AI-36461 **2. A.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - TDH PHPSB (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-013-3-XXX

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

BUDGETARY IMPACT:

Funds available as of 1/25/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 03:47 PM
Obdett Calzada	Obdett Calzada	01/24/2013 10:40 AM
Auditor's Office	Merlen P. Munoz	01/25/2013 01:22 PM
Obdett Calzada	Obdett Calzada	01/25/2013 01:49 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Mike Escaname Started On: 01/16/2013 03:04 PM

Final Approval Date: 01/25/2013

Date: January 16, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-013-3- TDH PHPSB
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-013-3-601	TDH PHPSB-OFFICE & COMPU	3-1293-441-00-340-013-3-661	TDH PHPSB-MINOR OFFICE FU	$100.00
			Amount	$ 100.00

Revenue Account
Amount Requested: $ 100.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-36438 **2. B.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/23/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 11:45 AM
Ana Galvan	Ana Galvan	01/23/2013 03:58 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Mike Escaname Started On: 01/16/2013 11:35 AM

Final Approval Date: 01/25/2013

Date: January 16, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 3-1100-441-00-340-003-0 CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1100-441-00-340-003-0-604	MEDICAL & LAB SUPPL	3-1100-441-00-340-003-0-664	OTHER MINOR EQUIPMENT	$ 1,000.00
3-1100-441-00-340-003-0-601	OFFICE & COMPUTER SUPPL	3-1100-441-00-340-003-0-619	OTHER MISC SUPPLIES	$ 1,000.00
			Amount	$ 2,000.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-36476 **2. C.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 1/23/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 10:11 AM
Obdett Calzada	Obdett Calzada	01/23/2013 03:03 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Mike Escaname Started On: 01/16/2013 05:18 PM

Final Approval Date: 01/25/2013

Date: January 16, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 3-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1100-441-00-340-001-0-601	HEALTH ADM-OFFICE & COMP	3-1100-441-00-340-001-0-811	HEALTH ADM-LICENSES & PE	$ 250.00
			Amount	$ 250.00

Revenue Account
Amount Requested: $ 250.00

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-36377 **2. D.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - I. T. Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/23/2013.

Attachments

Intra

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 10:49 AM
Ana Galvan	Ana Galvan	01/23/2013 02:35 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Edna Kirby Started On: 01/14/2013 10:21 AM

Final Approval Date: 01/25/2013

DATE: January 29, 2013

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 3-1100-415-00-200-002-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	IT COUNTYWIDE-COMPUTER SERVICES	748	IT COUNTYWIDE-OTHER EQUIPMENT	$2,937.00

AI-36394 **2. E.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/17/2013.

Attachments

Revised Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 01:17 PM
Ana Galvan	Ana Galvan	01/17/2013 02:56 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Melanie Esparza Started On: 01/15/2013 12:00 PM

Final Approval Date: 01/25/2013

DATE: January 15, 2013

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 3-1100-414-00-130-001-0-XXX

2013
Transfer

AI- 36394

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	664	Elections Dept-Other Minor Equipment	$455.00
			TOTAL	$455.00

REASON:
Transfer needed to pay for a label printer.

Approved by / /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36583 **2. F.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2013 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/23/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/23/2013 01:48 PM
Ana Galvan	Ana Galvan	01/23/2013 05:00 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Nielda Cavazos Started On: 01/23/2013 11:54 AM

Final Approval Date: 01/25/2013

DATE: **January 23, 2013**

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

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **3-1100-415-18-160-001-0-XXX**

SUBJECT: **Intradepartmental 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 Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
743	Office Furniture & Equipment	432	Equipment & Vehicles R & M Srvs.	**$50.00**
			TOTAL	**$50.00**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-36405 **2. G.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2013 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 1/16/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 04:36 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Yolanda Orozco Started On: 01/15/2013 04:14 PM

Final Approval Date: 01/25/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: January 29, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management for Fire Marshal's Office

ACCOUNT NUMBER: 3-1100-422-10-300-001-0-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**
607	Household & Janitorial Supplies	671	Bldg & Other Structure R&M Supplies	$ 200.00
			TOTAL	**$ 200.00**

REASON: To purchase material for reception glass window & to repair a restroom door.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

Form DBM-201

AI-36626 **2. H.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - Insurance (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-00-125-009-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 1/24/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 02:14 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Monica Badillo Started On: 01/24/2013 01:58 PM

Final Approval Date: 01/25/2013

DATE: **January 24, 2013**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **INSURANCE**

ACCOUNT NUMBER: **3-1100-419-00-125-009-0-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**
820	Claims/Judg.not cov. By Insurance	**350**	Other Services	**1,000.00**
			TOTAL	**1,000.00**

REASON: **To pay quarterly invoices to Montalvo Insurance reimbursement requests for TPA services rendered by Tristar.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-36627 **2. I.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - Executive Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-413-00-125-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 1/25/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 02:15 PM
Glinda Pacheco	Glinda Pacheco	01/25/2013 09:56 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Monica Badillo Started On: 01/24/2013 01:59 PM

Final Approval Date: 01/25/2013

DATE: **January 24, 2013**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **EXECUTIVE OFFICE**

ACCOUNT NUMBER: **3-1100-413-00-125-001-0**

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**
583	Travel out of county	**679**	Repair and maint. Supplies - other	**100.00**
			TOTAL	**100.00**

REASON: **To purchase spare keys and for future expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-36562 **2. J.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Daniel Flores Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: FACILITIES MANAGEMENT

Information

CAPTION

2013 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-xxx

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

BUDGETARY IMPACT:

Available balance as of 01/22/13 - $232,600.00

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/22/2013 03:30 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Angela Garcia Started On: 01/22/2013 03:06 PM

Final Approval Date: 01/25/2013

DATE: January 22, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management
Facilities Management

ACCOUNT NUMBER: 3-1100-419-40-220-001-0-xxx

Contact Person: ANGELA GARCIA **Ph#:** (956) 292-7025 Ext. 5401

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	R&M Services - Bldgs & Other Structures	439	R&M Services - Other	5,000.00

AI-36641 **2. K.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Co Wide Adm (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-115-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 1/25/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/25/2013 11:46 AM
Glinda Pacheco	Glinda Pacheco	01/25/2013 01:44 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Erika Zamora Started On: 01/25/2013 11:17 AM

Final Approval Date: 01/25/2013

DATE: **January 29, 2013**

2013
Transfer

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Department of Budget & Management for Co Wide Adm**

ACCOUNT NUMBER: **3-1100-415-00-115-002-0-XXX**

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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**
626	Gasoline/Diesel	899	Contingency	80,000.00
622	Electricity	899	Contingency	216,415.09
			TOTAL	**296,415.09**

REASON:

To fund AI-36620 for the District Attorney's Personnel agenda item approved on 1/22/13 AI#36489 and membership dues for RGV Partnership $40,000, I-69 Alliance $7,500, & Rio South Texas Economic Council $30,000.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36647 **2013 Intradept.(line item) Transfers 2. L.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Oscar Montoya **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2013 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-429-00-110-075-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 01/25/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/25/2013 02:05 PM
Ana Galvan	Ana Galvan	01/25/2013 04:31 PM
Purchasing Department	Angela Garcia	01/25/2013 04:43 PM

Form Started By: SANDRA DELEON Started On: 01/25/2013 11:48 AM

Final Approval Date: 01/25/2013

DATE: January 24, 2013

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 3-1100-429-00-110-075-0-

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
346	HAULING AND FREIGHT SERVICES	431	BLDGS. & OTHER STRUCTURES R & M SRVS.	250.00
			TOTAL	250.00

REASON: TRANSFER IS BEING REQUESTED TO COVER COST FOR CABLE INSTALLATION SERVICES TO NEW COUNTY JUDGE BUILDING.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-36458 **2. M.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Commander Rene Gonzalez Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office Federal Sharing - U.S. Department of Justice (Fund 1229)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1229-421-00-280-007-0

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

BUDGETARY IMPACT:

Funds available as of 01/23/13

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/16/2013 02:47 PM
Budget & Management	Obdett Calzada	01/18/2013 11:14 AM
Ana Galvan	Ana Galvan	01/23/2013 05:03 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Rosie Hinojosa Started On: 01/16/2013 02:36 PM

Final Approval Date: 01/25/2013

DATE: 1/16/2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

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

ACCOUNT NUMBER: 3-1229-421-00-280-007-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1229-421-00-280-007-0-748	Other Equipment	➔	3-1229-421-00-280-007-0-664	Other Minor Equipment	12,121.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
	T O T A L				**$12,121.00**

REASON: Appropriating funds to cover P.O. 681767 which was issued in 2012. Merchandise was not received until January 2, 2013.

_____

DEPARTMENT HEAD SIGNATURE

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

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

AI-36389 **2. N.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: SAFETY DIVISION

Information

CAPTION

2013 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-50-125-003-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 1/16/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 10:13 AM
Glinda Pacheco	Glinda Pacheco	01/16/2013 09:49 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Rosie Luna Started On: 01/15/2013 09:17 AM

Final Approval Date: 01/25/2013

DATE: January 15, 2013

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

ACCOUNT NUMBER: 3-1100-419-50-125-003-0-XXX

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

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

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
432	Equip &Vechicle R&M Service	346	Hauling & Freight Service	$ 500.00
			TOTAL	**$ 500.00**

REASON: **Line Item Transfer is being requested to insure we have wrecker services available due to older vehicles in our fleet.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-36414 **2. O.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Martin Cantu, Constable Pct 2 Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Constable Pct 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-292-001-0-890

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

BUDGETARY IMPACT:

Available funds as of 1/22/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 01:38 PM
Glinda Pacheco	Glinda Pacheco	01/22/2013 10:07 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Ana Galvan Started On: 01/15/2013 04:44 PM

Final Approval Date: 01/25/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: January 15, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management for Constable Pct 2

ACCOUNT NUMBER: 3-1100-421-00-292-001-0-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**
890	Other	810	Dues & Memberships	$ 330.00
890	Other	812	Software License Renewals	$ 295.00
890	Other	412	Cable/Satellite Television	$ 530.00
890	Other	529	Surety & Notary Bonds	$ 210.00
890	Other	550	Printing & Binding	$ 200.00
			TOTAL	**$ 1,565.00**

REASON: Transfer is needed to fund expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

Form DBM-201

AI-36375 **2. P.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: CONSTABLE EDDIE GUERRA Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2013 - Constable Pct. 4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 1/17/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/14/2013 10:47 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Nayla Munoz Started On: 01/14/2013 10:07 AM

Final Approval Date: 01/25/2013

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: January 14, 2013

DEPARTMENT HEAD: J. E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 3-1100-421-00-294-001-0-XXX

