC12	---	—	D-244
TEST ON RESIDUE			
Penetration @ 25C 100g, 5s (0 1mm)	100	200	D-5
Apparent Viscosity 60C (Ps s)			D-4957
Complex Flow Index	---	0.80	D-2493
Float Test @ 60C s	1200	---	D-139
Solubility in trichloroethylene	97.5	---	D-2042
Ductility @ 25C (cm)	40	—	D-113

REQUIREMENTS:

1. **LOCATIONS/DELIVERY INSTRUCTIONS:**
   All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

   a) **Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas**

   b) **Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.**

   c) **Precinct #3- 7 Mile Line & Iowa Road**

   d) **Precinct #4 – 1102 North Doolittle, Edinburg, Texas**

2. **QUANTITY:**
   Hidalgo County will purchase material "ON AN AS NEEDED BASIS ONLY". Thus it is agreed and understood that the County will purchase no more material than is needed.

3. **CONTRACT TERM:**
   Option 1 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) - three (3) month terms and contingent upon cost to

remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

4. **VENDORS PERFORMANCE:**
Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

5. **DEFAULT:**
The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

6. **TERMINATION:**
Termination in whole or part, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

7. **TERMS AND CONDITIONS:**
   a) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

   b) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

c) Insurance certificates as per "exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

d) In the event the material furnished does not meet the entire County's requirement (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 unused portion of material found to be unsatisfactory.

e) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

f) Insurance requirements for this project to be maintained throughout the contract term (refer to Limits in Exhibit "C").

g) 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 cancellation.

h) All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. **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 both 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 contact price at the beginning of the following quarter unless a Vendor notifies the county in writing within then (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 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR EMAILED TO: elena.gomez@co.hidalgo.tx.us no later than Monday March 5, 2012 at 5:00 p.m. Responses to said inquires will be sent to all applicants via facsimile or via e-mail by **no later than Friday, March 9, 2012 at 5:00 p.m.**

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

BID PAGE

(Commodity code 745-08)

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)	Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)	Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ **FAX №:**_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINTER NAME:_____ **DATE** ____/____/____

TITLE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – 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- ☐ OTHER TORY LIMITS	
					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 Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE and TABULATION SHEET

EXHIBIT B

HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

OPENED 9:44 3-14-12 Witnessed

BID PAGE

(Commodity code 745-08)

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)		Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid	$ 2.40 /Gal.	$ 0 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 2.60 /Gal.	$ 0 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.00 /Gal.	$ 0 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.20 /Gal.	$ 0 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.80 /Gal.	$ 0 Hour

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)		Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid	$ 2.40 /Gal.	$ 0 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 2.60 /Gal.	$ 0 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.00 /Gal.	$ 0 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.20 /Gal.	$ 0 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.80 /Gal.	$ 0 Hour

EXHIBIT B

HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

BIDDER/COMPANY NAME: Performance Grade Asphalt, L.L.C.