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**
442	Equip & Vehicle Rentals	**668**	Police Weapons & BP Vests	**$968.00**
442	Equip & Vehicle Rentals	**780**	Capital Leases	**$735.00**
442	Equip & Vehicle Rentals	**611**	Police Supplies	**$265.00**
442	Equip & Vehicle Rentals	**342**	Info & Credit Services	**$182.00**
603	Education & Instruction Sup	**342**	Info & Credit Services	**$199.00**
603	Education & Instruction Sup	**613**	Safety Supplies	**$619.00**
603	Education & Instruction Sup	**831**	Court Cost & Investigation	**$120.00**
432	E&V R&M Services	**672**	E&V R&M Supplies	**$5,000.00**
			TOTAL	**$8,088.00**

REASON: Transfer is needed to cover expenditures for Clear (database services) $381.00; Xerox (copier lease) $733.00; Grainger (traffic cones) $869.00; GT Distributors (guns) $968.00; Precision Delta (ammo) $265.00; Citation Fees (831) $120.00 and R&M Supplies $5,000.00.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-36471 **2. Q.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Pete Lobato Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: 139TH DISTRICT COURT

Information

CAPTION

2013 - 139th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-003-001-0-XXX-

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

BUDGETARY IMPACT:

Funds available as of 01/23/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 04:58 PM
Ana Galvan	Ana Galvan	01/23/2013 04:57 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Angela Garcia Started On: 01/16/2013 04:25 PM

Final Approval Date: 01/25/2013

DATE: January 16, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management
139TH DISTRICT COURT

ACCOUNT NUMBER: 3-1100-412-00-003-001-0-XXX

Contact Person: ANGELA GARCIA **Ph#:** (956) 292-7025 Ext. 5401

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**
535	POSTAGE	607	HOUSEHOLD & JANITORIAL SUPPLIES	500.00

AI-36463 **2. R.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Noe Gonzalez, Judge Presiding Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2013 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 1/22/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 03:50 PM
Glinda Pacheco	Glinda Pacheco	01/22/2013 10:52 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Esther Contreras Started On: 01/16/2013 03:29 PM

Final Approval Date: 01/25/2013

DATE: **January 16, 2013**

DEPARTMENT HEAD: **NOE GONZALEZ**

DEPARTMENT NAME: **370TH DISTRICT COURT**

ACCOUNT NUMBER: **3-1100-412-00-007-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	OTHER	630	FOOD	$1,800.00
890	OTHER	631	BOTTLED WATER	$400.00
890	OTHER	583	TRAVEL OUT OF COUNTY	$2,500.00
890	OTHER	584	REGISTRATION FEES	$1,500.00
890	OTHER	535	POSTAGE	$500.00
890	OTHER	745	COMPUTER EQUIPMENT	$1,500.00
			TOTAL	**8,200.00**

REASON: **Current and Future Expenditures**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-36518 **2. S.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-010-001-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 1/23/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/22/2013 01:08 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Ana Galvan Started On: 01/17/2013 03:05 PM

Final Approval Date: 01/25/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: January 17, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Management for 430th District Court

ACCOUNT NUMBER: 3-1100-412-00-010-001-0-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
890	Other	413	Electronic Surveilliance & Security	$ 347.88
890	Other	343	Laundry & Dry Cleaning	105.00
890	Other	780	Capital Leases	1,271.04
			TOTAL	**$ 1,723.92**

REASON: Monies needed to pay invoices.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Form DBM-201

AI-36446 **2. T.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Teresa Navarro, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

2013 - 449th DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-011-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 1/16/2013

Attachments

Scan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 01:59 PM
Obdett Calzada	Obdett Calzada	01/16/2013 02:28 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Teresa Navarro Started On: 01/16/2013 01:49 PM

Final Approval Date: 01/25/2013

DATE: January 16, 2013

DEPARTMENT HEAD: Regina Moreno

DEPARTMENT NAME: 449th District Court

ACCOUNT NUMBER: 3-1100-412-00-011-001-0-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
890	OTHER	780	CAPITAL LEASES	$2,800.00
			TOTAL	$2,800.00

REASON: FUNDS NEEDED FOR 12 MONTHS FOR XEROX COPY.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-36645 **2. U.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: JP Pct 2/Pl 2 Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - JP Pct 2/Pl 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-064-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 1/25/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/25/2013 02:03 PM
Obdett Calzada	Obdett Calzada	01/25/2013 03:20 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Erika Zamora Started On: 01/25/2013 11:43 AM

Final Approval Date: 01/25/2013

DATE: **January 29, 2013**

2013
Transfer

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Department of Budget & Management for JP Pct 2/Pl 2**

ACCOUNT NUMBER: **3-1100-412-00-064-001-0-XXX**

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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**
441	LAND & BLDG RENTALS	780	CAPITAL LEASES	1,400.00
441	LAND & BLDG RENTALS	535	POSTAGE	700.00
		TOTAL		**2,100.00**

REASON:
To fund copier lease agreement with Xerox and postage expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36613 **2013 Intradept.(line item) Transfers 2. V.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: J.P. 3, 1

Information

CAPTION

2013 - J.P. Pct. 3, Pl. 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-065-001-0-xxx

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

BUDGETARY IMPACT:

Funds Available as of 1/24/2013.

Attachments

LIT 1/24/2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 11:27 AM
Obdett Calzada	Obdett Calzada	01/24/2013 11:44 AM
Purchasing Department	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Kimberly Echavarria Started On: 01/24/2013 10:44 AM

Final Approval Date: 01/25/2013

2013 Line Item Transfer(s)
Justice of the Peace Pct. 3 Pl. 1

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME		TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
3	1100	412	00	065	001	0	890	OTHER	->	3	1100	412	00	065	001	0	442	Equip & Veh Rentals	$ 618.32
3	1100	412	00	065	001	0	890	OTHER	->	3	1100	412	00	065	001	0	535	Postage	$ 2,000.00
3	1100	412	00	065	001	0	890	OTHER	->	3	1100	412	00	065	001	0	550	Printing & Binding	$ 1,500.00
3	1100	412	00	065	001	0	890	OTHER	->	3	1100	412	00	065	001	0	581	Travel In County	$ 800.00
3	1100	412	00	065	001	0	890	OTHER	->	3	1100	412	00	065	001	0	583	Travel Out of County	$ 2,500.00
3	1100	412	00	065	001	0	890	OTHER	->	3	1100	412	00	065	001	0	601	Office & Comp Supplies	$ 1,521.68
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																			$ 8,940.00

REASON: **The requested amount listed above is needed in its designated object codes.**

Luis J. Garza
DEPARTMENT HEAD

1/24/2013

APPROVED COMMISSIONERS' COURT | DATE | ATTEST COUNTY CLERK

AI-36390 **2. W.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Aleida Lopez, J.P. 4, 1

Department: J.P. 4, 1

Information

CAPTION

2013 - J.P. Pct. 4, Pl. 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-067-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 1/16/2013

Attachments

lineitemtransfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 10:15 AM
Obdett Calzada	Obdett Calzada	01/16/2013 09:29 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Aleida Lopez Started On: 01/15/2013 09:26 AM

Final Approval Date: 01/25/2013

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: **January 15, 2013**

DEPARTMENT HEAD: **Charlie Espinoza**

DEPARTMENT NAME: Justice of the Peace Pct. 4, Pl. 1

ACCOUNT NUMBER: **3-1100-412-00-067-001-0**

CONTACT PERSON: Aleida S. Lopez PHONE: **956-380-4473 Ext. 4103**

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
581	Travel In County	529	Surety and notary bonds	311.00
550	Printing & Binding	432	Equip. & Veh R&M Ser.	$ 470.00
			TOTAL	$ 781.00

REASON: Operation of JP Court

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-36655 **2. X.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Precinct #1 Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 1/25/13.

Attachments

Intradept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/25/2013 04:08 PM
Glinda Pacheco	Glinda Pacheco	01/25/2013 04:27 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Olga Garza Started On: 01/25/2013 03:51 PM

Final Approval Date: 01/25/2013

DATE: January 29, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Sanitation

ACCOUNT NUMBER: 3-1100-432-00-121-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	EQUIP & VEH R&M SRV	441	LAND & BLDG RENTALS	550.00
			TOTAL	550.00

REASON:
Intradepartmental Transfer to rental expenses.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36654 **2. Y.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funds available $320.08 as of 1/25/13.

Attachments

Lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/25/2013 03:14 PM
Glinda Pacheco	Glinda Pacheco	01/25/2013 04:25 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/25/2013 03:09 PM

Final Approval Date: 01/25/2013

DATE: **January 25, 2013**

2013
Transfer

AI-36654

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

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

ACCOUNT NUMBER: **3-1200-431-00-122-005-0-XXX**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	OTHER	529	SURETY & NOTARY BONDS	$50.00
			TOTAL	**$50.00**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-36403 **2. Z.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct.2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

Funds available $15,000 as of 1/16/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 04:20 PM
Obdett Calzada	Obdett Calzada	01/16/2013 02:08 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/15/2013 03:49 PM

Final Approval Date: 01/25/2013

DATE: **January 15, 2013**

2013
Transfer

AI-36403

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

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

ACCOUNT NUMBER: **3-1100-452-00-122-008-0-XXX**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
899	CONTINGENCY	425	PEST CONTROL	$100.00
			TOTAL	**$100.00**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-36314 **2. AA.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funds available $26,212.86 as of 1/15/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 04:18 PM
Glinda Pacheco	Glinda Pacheco	01/16/2013 09:58 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/10/2013 03:53 PM

Final Approval Date: 01/25/2013

DATE: **January 15, 2013**

2013
Transfer

AI-36314

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

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

ACCOUNT NUMBER: **3-1100-432-00-122-001-0-XXX**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
739	OTHER STRUCTURES	425	PEST CONTROL	$100.00
			TOTAL	**$100.00**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-36564 **2. BB.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct.4 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-466-00-124-077-0-XXX

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

BUDGETARY IMPACT:

890 --> 612 $180.10

Funds available as of 01/22/13

Attachments

2013 Pct 4 CRC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/23/2013 11:04 AM
Glinda Pacheco	Glinda Pacheco	01/24/2013 02:13 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Veronica Lopez Started On: 01/22/2013 03:30 PM

Final Approval Date: 01/25/2013

DATE: January 28, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
CRC

ACCOUNT NUMBER: 3-1100-466-00-124-077-0-XXX

2013
Intradepartmental Transfer

AI-36564

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Pct4 CRC- Other	612	Pct4 CRC- Recreational Supplies	$180.10
			TOTAL	**$180.10**

REASON:
Transfer needed to CRC recreational supplies.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36609 **2. CC.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct 4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 1/24/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 10:24 AM
Glinda Pacheco	Glinda Pacheco	01/24/2013 02:05 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Veronica Lopez Started On: 01/24/2013 09:16 AM

Final Approval Date: 01/25/2013

DATE: January 28, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Parks

ACCOUNT NUMBER: 3-1100-452-00-124-009-0-XXX

2013
Intradepartmental Transfer

AI-36609

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Pct4 Parks- Other	739	Pct4 Parks- Other Structures	$28,567.85
890	Pct4 Parks- Other	679	Pct4 Parks- Other Repair and maintenance supplies	$2,070.00
			TOTAL	**$30,637.85**

REASON:
Transfer needed for fence and repair and maintenance supplies at 186 location.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36610 **3. A.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2012 interdepartmental transfer from Various Depts to Co Wide Adm-Contingency in the amount of $234,748.10 to fund room & board expenditures for the Juvenile Probation Dept.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 1/24/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 10:26 AM
Ivan Cantu	Ivan Cantu	01/24/2013 03:52 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Erika Zamora Started On: 01/24/2013 09:52 AM

Final Approval Date: 01/25/2013

DATE: January 29, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm.-Contingency

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

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

2012
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				
2-1100-412-00-002-001-0-	211	93RD DC-	HEALTH INSURANCE	(4,164.00)
2-1100-412-00-003-001-0-	211	139TH DC-	HEALTH INSURANCE	(188.04)
2-1100-412-00-007-001-0-	211	370TH DC-	HEALTH INSURANCE	(537.14)
2-1100-412-00-008-001-0-	211	389TH DC-	HEALTH INSURANCE	(2,776.00)
2-1100-412-00-009-001-0-	211	398TH DC-	HEALTH INSURANCE	(1,388.00)
2-1100-412-00-009-003-0-	211	INDIGENT DEFENSE-	HEALTH INSURANCE	(607.25)
2-1100-412-00-011-001-0-	211	449TH DC-	HEALTH INSURANCE	(3,973.86)
2-1100-412-00-021-001-0-	211	CCL#1-	HEALTH INSURANCE	(495.62)
2-1100-412-00-023-001-0-	211	PROBATE CRT-	HEALTH INSURANCE	(4,164.00)
2-1100-412-00-024-001-0-	211	CCL#4-	HEALTH INSURANCE	(694.00)
2-1100-412-00-045-001-0-	211	AUXILIARY CRT-	HEALTH INSURANCE	(516.49)
2-1100-412-00-055-001-0-	211	CHILD PROTECTIVE COURT-	HEALTH INSURANCE	(638.16)
2-1100-412-00-061-001-0-	211	JP PCT 1/PL 1-	HEALTH INSURANCE	(520.50)
2-1100-412-00-062-001-0-	211	JP PCT 1/PL 2-	HEALTH INSURANCE	(520.50)
2-1100-412-00-066-001-0-	211	JP PCT 3/PL 2-	HEALTH INSURANCE	(694.00)
2-1100-412-00-068-001-0-	211	JP PCT 4/PL 2-	HEALTH INSURANCE	(867.50)
2-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	(14,624.76)
2-1100-412-00-080-013-0-	211	DA'S CIVIL LITIGATION-	HEALTH INSURANCE	(2,342.25)
2-1100-412-00-090-001-0-	211	DIST CLERK-	HEALTH INSURANCE	(11,190.75)
2-1100-412-30-085-003-0-	211	PUBLIC DEFENDER-	HEALTH INSURANCE	(1,651.58)
2-1100-413-00-110-006-0-	211	CO JUDGE-	HEALTH INSURANCE	(1,042.75)
2-1100-413-00-125-001-0-	211	EXECUTIVE OFFICE-	HEALTH INSURANCE	(9,282.25)
2-1100-414-00-130-001-0-	211	ELECTIONS DEPT-	HEALTH INSURANCE	(3,817.00)
2-1100-415-00-200-001-0-	211	INFO TECH DEPT-	HEALTH INSURANCE	(2,429.00)
2-1100-415-14-115-001-0-	211	DBM-BUDGET DIV-	HEALTH INSURANCE	(694.00)
2-1100-415-15-140-001-0-	211	TAX OFF-	HEALTH INSURANCE	(2,429.00)
2-1100-415-16-150-001-0-	211	CO TREASURER-	HEALTH INSURANCE	(1,041.00)
2-1100-415-18-160-001-0-	211	PURCHASING-	HEALTH INSURANCE	(2,168.75)
2-1100-415-21-170-001-0-	211	CO AUDITOR-	HEALTH INSURANCE	(20,820.00)
2-1100-415-40-180-001-0-	211	CO CLERK-	HEALTH INSURANCE	(15,172.72)
2-1100-415-50-190-002-0-	211	HUMAN RESOURCES-	HEALTH INSURANCE	(694.00)
2-1100-419-10-210-001-0-	211	PLANNING DEPT-	HEALTH INSURANCE	(1,694.80)
2-1100-419-40-220-001-0-	211	FACILITIES MGMT-	HEALTH INSURANCE	(6,679.75)

DATE: January 29, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm.-Contingency

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

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

2012
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
2-1100-421-00-125-011-0-	211	TX DPS-	HEALTH INSURANCE	(1,735.00)
2-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	(29,791.53)
2-1100-421-00-291-001-0-	211	CONSTABLE PCT.1-	HEALTH INSURANCE	(1,390.97)
2-1100-421-00-292-001-0-	211	CONSTABLE PCT.2-	HEALTH INSURANCE	(734.07)
2-1100-421-00-293-001-0-	211	CONSTABLE PCT.3-	HEALTH INSURANCE	(1,384.47)
2-1100-421-00-294-001-0-	211	CONSTABLE PCT.4-	HEALTH INSURANCE	(9,403.83)
2-1100-421-00-295-001-0-	211	CONSTABLE PCT.5-	HEALTH INSURANCE	(2,776.00)
2-1100-422-10-300-001-0-	211	FIRE MARSHAL-	HEALTH INSURANCE	(1,648.25)
2-1100-423-00-320-034-0-	211	ALT INCARCERATION PRG-	HEALTH INSURANCE	(3,614.71)
2-1100-423-21-280-002-0-	211	JAIL-	HEALTH INSURANCE	(10,884.17)
2-1100-423-32-330-001-0-	211	JUV DET HM-	HEALTH INSURANCE	(8,569.41)
2-1100-423-60-330-002-0-	211	JUV PROB-	HEALTH INSURANCE	(452.49)
2-1100-432-00-121-001-0-	211	PCT1 SANITATION-	HEALTH INSURANCE	(6,593.00)
2-1100-432-00-124-001-0-	211	PCT4 SANITATION-	HEALTH INSURANCE	(7,594.00)
2-1100-441-00-340-001-0-	211	HEALTH ADM-	HEALTH INSURANCE	(9,861.22)
2-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	(253.60)
2-1100-444-00-240-001-0-	211	HUMAN SERVICES-	HEALTH INSURANCE	(6,679.75)
2-1100-444-00-360-001-0-	211	CHILD WELFARE-	HEALTH INSURANCE	(173.50)
2-1100-444-00-370-001-0-	211	VETERAN'S SRV-	HEALTH INSURANCE	(260.25)
2-1100-452-00-121-013-0-	211	PCT1 PARKS-	HEALTH INSURANCE	(694.00)
2-1100-452-00-122-008-0-	211	PCT2 PARKS-	HEALTH INSURANCE	(7,800.48)
2-1100-452-00-123-008-0-	211	PCT3 PARKS-	HEALTH INSURANCE	(1,214.50)
2-1100-461-00-380-001-0-	211	TX AGRILIFE EXT-	HEALTH INSURANCE	(433.75)
2-1100-466-00-122-018-0-	211	PCT2 CRC-	HEALTH INSURANCE	(198.96)
2-1100-466-00-124-077-0-	211	PCT4 CRC-	HEALTH INSURANCE	(86.77)
TO				
2-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	234,748.10
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To sweep lapsed health insurance funds into Co. Wide Adm-Contingency to fund Juvenile Room & Board expenditures.**

DATE: January 29, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm.-Contingency

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

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

2012
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

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-36611 **3. B.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Juvenile Probation Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Juvenile Probation (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm-Contingency to Juvenile Probation in the amount of $240,000.00 to partially fund room & board expenditures thru year end.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-X0-XXX-002-0-X9X

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

BUDGETARY IMPACT:

Funds from Co. Wide Adm-Contingency are pending approval of AI-36610 CC 1/29/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 10:28 AM
Ivan Cantu	Ivan Cantu	01/24/2013 03:57 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Erika Zamora Started On: 01/24/2013 10:04 AM

Final Approval Date: 01/25/2013

DATE: January 29, 2013

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Juvenile Probation

ACCOUNT NUMBER: 2-1100-4XX-X0-XXX-002-0-X9X

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
2-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(240,000.00)
TO			
2-1100-423-60-330-002-0- 590	JUVENILE PROBATION	ROOM & BOARD	240,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To partially fund room & board expenditures through year end.

SIGNATURE

/ /

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

AI-36650 **4. A.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Comm (1100):
Approval of interdepartmental transfer from Co. Wide Adm-Contingency to Co Comm in the amount of $77,500.00 to fund annual membership dues.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-41X-X0-1X5-00X-0-8XX

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

BUDGETARY IMPACT:

Funds from Co. Wide Adm-Contingency are pending approval of AI-36641 CC 1/29/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/25/2013 01:26 PM
Ivan Cantu	Ivan Cantu	01/25/2013 02:02 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Erika Zamora Started On: 01/25/2013 12:12 PM

Final Approval Date: 01/25/2013

DATE: January 29, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer

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

ACCOUNT NUMBER: 3-1100-41X-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			
3-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(77,500.00)
TO			
3-1100-413-30-125-004-0- 810	CO COMM	DUES & MEMBERSHIPS	77,500.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To fund annual dues to RGV Partnership $40,000.00, I-69 Alliance $7,500, and Rio South Texas Economic Council $30,000.00.**

SIGNATURE

____/____/____

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

AI-36319 **4. B.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Jimmy Gonzalez Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender (1100):
Approval of 2013 Interdepartmental transfer from Co. Wide Adm. - Contingency to Public Defender in the amount of $1,500.00 to fund invoice for payment to Alaniz Counseling and Behavioral Center for witness court appearance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-41X-X0-XX5-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01-10-13

Attachments

Public Defender interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/11/2013 09:02 AM
Ivan Cantu	Ivan Cantu	01/11/2013 09:53 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Veronica Ortiz Started On: 01/10/2013 05:10 PM

Final Approval Date: 01/25/2013

DATE: January 11, 2013

DEPARTMENT HEAD: Sergio Cruz

2013

Interdepartmental Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt - Public Defender

ACCOUNT NUMBER: 3-1100-41X-X0-XX5-XXX-0-XXX

CONTACT PERSON: Veronica Ortiz **PHONE:** (956) 292-7025 Ext. 5418

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			
3-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(1,500.00)
TO			
3-1100-412-30-085-003-0- 831	PUBLIC DEFENDER	Court Cost and Investigation	1,500.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Funds needed to pay invoice to Alaniz Counseling and Behavioral Center for Court Aappearance (witness).