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: Hitchcock, TX. 77563

PHONE №: 409-986-7740 FAX №: 409-986-7950

CELLULAR №: 281-387-9869

AUTHORIZED SIGNATURE: Clarke DuBose

PRINTER NAME: Clarke DuBose DATE 03/01/2012

TITLE: President

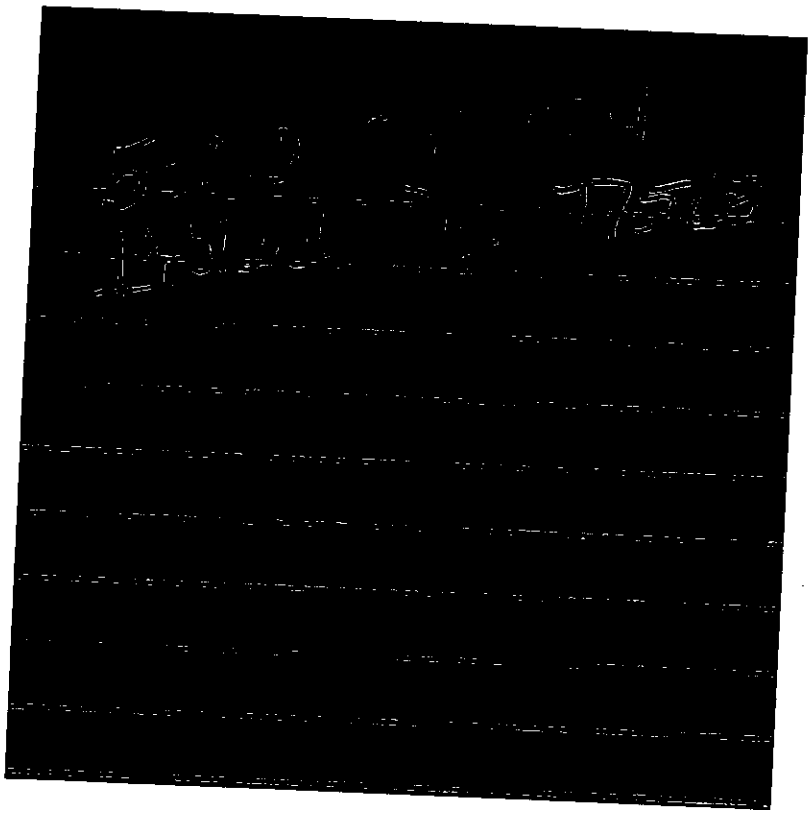

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2012

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 Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591	CONTACT NAME: Patsy Beall ACSR PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: patsy_beall@rustewing.com
INSURED Dubose Interests, LLC, DBA: Performance Grade P. O. Box 6 Hitchcock TX 77563	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Southwest Risk, LP INSURER B: Hallmark County Mutual Ins Co INSURER C: Texas Mutual Insurance Company — 22945 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 WC Rnwl-NEW FORM REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			VIGP013675	11/20/2011	11/20/2012	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TXA506163-02	11/20/2011	11/20/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0012106801	2/18/2012	2/18/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

(956) 292-7612 sandy.suarez@co.hidalgo.tx

County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Blackshear Jr. CIC/

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CC APPROVED ON 04/03/12

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 3, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-31539** Approval of Proclamation recognizing the month of April as National Child Abuse Prevention Month - CASA

C. **AI-31651** IT Department:
1. Requesting permission to advertise/hire for the following:

Slot No.	Position Title	Grade
0031	Technical Specialist I	10

2. Requesting permission to allow department to advertise/hire for any future/upcoming vacancies due to urgent pending projects (i.e. Oddessy Project)

D. **AI-31715** Texas AgriLife Extension:
Requesting authorization for Christina L. Perez to travel to College Station, TX to attend the Program Excellency Academy from 04/15/2012-04/19/2012.

E. **AI-31685** Fire Marshal:
Requesting permission for Juan Martinez, Fire Marshal to attend the Texas

CC APPROVED ON 04/03/12

B. **AI-31658** 1. Preliminary Approval
a. Texas Estates Subdivision – Pct. 4 (Ricardo Salinas Jr.)

C. **AI-31587** 1. Reimbursement of Cash Deposit
a. Las Estrellas No. 1 Subdivision – Pct. 3 (Lorin Runnels)

16. **Precinct #2 - Comm. H. Palacios:**

A. **AI-31600** Requesting approval of Construction Change Order No.6 increase in the amount of $4,025.00 with Mission Paving Company, Inc. (contracted vendor for "Tower road Phase I Project") reflecting the items described on change order, with authority for County Judge or Court Member to execute document.

B. **AI-31704** Consideration and approval to purchase a certain tract of land located at John Closner Et Al Amended, Lot 4 Block 6, Hidalgo County, Minnesota Rd., Texas also known as Lopezville Park Property in the amount of $93,166.54 make check payable to Valley Land & Title Company.