SIGNATURE

/ /

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

AI-36410 **4. C.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 Alamo CRC (1100):
Approval of 2013 interdepartmental transfer within General Fund 1100 from program (008) to program (018) in the amount of $1,700.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-XXX-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available $15,000 as of 1/15/13

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 04:58 PM
Roland Garcia	Rolando Garcia	01/18/2013 10:00 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/15/2013 04:29 PM

Final Approval Date: 01/25/2013

DATE: January 15, 2013

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
ALAMO CRC

ACCOUNT NUMBER: 3-1100-XXX-00-122-XXX-0-XXX

2013
TRANSFER
AI-36410

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		
3-1100-452-00-122-008-0-899	PCT2 PARKS-CONTINGENCY	($1,700.00)
TO		
3-1100-466-00-122-082-0-343	PCT2 CRC (S.TOWER)-LAUNDRY & DRY CLEANING	$400.00
3-1100-466-00-122-082-0-442	PCT2 CRC (S.TOWER)-EQUIP & VEH RENTALS	$200.00
3-1100-466-00-122-082-0-631	PCT2 CRC (S.TOWER)-BOTTLED WATER	$200.00
3-1100-466-00-122-082-0-780	PCT2 CRC (S.TOWER)-CAPITAL LEASES	$900.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from PCT 2 PARKS into PCT 2 CRC (S.TOWER) to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-36604 **4. D.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 R&B (1200):
Approval of 2013 interdepartmental transfer within R&B Fund 1200 from program (006) to program (005) in the amount of $8,000.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available $743,535.64 as of 1/24/13.

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 10:21 AM
Roland Garcia	Rolando Garcia	01/25/2013 09:27 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/24/2013 08:37 AM

Final Approval Date: 01/25/2013

DATE: January 24, 2013

2013
TRANSFER
AI-36604

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-000

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		
3-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	($8,000.00)
TO		
3-1200-431-00-122-005-0-745	PCT2 ADM-COMPUTER EQUIPMENT	$8,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT 2 R&B into MORNING SIDE OFF-SITE DRAINAGE PROJECT for materials needed to cover of MEG MATERIAL TESTING for PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-36432 **4. E.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 R&B (1200):
Approval of 2013 interdepartmental transfer within R&B Fund 1200 from program (006) to program (084) in the amount of $64,255.19

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available $743,535.64 as of 1/24/13.

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 09:55 AM
Roland Garcia	Rolando Garcia	01/25/2013 09:25 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/16/2013 10:45 AM

Final Approval Date: 01/25/2013

DATE: January 24, 2013

2013
TRANSFER
AI-36432

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-XXX

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		
3-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	($64,255.19)
TO		
3-1200-431-00-122-084-0-731	PCT2 MINNESOTA RD (I RD-HUISACHE)-ROADS	$21,204.22
3-1200-431-00-122-084-0-841	PCT2 MINNESOTA RD (I RD-HUISACHE)-AID TO GOVT	$43,050.97
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from PCT 2 R&B into PCT.2 MINNESOTA RD (I RD-HUISACHE) for materials needed for the project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-36406 **4. F.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 San Juan CRC (1100):
Approval of 2013 interdepartmental transfer within General Fund 1100 from program (008) to program (018) in the amount of $2,200.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-XXX-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available $15,000 as of 1/15/13.

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 04:51 PM
Roland Garcia	Rolando Garcia	01/18/2013 09:23 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/15/2013 04:18 PM

Final Approval Date: 01/25/2013

DATE: January 15, 2013

2013
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

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

AI-36406

ACCOUNT NUMBER: 3-1100-466-00-122-018-0-XXX

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		
3-1100-452-00-122-008-0-899	PCT.2 PARKS-CONTINGENCY	($2,200.00)
TO		
3-1100-466-00-122-018-0-343	PCT2 CRC-LAUNDRY & DRY CLEANING	$300.00
3-1100-466-00-122-018-0-532	PCT2 CRC-WIRELESS DEVICES	$300.00
3-1100-466-00-122-018-0-631	PCT2 CRC-BOTTLED WATER	$100.00
3-1100-466-00-122-018-0-780	PCT2 CRC-CAPITAL LEASES	$1,500.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from PCT 2 PARKS into PCT 2 SAN JUAN CRC to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-36411 **4. G.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 R&B (1200):
Approval of 2013 interdepartmental transfer within R&B Fund 1200 from program (006) to program (005) in the amount of $22,650.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available $911,440.01 as of 1/15/13.

Attachments

INTRDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 04:58 PM
Roland Garcia	Rolando Garcia	01/18/2013 10:03 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/15/2013 04:40 PM

Final Approval Date: 01/25/2013

DATE: January 15, 2013

2013
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2 ADMINISTRATION

AI-36411

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-XXX

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		
3-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	($22,650.00)
TO		
3-1200-431-00-122-005-0-343	PCT2 ADM-LAUNDRY & DRY CLEANING	$200.00
3-1200-431-00-122-005-0-412	PCT2 ADM-CABLE/SATELLITE TV	$200.00
3-1200-431-00-122-005-0-413	PCT2 ADM-ELEC SURVEILLANCE & SECURITY	$100.00
3-1200-431-00-122-005-0-421	PCT2 ADM-DISPOSAL	$150.00
3-1200-431-00-122-005-0-532	PCT2 ADM-WIRELESS DEVICES	$2,000.00
3-1200-431-00-122-005-0-601	PCT2 ADM-OFFICE & COMP SUPPLIES	12,000.00
3-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES	8,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from PCT 2 RD MAINT into PCT 2 ADM to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-36642 **4. H.**

CC CONSENT

Meeting Date: 01/29/2013

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 (062) in the amount of $133,745.30.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:
available balance as of 01/25/13.

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/25/2013 11:36 AM
Roland Garcia	Rolando Garcia	01/25/2013 02:05 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/25/2013 11:20 AM

Final Approval Date: 01/25/2013

DATE: January 25, 2013

2013
TRANSFER
AI-36642

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-XXX

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		
3-1200-431-00-122-006-0-890	PCT2 RD MAINTENANCE-OTHER	($133,745.30)
TO		
3-1200-431-00-122-062-0-731	PCT2 DICKER RD(23RD ST-JACKSON)-ROADS	$133,745.30
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT 2 R&B into PCT 2 DICKER RD (23RD ST-JACKSON) to cover anticipated expenditures for the PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-36646 **4. I.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 R&B (1200):
Approval of 2013 interdepartmental transfer within R&B Fund 1200 from program (006) to program (063) in the amount of $14,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/25/2013 02:04 PM
Roland Garcia	Rolando Garcia	01/25/2013 03:08 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/25/2013 11:47 AM

Final Approval Date: 01/25/2013

DATE: January 25, 2013

2013
TRANSFER
AI-36646

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-XXX

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		
3-1200-431-00-122-006-0-890	PCT2 RD MAINTENANCE-OTHER	($14,000.00)
TO		
3-1200-431-00-122-063-0-711	PCT2 BORDER RD(MOORE-EL GATO)-ROW	$14,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT 2 R&B into PCT 2 BORDER RD (MOORE-EL GATO) PROJECT to cover anticipated expenditures for the PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-36648 **4. J.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Sheriff's Office Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff Substation-Sheriff (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm-Other to Sheriff Substation-Sheriff in the amount of $870.00 to fund estimated water utility expenditures to North Alamo Water Supply thru June 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-4XX-00-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available in account# 3-1100-415-00-115-002-0-890 Co Wide Adm-Other as of 1/25/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/25/2013 02:06 PM
Manuel Chapa	Manuel Chapa	01/25/2013 03:07 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Erika Zamora Started On: 01/25/2013 11:48 AM

Final Approval Date: 01/25/2013

DATE: January 29, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Sheriff Substation-Sheriff

ACCOUNT NUMBER: 3-1100-4XX-00-XXX-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
3-1100-415-00-115-002-0- 890	CO WIDE ADM OTHER	(870.00)
TO		
3-1100-421-00-280-036-0- 411	SHERIFF SUBSTATION-SHERIFF WATER/SEWERAGE	650.00
3-1100-421-00-280-036-0- 413	SHERIFF SUBSTATION-SHERIFF ELEC SURVEILL & SECURITY	220.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: **To fund estimated water utility expenditures to North Alamo Water Supply and fire alarm monitoring through June 2013.**

SIGNATURE

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

AI-36579 **5. A.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 01-29-13

Pct 2 & 4 Cert Plat & Utility Status 01-29-13

Pct 3 Cert Plat & Utility Status 01-29-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/23/2013 01:45 PM
Dale Kennan	Dale Kennan	01/23/2013 04:13 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Irma Castillo Started On: 01/23/2013 11:19 AM

Final Approval Date: 01/25/2013

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	FIDENCIO ALVARADO	1-9673
2.	JUAN E. ESQUIVEL	1-9536
3.	YESSENIA CANO	1-9623
4.	GRACIELA HERNANDEZ	1-9669
	COMM. COURT: JANUARY 29, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9673

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: FIDENCIO ALVARADO

Address: PO Box 1729
Weslaco, TX 78596

Phone: 956-463-10679

Water Supplier: N/A

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10030789447660261099

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Ranchitos De Pogresso Ph. I Lot #20,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11/30/04);

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

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: 1-9673

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: FIDENCIO ANIARADO

Address: POBOX1729 WESLACO TX 78596

Phone: 956-463-6679

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

Rancherias Do Progresso Sn. #1 lot # 20

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) 01-22-13 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:

1/23/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9673
Jan. 22, 2013

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

R0940-01-000-0020-00

[1] OWNER: ALVARADO, FIDENCIO & ANISSA
P.O BOX 1729

WESLACO TX 78596
Telephone No. 463-6678

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: MILI

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 6,097 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RANCHITOS DE PROGRESSO PH.1
LOT 20

LOCATION: 0 88 & MILITARY

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $125,000

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

Prepared by — Date 1/22/13

Approved by — Date 1/23/13

Signature of Owner or Applicant — Date 1-22-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0525B Pct: 1

Community No.: 480224

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.

1431046

DEED OF TRUST

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

Date: January 27, 2005

Grantor: **Fidencio Alvarado and Anissa Marie Alvarado**
Grantor's Mailing Address (including county):
715 N. Pueblo
Weslaco, Texas 78596
Hidalgo County, Texas

Trustee: Anthony E. Gray

Trustee's Mailing Address (including county):
P.O. Box 3549
Edinburg, Texas 78540
Hidalgo County, Texas

Beneficiary: Durango Development, Inc., a Texas Corporation

Beneficiary's Mailing Address (including county):

P.O. Box 3549
Edinburg, Texas 78540-3549

Note:

Date:	January 27, 2005
Amount:	Thirty-Five Thousand Six Hundred Fifty and 0/100 Dollars ($35,650.00)
Maker:	Fidencio Alvarado and Anissa Marie Alvarado

Payee: Durango Development, Inc., a Texas Corporation

Property (including any improvements):

Lot Twenty (20), Ranchitos De Progreso Subdivision, Phase 1, Hidalgo County, Texas, as per Map or Plat recorded in Volume 46, Pages 159, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Other Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;

12. Grantor has examined the Property to Grantor's complete satisfaction and knows its condition. In purchasing the Property, Grantor relies only on Grantor's examination and judgment, not on the representation of any other person as to value, future value, condition, size, age, use, or any other matter. Grantor acknowledges that in selling the Property Beneficiary makes no warranties other than title. Grantor agrees that the property is being sold to and accepted by Grantor in its present condition, as is, where is, with all faults, if any, and without any representations or warranties whatsoever, express or implied.

13. Grantor acknowledges each of the following:

a. That no drainage system exists other than the current configuration of the land.

b. That Beneficiary shall not be responsible for any further clearing or improvement of the Property.

c. That there have been no arrangements by Beneficiary to provide fire protection or control to the Property. Any fire hydrants located on or near the Property may or may not be functionable, depending on the governmental entity having control of fire protection in the area.

d. If Grantor constructs, erects, or places any permanent improvements on the Property, Grantor must pay cash for all costs of the improvements, and they will become a part of the real estate. If Grantor places a mobile home on the Property, Grantor will provide Beneficiary in writing, notification of the name and address of any party holding a lien or security interest in such mobile home. If Beneficiary forecloses under this deed of trust, all permanent improvements, including those made by Grantor, will be the Property of the purchaser at the foreclosure sale.

e. As part of the consideration for the execution of this Agreement, Grantor, Grantor's successors and assigns, shall indemnify and hold harmless Beneficiary, its successors and assigns, and its officers, directors, controlling persons (if any), employees, stockholders, and agents, for any losses suffered by virtue of the following: all suits, actions, claims, losses, damages, injuries, and liabilities of any character, type or description accruing, brought or made for or on account of any injuries or damages received or sustained by any person or persons or other entity or property arising out of or occasioned by the deceptive, fraudulent, or ordinary or grossly negligent acts or omissions of Grantor, or any other type of litigation involving Grantor.

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

15. The debt evidenced by the Note is in part payment of the purchase price of the property; the debt is secured both by this Deed of Trust and by a Vendor's Lien on the property, which is expressly retained in a deed to Grantee of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust.

16. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within 20 days after notice to Grantor, Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three years or less without an option to purchase.

Fidencio Alvarado

Anissa Marie Alvarado

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of January, 2005, by Fidencio Alvarado.

Carolina Gonzalez
Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of January, 2005, by Anissa Marie Alvarado.

CAROLINA GONZALEZ
Notary Public, State of Texas
My Commission Expires
11-03-2008

Carolina Gonzalez
Notary Public, State of Texas

CAROLINA GONZALEZ
Notary Public, State of Texas
My Commission Expires
11-03-2008

AFTER RECORDING RETURN TO:

Durango Development, Inc.
P.O. Box 3549
Edinburg, Texas 78540-3549

RP 20
~h$d0001.hdd

Software by ReMerge-It Co.
(956) 630-9401

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

On: Feb 01,2005 at 03:30P

As a Recording

Document Number: 1431046
Total Fees : 24.00

Receipt Number - 648755
By,
Imelda Leal, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9536

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Juan E. Esquivel

Address: 316. N Sathire
Weslaco, TX. 78596

Phone: (956)-272-8954

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

Water Supplier: NORTH AIAMO WATER

Utility Provider: [✓]M.V.E.C. [ ] AEP

Account/ESI No.: 235732-002

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
10605 W. SATHIRE CIRCLE / LOT 6 BLK 2 JADELYNN SUB. WESLACO TX.

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-17-97);

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

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

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

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-9536

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

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

PARTY MAKING REQUEST:

Name: Juan E. Esquivel

Address: 316. N Sathire
Weslaco, Tx 78596

Phone: (956) 272-8954

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

10605 W. SATHIRE CIRCLE / LOT 6 BLK 2 JADELYNN SUB. WESLACO TX.

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: 11/19/12

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:

1/23/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9536
Nov. 15, 2012

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

J2740-00-002-0006-00

[1] OWNER: ESQUIVEL, JUAN E. JR.

1913 W. LINCOLN
WESLACO, TX 78596
Telephone No. 272-8954

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,294 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
JADELYNN LOT 6 BLK 2

LOCATION: 0 FM 88 & MILE 14 N.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $83,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTYS SETBACKS & REG.
FRONT 25' REAR 30' SIDES 10' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 11/15/12

Approved by: Jonathan Tristan — Date: 11/07/12

Signature of Owner or Applicant — Date: 11/15/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0150 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.

Doc #55376

131224|YA
VLTC

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 19, 2012

Grantor: **MARY L. CRUZ, a single person**

Grantor's Mailing Address (including county): P. O. Box 1176
Edcouch, Texas 78538
Hidalgo County, Texas

Grantee: **JUAN E. ESQUIVEL, JR., a married person**

Grantee's Mailing Address (including county): 316 N. Sathire / 1913 N. Lincoln
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a First-Lien note of even date that is in the principal amount of Eighty-eight Thousand and 00/100 Dollars ($88,000.00) of which Twenty-seven Thousand and 00/100 Dollars ($27,000.00) is part purchase money. The Note is executed by JUAN E. ESQUIVEL, JR. and DARLENE L. ESQUIVEL, payable to the order of BANK OF SOUTH TEXAS and is secured by a vendor's lien retained in favor of BANK OF SOUTH TEXAS in this deed and by a Deed of Trust of even date, executed by JUAN E. ESQUIVEL, JR. and spouse, DARLENE L. ESQUIVEL to DARRYL K. LEMKE, Trustee.

Property (including any improvements):

All of Lot 6, Block 2, JADELYNN SUBDIVISION, an Addition to the City of Elsa, Hidalgo County, Texas, according to the map recorded in Volume 32, Page 31A, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in all walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the water and irrigation district; taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for the current and subsequent 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, and exceptions to conveyance and warranty, grants, sells, transfers and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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

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

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

Mary L Cruz
MARY L. CRUZ

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 19 of October, 2012, by MARY L. CRUZ.

Rudolfo Guerrero
Notary Public, State of Texas

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

AFTER RECORDING RETURN TO:
JUAN E. ESQUIVEL, JR.
316 N. Sathire / 1913 N. Lincoln
Weslaco, Texas 78596

PREPARED BY:
The Alvarado Law Firm
4757 S. Jackson Rd., Ste. 103
Edinburg, Texas 78539
File/GF: 131224

County of Hidalgo

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

On-Site Sewerage Inspection Report

Owner: [illegible] Permit #: 49355

Address: [illegible] Phone #:

Location: [illegible] No. Bedrooms: 3

Tank Type: Concrete

Inside diameter: 5'

Inside length of sides: 5'

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

Airspace (approximately): 24"

Approximate gallon cap.: 1,500 gal

Drain Field: Trench ____ Bed: ____ Evapotranspiration: ____

Distance from private well: N/A

Distance from foundation: To tank: 10' To drainfield: 22'

Distance from property line: To tank 5' To drainfield: 12'

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

Backfill material: lb: ____ II: ____ III: ____

Dimensions: 100' X 5' = 500 Sq. Ft.

Gravel: Natural: ____ Crushed: ____ Washed: ✓

Amount: 11.0 yards, or Tons (per installation)

Pipe: Type: PVC Brand (if known): ____ Number of feet: 492

General conditions and Workmanship:

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

Installer: J. M. Gonzalez License No.: 1350

Remarks: ____

Inspector: [signature] Date: Feb 4-3-2013

D.R. Lic. # [illegible]

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: 1-9623

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: Yesenia Cano

Address: 6505 Jesse St.
Donna, TX 78537

Phone: 351-0680

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:

Goolie Meadows #1 lot # 90 ,

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 5/29/07);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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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: 1-9623

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: Yesenia Cano

Address: 6605 Jesse St.
Donna, TX 78537

Phone: 351-0680

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

Gladiz Meadows ph. #1 lot # 96

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: 12/27/12

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:

1/14/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9623
Dec. 27, 2012

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

G5975-01-000-0096-00

[1] OWNER: VASQUEZ, MICHAEL

403 JALAPENO ST
DONNA TX, 78537
Telephone No. 351-0680

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 784 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
GOOLIE MEADOWS #1 LOT 96

LOCATION: 0 EARLING & GOOLIE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $4,500

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACK & REGULATIONS
SETBACK FRONT:25' REAR:35' SIDE:6' CORNER:15'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

Prepared by — Date 12/27/12

Approved by — Date 10/1/12

Signature of Owner or Applicant — Date 12/27/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0428C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: **May 11, 2010**

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

Grantor's Mailing Address (including county):

2614 Freddy Gonzalez
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee:

Name 1: **Michael Vasquez**
Name 2: **Yesenia Cano Chavez**

Mailing Address:

403 Jalapeno Drive
Donna, TX 78537
Hidalgo County, TX

Phone Number 1: **(956) 351-0680**
Phone Number 2: **(956) 351-8837**

Social Security Number:
Grantee 1:
Grantee 2:

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-one Thousand Four Hundred and no/100 ($31,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan Monroe, Trustee.

Property (including any improvements):

Lot Number(s) 96, Goolie Meadows Phase I, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 53, Page 76-78, Map Records, Hidalgo County, Texas.

SAVE AND EXCEPT, Grantor reserves for Grantor and for Grantor's heirs, successors, and assigns forever, a reservation of all Grantor's oil, gas and other minerals in and under and that may be produced from the Property.

Reservations from and Exceptions to conveyance and Warranty:

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

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

RCI Development-Wisconsin, Ltd

By: RCI Development, LLC, General Partner

Manager

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 13 day of MAY, 2010, by Tim Gearhart, MANAGER of RCI DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said limited liability company, and the limited liability company acknowledged this instrument as General Partner on behalf of RCI Development-Wisconsin, Ltd, a Texas Limited Partnership.

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

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 1-9669

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: Graciela Hendez

Address: 484 Andrew st
Alamo Tx 78516

Phone: 956-533-26-47

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: LA Frontera Est. #3 Lot #23,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/1/09);

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

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

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

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9669

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: Graciela Hernandez

Address: 484 Andrew st
Alamo tx 78516

Phone: 956 533-26-47

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

LA Frontera Est #3 lot #23

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Graciela Hdez
Requesting Party (Signature)

1/23/13
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:

1/17/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9669
Jan. 17, 2013

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

F7550-03-000-0023-00

[1] OWNER: HERNANDEZ, ESTEBAN

484 ANDREW ST
ALAMO TX, 78516
Telephone No. 533-2647

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,400 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LA FRONTERA PH #3 LOT 23

LOCATION: 0 VALVERDE & MOORE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $30,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 15' SIDES 7' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 1/17/13

Jonathan Isidro
Approved by — Date: 1/16/13

Signature of Owner or Applicant — Date: 01-17-2013

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.

DEED OF TRUST

Date: April 14, 2009

Grantor: Esteban Hernandez and Graciela Hernandez
Grantor's Mailing Address (including county):
484 Andrew Street
Alamo, Texas 78516
Hidalgo County, Texas

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

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

P.O. Box 936
Donna, Texas 78537

Note:

Date: April 14, 2009
Amount: Twenty-Seven Thousand and 0/100 Dollars ($27,000.00)
Maker: Esteban Hernandez and Graciela Hernandez
Payee: Rio Valley Properties, Inc., a Texas Corporation

Property (including any improvements):

Lot(s) 23, La Frontera Estates Phase III, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 1984899.