17. **Budget & Management - Sergio Cruz:**

A. **Budget Appropriations:**

1. **AI-31712** Pct. 1 R & B (1200):
Approval of 2012 appropriation of funds from the R & B unreserved fund balance into Pct. 1 Rd. Maintenance, program #005, in the amount of $47,727.87 to fund hauling and road materials expenditures in relation to Aurora Valley Subdivision.

2. **AI-31716** Pct. 1 R & B (1200):
Approval of 2012 appropriation of funds from the R & B unreserved fund balance to Pct. 1 Adm. & Rd. Maint. (program #'s 004 & 005) in the amount of $446,299.42 to fund various operating expenditures.

18. **Purchasing Department - Marty Salazar:**

Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **Presentation for Acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

CC APPROVED ON 04/03/12

1. **AI-31591** Approval of Request for Payment-Application No. 1 in the amount of $183,346.20 from D. Wilson Construction Co. awarded contractor for the, "Construction of the Sheriff's Office Substation in the Pct 1 Area", and as certified for payment by project architect, Gignac & Associates; C-11-032-01-20

2. **AI-31487** a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

   b. Requesting approval of a "Sole Source Declaration" for AFIX Technologies" including authority to renew our support services with AFIX Technologies for the AFIX Tracker LE and AFIX Verifier beginning on May 26, 2012 for a period of 12 months in the yearly amount of $2,037.50 thru requisition # 212150.

3. **AI-31683** a. Approval of an Amendment (reflecting the substitution of a revised Attachment E) to the current agreement between Hidalgo County and Prodigy Construction Management, LLC for the "Construction of the New Sheriff's Office Substation in the Pct 1 Area" C-11-032B-06-14

   b. Requesting acceptance and approval of Invoice No. 7-R2;8-R2; and 9-R2 in the amount of $3,600.00, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-11-032B-06-14 Construction Managemnt services for Sheriff's Office Substation in the Precinct No. 1 Area, with authorizatoin for Auditor process and County Treasurer issue payment/check.

G. **Co. Wide**

1. **AI-31299** Recommending award of sole bid and approval of contract to Performance Grade Asphalt, LLC-meeting all specifications and/or terms and conditions as attached hereto for Hidalgo County -"MS-1 Emulsified Asphalt" Bid No. 2012-022-MEG.

19. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-31700** EEOC Charge No. 451-2012-00336; Nancy Salinas v. Hidalgo County Community Service Agency

20. **Open Forum**

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

APPROVED

AI-31299 **18. G. 1.**
CC REGULAR
Meeting Date: 04/03/2012
Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of sole bid and approval of contract to Performance Grade Asphalt, LLC-meeting all specifications and/or terms and conditions as attached hereto for Hidalgo County -"MS-1 Emulsified Asphalt" Bid No. 2012-022-MEG.

BACKGROUND

All documents as required

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: obj. 673 & 731 co. wide
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Possible funding sources are obj. 673 "R & B R & M Supplies" & 731 "Roads". Contract is on an "as needed basis". This contract is mainly used by the Pcts. Please refer to attached expense report as of 3-29-12 for funding availability.

Attachments

Memos of Recommendations from Depts
Vendors Bid Page
Participating Log Sheet
Tabulation Sheet
Contract-C-12-039-04-03-DuBose dba Performance Grade Asphalt LLC-HC
email by legal-apprvd contract document
Exp. Report as of 3-29-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/28/2012 12:56 PM
Budget & Management	Merlen P. Munoz	03/28/2012 02:49 PM
Ivan Cantu	Ivan Cantu	03/29/2012 10:06 AM
Auditor's Office	Arcilia Duran	04/02/2012 04:23 PM

Form Started By: Elena Gomez Started On: 03/01/2012 10:30 AM
Final Approval Date: 04/02/2012