Other Exceptions to Conveyance and Warranty:

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

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

Grantor and Beneficiary covenant and agree as follows:

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

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

Esteban HB
Esteban Hernandez

Graciela Hdez
Graciela Hernandez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 14th day of April, 2009, by Esteban Hernandez.

REBECCA ACEDO NOTARY PUBLIC STATE OF TEXAS EXPIRES 8-10-2012

Rebecca Acedo
Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 14th day of April, 2009, by Graciela Hernandez.

REBECCA ACEDO NOTARY PUBLIC STATE OF TEXAS EXPIRES 8-10-2012

Rebecca Acedo
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

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

ReMerge-It

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Eduardo Guerra	4-12035
2.	Robert Alaniz	4-12051
3.	Alfonso Garcia	4-11777
	COMM. COURT: January 29, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12035

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
	—	Pending
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Eduardo Guerra

Address: 15520 Mile 19
Edinburg, TX 78542 (Physical Address)

Phone: 956 328 5805

Water Supplier: North Alamo Water

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10032789428131955

[✓]Temporary Pole [ ] Permanent Service

regarding the land described as:

Evergreen Valley Est. Ph. 3 Lot # L-45 ,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 04-14-97)

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

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 Robert Leonard 11/16/13);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Robert Leonard 11/18/13);

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

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: 4-12035

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: Eduardo Guerra

Address: 15520 Mile 19
Edinburg, TX 78542

Phone: 956 328 5805

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

Evergreen Valley Est. Phase 3 L-45

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X _____
Requesting Party (Signature)

01/14/2013
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:

01/23/13
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.

2230574

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: April 28, 2011

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

Grantee: Eduardo Guerra
Grantee's Phone Number: (956) 328-5805
Grantee's Mailing Address (including county):
PO Box 52
La Blanca, Texas 78558
Hidalgo County, Texas

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

Property (including any improvements):

Lot(s) 45, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and
14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 4/28/2011, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

ROGELIO MONTERO
MY COMMISSION EXPIRES
February 21, 2015

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

Filed for Record in:
Hidalgo County
On: Aug 09,2011 at 04:20P
Document Number: 2235729
Total Fees : 20.00
As a Record
Arturo Guajardo Jr.
County Clerk
By: Deputy
Marbella Rodriguez
Recorded Date: 08/09/2011
Recorded Number - 1215281
By: Marbella Rodriguez, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12035
Jan. 10, 2013

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

E8250-03-000-0045-00

[1] OWNER: GUERRA, EDUARDO

15520 MILE 19
EDINBURG, TX. 78542
Telephone No. 328-5805

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,624 Sq. Ft.

[6] USE OF BUILDING: NEW-RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3 L-45

LOCATION: 0 MILE 19 & SUNFLOWER

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $80,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH AL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-50' REAR-60' SIDES-6'

Rodolfo Rios — Prepared by — 1-10-13 Date

Rodolfo Rios — Approved by — 1-7-13 Date

Signature of Owner or Applicant — 1-10-13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 0325-D

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12051

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: ROBERT ALANIZ

Address: 9330 CARMEN AVILA RD.
EDINBURG, TX

Phone: 457-0074

Water Supplier: —

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

Account/ESI No.: —

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
J.J. AVILA SUBDIVISION PHASE I LOT #1 ,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-22-05);

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

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 1-16-13 (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; 1-16-13 (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.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: 4-1205

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: ROBERT ALANIZ

Address: 9330 CARMEN AVILA RD.
EDINBURG, TX

Phone: 457-0074

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

J.J. AVILA SUBDIVISION PHASE I LOT 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Robert Alanis — Requesting Party (Signature)
1/16/13 — 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:

01/23/13 — **Date**

_____ — **County Official**

2356684

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.

General Warranty Deed

Date: March 20, 2012

Grantor: NORMA HILDA GARCIA PEREZ, a single person

Grantor's Mailing Address: 9330 Carmen Avila (N. Alamo Rd.)
Edinburg, Texas 78540
Hidalgo County

Grantee: JOSE JUAN AVILA AND ROBERT ALANIZ

Grantee's Mailing Address: P.O. Box 4117
Edinburg, Texas 78540
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):
LOT 1, J. J. AVILA SUBDIVISION, PHASE I, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 47, PAGE 151, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty:
SUBJECT TO:

ALL OIL, GAS, AND OTHER MINERAL RESERVATIONS OF RECORD, IF ANY;
ALL OIL, GAS LEASES AND DRILLING AGREEMENTS OF RECORD, IF ANY;
EASEMENTS OF RECORD, IF ANY;
EASEMENTS AND CONDITIONS AS MAY BE CONTAINED IN PLAT OF SAID SUBDIVISION, IF ANY;
EASEMENTS, RIGHTS, RULES, AND REGULATIONS IN FAVOR OF PERTAINING WATER DISTRICT, IF ANY;
ALL VISIBLE EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
ALL AD VALOREM TAXES FOR THE YEAR 2012 AND ALL SUBSEQUENT YEARS.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any 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 and Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

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

N. Garcia Perez
NORMA HILDA GARCIA PEREZ

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 18 day of July, 2012, by NORMA HILDA GARCIA PEREZ.

LILIA AREVALO
Notary Public
STATE OF TEXAS
My Comm: Exp. 08-07-2013

Lilia Arevalo
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
JOSE JUAN AVILA AND ROBERT ALANIZ
P.O. Box 4117
Edinburg, Texas 78540

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF# ALANIZ;LA/rs

2012-113

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12051
Jan. 16, 2013

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

J1818-01-000-0001-00

[1] OWNER: AVILA, JOSE JUAN & ROBERT

9330 CARMEN AVILA RD.
EDINBURG, TX. 78539
Telephone No. 457-0074

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
06- RES.ADD./RENOVATIONS ECT.

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
JJ AVILA LOT 01

LOCATION: 0 2812 & CARMEN AVILA

[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 WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:50' BACK: 50' SOUTH SIDE:6' NORTH SIDE:10'
18" ABOVE STREET.

Prepared by — Date: 1-16-13

Approved by — Date: 1-14-13

Signature of Owner or Applicant — Date: 1/16/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

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

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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: 4-11777

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: Alfonso Cantu

Address: 1814 E Jour
Edinburg Tx

Phone: 956-587-9673

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing OSSF
Date Approved:	/ /	1 / 23 / 13

Water Supplier: N/A

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

Account/ESI No.: # 210791-002

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Texas Station #2 Lot #215

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-25-07);

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

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

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

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

_____ Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11777

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

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

PARTY MAKING REQUEST:

Name: Alfonso A. Garcia

Address: 16308 FM 2812
EDINBURG TX 78542

Phone: 956-588-9673

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

Texas Station # 2 Lot #215

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) — 1-23-13 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:

01/23/13
Date

County Official

RE: Lot 215, Texas Station Subdivision Phase II, Hidalgo County, Texas, V 54, Pgs 53-55, Map Records

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

Special Warranty Deed with Vendor's Lien

1. Date: June 21, 2012

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

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

4. Grantee: ALFONSO ALEJOS GARCIA

5. Grantee's Mailing Address: 814 E. Iowa Rd. Edinburg, Hidalgo County, Texas 78539

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 TWENTY THREE THOUSAND NINE HUNDRED AND NO/100THS DOLLARS ($23,900.00) 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 note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Alan Monroe, Trustee.

7. Property: Lot Two Hundred Fifteen (215), Texas Station Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 54, Pages 53-55, Map Records of Hidalgo County, Texas;

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

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   C. Anything an on-the-ground A-1 survey would reveal.
   D. The taxes for the year 2012 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

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

10. Prior Liens: Deed of Trust recorded under Document No. 1757621 , Official Records, Hidalgo County, Texas

RE: Lot 215, Texas Station Subdivision Phase II, Hidalgo County, Texas. V 54, Pgs 53-55, Map Records

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 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: _____
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 21ST day of June, 2012, 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 Commission Expires
July 31, 2012

(SEAL)

Notary Public, State of Texas
My Commission Expires: 7-31-2012

After Recording Return To:

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

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11777
Aug. 24, 2012

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

T2653-02-000-0215-00

[1] OWNER: ALEJOS, ALFONSO GARCIA

1814 E. IOWA RD.
EDINBURG, TX. 78539
Telephone No. 588-9673

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 380 Sq. Ft.

[6] USE OF BUILDING: MICELLANEOUS

[7] LEGAL DESC./NAME OF SUBDIVISION
TEXAS STATION #2 LOT 215

LOCATION: 0 2812 & BRUSHLINE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $700

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-50' REAR-35" SIDES-6'

Rodolfo Rios — Prepared by — 8-24-12 — Date

Rodolfo Rios — Approved by — 8-24-12 — Date

Signature of Owner or Applicant — 8-24-012 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

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

Community No.: 0325-D

Certification of Elevation Required: _____ YES ✓ NO _____ BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Horacio Gomez	3-13236
2.	Natalia Vega	3-13209
	COMM. COURT: January 29, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 3-13236

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: Horacio Gomez

Address: 9307 Sony
Haven, Mission TX
78574

Phone: 956-983-9221

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	1 1	1/8/13

Water Supplier: Agua Jvd

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: NA-10032789486410396

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Sunny HAVEN EST Lot-41,

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 1/14/13);

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 Rudolph Rs);

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 Rudolph Rs);

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 Rudolph Rs);

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

Melissa Cantu 1/2/13
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 (3) 4

Application No: 3-1323

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: Horacio Gomez

Address: 9307 Sunny haven.

Mission Tx 78574

Phone: 956- 983-92-21

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

Sunny HAVEN Est Lot- 41

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Horacio Gom — Requesting Party (Signature)

1-18-13 — 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:

1/22/13 — Date

Linda Cantu — County Official

COPY

Warranty Deed with Vendor's Lien

Date: October 12, 2012

Grantor: PAIK HEE NAM, a feme sole

Grantor's Mailing Address: 4305 Sunny Haven St., Mission, Hidalgo County, TX 78572

Grantee: HORACIO GOMEZ

Grantee's Mailing Address: 3207 Diamond Ave., Mission, TX 78574

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of NINETEEN THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS ($19,250.00). 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 WAYNE PICKERING, trustee.

Property (including any improvements):

Lot 41, SUNNY HAVEN ESTATES, Hidalgo County, Texas, according to map thereof recorded in Volume 23, Page 55, Map Records of Hidalgo County, Texas.

Exceptions to Conveyance and Warranty:

Restrictions recorded in Volume 1960, Page 335 and amended in Volume 2447, Page, both in Official Records of Hidalgo County, Texas but omitting any covenant condition or restriction, if any, based on race, color, religion, sex handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

Standby fees, taxes and assessments by any taxing authority for the year 2012 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13 Texas Tax Code or because of improvements not assessed for a previous tax year.

Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 6.

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

Oil and gas lease dated November 21, 1981 from CNG Producing Company to Tom L. Hail, et al

corded in Volume 410, Page 467, Oil and Gas Lease Records of Hidalgo County, Texas and amendment dated November 1, 1983 recorded in Volume 1922, Page 840, Official Records of Hidalgo County, Texas, title to said lease not checked subsequent to date of aforesaid instrument.

All oil, gas, and other minerals reserved in deed recorded in Volume 852, Page 557, and Volume 1379, Page 440, Official Records of Hidalgo County, Texas, title to said instrument not checked subsequent to date of aforesaid instrument.

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.

PAIK HEE NAM

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on October 12, 2012, by PAIK HEE NAM.

Roberto A. Guerrero
Commission Expires
03-16-2016

Notary Public, State of Texas
My commission expires:

Chapter 232 Texas LGC Application

APPLICATION NO:
3-13236
Jan. 18, 2013

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

S7160-00-000-0041-00

[1] OWNER: HORACIO GOMEZ
3207 DAMIAN AVE

MISSION TX 78572-8811
Telephone No. 483-9221

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,176 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
SUNNY HAVEN ESTATES LOT 41

LOCATION: 0 BENTSON & OLD-83

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $22,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-15' SIDES-6'

Rodolfo Ruiz — Prepared by — 1-18-13 — Date

x Roy Cantu — Approved by — 11-2-12 — Date

x Horacio Gomez — Signature of Owner or Applicant — x 01/18/13 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 480338 Pct: 0

Community No.: 0400-C

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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: 3-13209

1/9/13

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: Natalia Vega

Address: 11601 Mile 6 1/2 RD
International Village Lot 11
1604 800

Phone: (956) 874-7860

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

Water Supplier: Sharyland

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

Account/ESI No.: 060085 270401-001

[ ] Temporary Pole [V] Permanent Service

regarding the land described as:

International Village Lot 11

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 6/26/95);

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

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

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

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

1/16/13

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____

Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 3-13209

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: Natalia Vega

Address: 11601 Mile 6 1/2 RD.
International Village Lot 2
160480

Phone: 956 874-7860

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

International Village Lot 11

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Natalia Vega — Requesting Party (Signature)

1/10/13 — 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:

1/16/13 — Date

Mary Cantu — County Official

RECEIVER'S DEED

WHEREAS, the United States District Court for the Southern District of Texas, in a civil action titled United States of America v. Carlos Mendoza, et al, Civil No. M-10-194, having on October 12, 2010, issued a final judgment and ordered the property sold for the foreclosure of the United States' federal tax liens, which have attached to the real property with the legal description as follows:

> Lot(s) 11, International Village Subdivision, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 31, Page 110, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

WHEREAS, the Court having on August 2, 2011 appointed W.D. Moschel as Receiver, to take custody of the real property, and

WHEREAS, the Court having by Order dated November 16, 2012 approved the sale of the real property to Natalia Vega in exchange for the sum of $25,000.00, and the Court having authorized and directed W.D. Moschel, to convey the real property to Natalia Vega by this deed; and

NOW KNOW YE, THAT RECEIVER W.D. Moschel, pursuant to the authority and direction given to him, does hereby bargain, sell, transfer and convey to Natalia Vega, all of the right, title, claims, and interest in the above-described real property to have and to hold, with appurtenances thereto, by Natalia Vega, and her heirs and assigns, forever, for their own use and disposition.

Said premises are conveyed to Natalia Vega, free and clear of any of the rights, titles, claims or interests of the United States of America, Carlos Mendoza, Perla Mendoza, Sylvia Benitez, Antonio Benitez, Jr., Texas Tax Loans (dba Rio Tax Loans), and Receiver Bill Moschel, subject to any sums which may be due for municipal property, water or sewer taxes, or any special use charges or assessments, and subject to all laws, ordinances and governmental regulations affecting said premises, and any easements and restrictions appearing of record, if any.

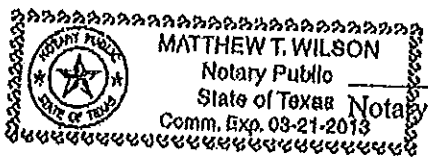
I have hereunto set my hand and seal, this 14 day of DECEMBER, 2012

W.D. Moschel
(Receiver)

STATE OF TEXAS,
COUNTY OF HIDALGO

On this date DECEMBER 14, 2012, W.D. Moschel personally appeared before me and acknowledged this deed instrument.

14 day of DECEMBER, 2012



Notary Public

Return to:

Document prepared by Curtis C. Smith, Trial Attorney, Tax Division, U.S. Department of Justice, 717 N. Harwood, Suite 400, Dallas Texas, 75201, Telephone :(214) 880-9734.

Chapter 232 Texas LGC Application

APPLICATION NO:
3-13209
Jan. 9, 2013

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

I6048-00-000-0011-00

[1] OWNER: VEGA , NATALIA

6 1/2 & LOS EBANOS RD
MISSION TX 78574-9632
Telephone No. 874-7860

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
30-RESIDENTIAL/ ADD. & RENOVATIONS
[5] SIZE OF STRUCTURE: 476 Sq. Ft.

[6] USE OF BUILDING: SMALL TEMP HOUSE

[7] LEGAL DESC./NAME OF SUBDIVISION
INTERNATIONAL VILLAGE LOT 11
ZONE X-30

LOCATION: 0 6 1/2 & LOS EBANOS

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $5,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
F50 R 35 NORTH 25 WEST 15

Prepared by — Date: 1/9/12

Approved by — Date: 1/9/12

Signature of Owner or Applicant: Natalio Vega — Date: _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 3

Community No.:_____

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

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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-36628 **6. A.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 plan hardship withdrawal requests for employee #148598 & #069507

BACKGROUND

Attachments

FORM

Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 02:59 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Monica Badillo Started On: 01/24/2013

Final Approval Date: 01/25/2013

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name Cynthia Denise Sandoval Enrollee # 148598

Participant Name [redacted]

Address 716 [redacted] Mission,

Social Security No. [redacted] Daytime Phone No. [redacted]

SECTION I – Hardship Request

I understand that this withdrawal is for financial hardship only. I certify that the withdrawal is necessary to satisfy my financial need. I understand that all distributions, other than hardship, and all other non-taxable withdrawals from me under the Plan, and all other non-taxable withdrawals from the Company. I understand that this withdrawal is 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 $ 1,442.68 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? _____ 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 _____ Date 1-23-2013

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan Employer #069507

Participant Name [redacted] arcia

Address 1311 N. [redacted] 78573

Social Security No. [redacted] ytime Phone No. [redacted]

SECTION I – Hardat

I understand that this wi[redacted] to financial hardshi[redacted] the withdrawal is neces[redacted] avy financial need. distributions, other than [redacted] hip, and all other n[redacted] me under the Plan, as well as all [redacted] the Company. I u[redacted] 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 $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

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

I hereby request a hardship withdrawal from my account. I 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 01/24/13

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

AI-36417 **7. A.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Maria Figueroa, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
H4100.00.000.0010.00	First National Bank	$ 35,135.98
H4100.00.000.0010.00	First National Bank	$ 3,441.17
P9280.02.000.0054.00	First American Real Estate Tax Service	$ 2,600.00
V4340.11.000.0015.00	Tejas Advantage LLC	$ 3,308.81

BACKGROUND

Attachments

First National

Form Review

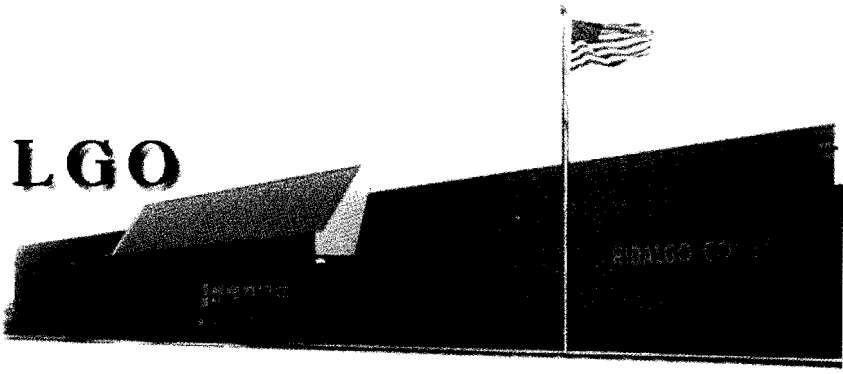
Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 10:41 AM
Roland Garcia	Rolando Garcia	01/18/2013 10:05 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Maria Figueroa Started On: 01/15/2013 05:55 PM

Final Approval Date: 01/25/2013

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

January 15, 2013

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,

Pablo (Paul) Villarreal, Jr., RTA

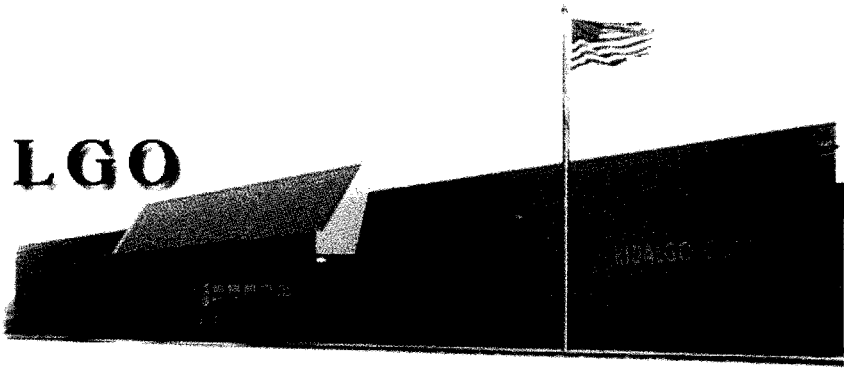
mgf

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
H4100.00.000.0010.00	First National Bank	$35,135.98
H4100.00.000.0010.00	First National Bank	$3,441.17
P9280.02.000.0054.00	First American Real Estate Tax Service	$2,600.00
V4340.11.000.0015.00	Tejas Advantage LLC	$3,308.81

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CACERES CIRO & ESTELA C/O MA ESTELLA CACERES (PAID BY: FIRST NATIONAL BANK)

Present mailing address *(number and street)*
P.O. BOX 158

City, town or post office, state, ZIP code
ELSA, TX 78543

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): HOLLINGSWORTH ADDITION FT 596 W100 LOT 10

Step 2: Describe the property

Address or location of property:

194249

Account number of property:
H4100.00.000.0010.00

OR

Tax receipt number:
16277046

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	05/19 / 2010	$	$ 3,630.21
2.	2008	/	$	$ 4,680.21
3.	2007	/	$	$ 3,963.35
4.	2006	/	$	$ 4,789.98
5. TOTAL	↓	/	$	$ ↓ CON'T.

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT#194249

REFUND BACK TO FIRST NATIONAL BANK.

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund: 11-13-12

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 11-26-12 PM 12-7-12 1/9/13

sign here — Authorized officer

Date: 1/9/13

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, Tax code)*

sign here

Date: 11-20-12

12/21 11/20

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CACERES CIRO & ESTELA C/O MA ESTELLA CACERES (PAID BY: FIRST NATIONAL BANK)

Present mailing address *(number and street)*
P.O. BOX 158

City, town or post office, state, ZIP code	Phone *(area code and number)*
ELSA, TX 78543	

Legal description (or attach copy of the tax bill or tax receipt): HOLLINGSWORTH ADDITION FT 596 W100 LOT 10

Step 2: Describe the property

Address or location of property:

194249

Account number of property: H4100.00.000.0010.00

Tax receipt number: OR 16277046

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2005	05/19 / 2010	$	$ 5,297.37
2.	2004	/	$	$ 5,490.86
3.	2003	/	$	$ 5,766.90
4.	2002	/	$	$ 1,517.10
5. TOTAL		/	$	$ 35,135.98

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT#194249

REFUND BACK TO FIRST NATIONAL BANK.

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: [signature] — Date of application for tax refund: 11-13-12

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 11-30-12

sign here — Authorized officer — Date

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — [signature] — Date: 11-20-12

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CACERES CIRO & ESTELA C/O MA ESTELLA CACERES (PAID BY: FIRST NATIONAL BANK)

Present mailing address *(number and street)*
P.O. BOX 158

City, town or post office, state, ZIP code
ELSA, TX 78543

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): HOLLINGSWORTH ADDITION FT 596 W100 LOT 10

Step 2: Describe the property

Address or location of property:

194249

Account number of property: H4100.00.000.0010.00

OR 18203588 Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	02/17 / 2011	$ 3,441.17	$ 3,441.17
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3,441.17

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT#194249

REFUND BACK TO FIRST NATIONAL BANK.

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature — Date of application for tax refund: 11-13-2012

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.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 11-30-12 / OM 12-7-12 1/9/13

sign here — Authorized officer — Date: 1/9/13

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 11-15-12

12/21 11/20

(Extra) COPY

100619782

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: 12/15/2009

FINAL NOTICE
AUG 16 2011

Account Number
P9280-02-000-0054-00
Legal Description of the Property
PUEBLO DEL NORTE PH 2 LOT 54
2811 OBLATE AVE
519753

FIRST AMERICAN
--
8435 N STEMMONS FREEWAY
DALLAS , TX 75247--390

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 12-17-12

2009 OVERAGE AMOUNT $2,600.00

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 48: MISSION CISD, 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.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to

Name: Owen Financial Corporation
Address: 1661 Worthington Rd, #100
City, State, Zip: West Palm Beach FL 33409
Daytime Phone No.: 561 682-8600 E-Mail Address:

Step 2. Provide payment information.
Please attach copies of cancelled checks or original receipts for all cash payments you made.

Payment made by	Check No	Date Paid	Amount Paid
Owen Financial Corp		11/13/09	7,811.64
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.

Please check one of the following:

- [ ] I paid this account in error and I am entitled to the refund.
- [x] 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) DATE 12/4/12

AUDITORS USE ONLY: [x] Approved [ ] Denied By: _____ Date: 1/4/13

TAX OFFICE USE ONLY: [x] Approved [ ] Denied By: _____ Date: 12/11/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

1.104 12/04

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
FELIX GARCES/NORA SALAZAR CRUZ ✱ PAID BY: TEJAS ADVANTAGE LLC ✱

Present mailing address *(number and street)*
8816 CARMEN AVILA RD 8407 Bandera Rd #141

City, town or post office, state, ZIP code
EDINBURG, TX 78539 SA TX 78250

Phone *(area code and number)*
210-798-8778

Legal description (or attach copy of the tax bill or tax receipt): VISTA BONITA #11 LOT 15

Step 2: Describe the property

VISTA BONITA #11 LOT 15

Address or location of property: 1115 VISTA BONITA

602510

Account number of property: V4340.11.000.0015.00 OR Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2011	06-29 / 2012	$ 647.52	$ 647.52
2.	2010	06-29 / 2012	$ 843.63	$ 843.63
3.	2009	06-29 / 2012	$ 925.29	$ 925.29
4.	2008	06-29 / 2012	$ 892.37	$ 892.37
5. TOTAL		/	$	$ 3308.81

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT 602510

(V4340.11.000.0015.00)

JN

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature ✱ Date of application for tax refund 11/27/12 ✱

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

COUNTY AUDITOR'S OFFICE
DATE: 01-2-13

sign here ➡ Authorized official Date 1/9/13

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* Date 12/21/12 ✱

AI-36388 **8. A.**

CC CONSENT

Meeting Date: 01/29/2013

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

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal's:
Approval to pay 2013 annual membership dues to the Rio Grande Valley Firemen's & Fire Marshals' Association in the amount of $ 100.00 (Req # 228805) for Hidalgo County Fire Marshal, Juan Martinez; with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-422-10-300-001-0-810

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

BUDGETARY IMPACT:

Funds available in Requisition #228805 as of 01/23/2013.

Attachments

RGVFFA.2013 Membership

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/15/2013 10:07 AM
Ana Galvan	Ana Galvan	01/23/2013 02:46 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Yolanda Orozco Started On: 01/15/2013 09:01 AM

Final Approval Date: 01/25/2013

Requisition

Req # 00228805

PO #

Date: 01/08/13

Bill To: x
x

Vendor : 348112
RGVFFMA
252 E HOLLOWAY
RAYMONDVILLE TX 78580

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	Juan Martinez, Fire Marshal membership dues for January 1, 2013 to December 31, 2013.	100.00	100.00
		Account No	Encumbrance	
		3-1100-422-10-300-001-0-810	100.00	
			Freight	.00
			Total	100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Rio Grande Valley Firemen's and Fire Marshals' Association
252 E Holloway
Raymondville, Texas 78580
956.642.7115

RECEIVED
DEC 17 2012
Hidalgo County
Fire Marshal's Office

Dues Notice/Invoice
January 1 - December 31, 2013

Hidalgo County Fire Marshal
1615 S Closner Suite H
Edinburg TX 78539

District Membership Dues $100.00

Verify and/or provide the above address information is correct to ensure our records are current.

Provide a current telephone number: 956.239.1180
E-Mail address: juan.martinez@co.hidalgo.tx.us

PLEASE COMPLETE THE PAYMENT INFORMATION BELOW

Date:_____ Check #:_____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Juan Martinez, do hereby state that membership in the Rio Grande Valley Firemen's & Fire Marshals' Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that RGVFFMA is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 1/9/13
TITLE: Fire Marshal

Before me Rosa N. Luna, a Notary Public, appeared Juan Martinez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

SEAL
ROSA N LUNA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-26-2014

Rosa N. Luna
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

AI-36593 **9. A.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Worker's Compensation Fund (2202)
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of January 1-15, 2013 in the amount of $ 55,597.56 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Org

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/23/2013 04:43 PM
Dale Kennan	Dale Kennan	01/25/2013 09:45 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Flora Vazquez Started On: 01/23/2013 04:03 PM

Final Approval Date: 01/25/2013

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

January 16, 2013

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 90824

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 1/1-1/15/13 (Check#512717-512872) are in accordance with our contract with Hidalgo County County Exhibit A, dated July 1st	55,597.56
TOTAL CURRENT CHARGES	$ 55,597.56
Previous Balance Due	$112,512.55

Payments and Credits

01/09/13	Payment received - thank you	70,560.24CR
01/11/13	Payment received - thank you	41,952.31CR
	Total Payments and Credits	$112,512.55CR
	Total Balance Due	$ 55,597.56

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 1/1-1/15/13

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
					Alternate Organization 1 Total: 1					35.66
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total: 83					10,541.51
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total: 223					45,020.39
					Grand Total: 307					55,597.56

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: January 1-15, 2013 .

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 $ 55,597.56 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 01/01-15/2013

(Check# 512717-512872)

1). Hidalgo County	$ 45,020.39	
2). Hidalgo County Headstart Program	$ 10,541.51	
3). Community Service Agency		
4). Drainage District #1	$ 35.66	$ 55,597.56

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 January 29, 2013 .

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) $ 94,402.44

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.

Flora Vazquez — 01/23/2013
Employee Benefits Director — Date

01-23-2013
Budget Officer — Date

Commissioner's Court Approval — Date

AI-36468 **10. A.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Planning Dept.:
Authorization and approval to deactivate wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-611 with awarded vendor SPRINT for the following:

Employee Name:	Employee ID:	Plan Description:	MDN:
Tomas J. Arredondo	105899	Simply Business Plan @ $89.99	956-225-5223

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
Savings for county

Attachments

Request Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 04:31 PM
Dale Kennan	Dale Kennan	01/17/2013 10:13 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Griselda Salazar Started On: 01/16/2013 03:58 PM

Final Approval Date: 01/25/2013

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE (956)225-5223 (SPRINT)

Office Use / Employee: TOMAS J. ARREDONDO Employee ID# 105899 Signature: [signature]

Department: PLANNING Dept#: 210

Quantity: 1

Service: $[redacted]/mo (x) [redacted] months = [redacted] Account: [redacted]532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: [redacted] **Requisition Number:** [redacted]

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] Tomas J. Arredondo 1-14-13

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 1/15/13

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Sprint Service

Commissioner's Court Action: **Commissioner's Court Date:** 1/29/13

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-36193 **11. A.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

County Court at Law #5:

Requesting authority to enter into a 36-month new (capital) lease copier for a WorkCentre 3550X through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Court at Law #5 through Requisition #217507 in the total amount of $93.48/month, effective upon approval.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/24/2013 10:37 AM
Budget & Management	Obdett Calzada	01/24/2013 10:42 AM
Ivan Cantu	Ivan Cantu	01/24/2013 02:01 PM
Purchasing Department	Marty Salazar	01/25/2013 02:31 PM
Ivan Cantu	Ivan Cantu	01/25/2013 04:11 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Matilde Faz Started On: 01/07/2013 09:23 AM

Final Approval Date: 01/25/2013

AI-36455 **11. B.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Tax Office:

Requesting authority to purchase fax service agreement through a purchase order with company's response as to acceptance of purchase order not executed agreement, with Copy Graphics through Requisition # 228900 for the following: Total of $125.00/month per year for (2) Panasonic UF-585.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1100-415-15-140-001-0-432

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

BUDGETARY IMPACT:

Req#228900 available for Copy Graphics, Inc $250.00

Attachments

LEGAL LETTER

REQUISITON

AGREEMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/16/2013 03:44 PM
Roland Garcia	Rolando Garcia	01/18/2013 09:46 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM
Form Started By: Lisa Vela		Started On: 01/16/2013 02:09 PM

Final Approval Date: 01/25/2013

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 24, 2012 7:44 AM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The term on the reverse side must be deleted and the following inserted in lieu ot the deleted paragraph: The term of this agreement shall be a period of one year commencing on---------- and ending on----------unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice

Requisition

Req # 00228900

PO #

Date: 01/08/13

Bill To: x
x

Vendor : 78174

COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX COLLECTION
956-289-7472

Contract No:

Special Instructions:
C-21

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	MAINTENACE SERVICE AGREEMENT FOR FAX MACHINE SERIAL: 1001100906 MODEL: PANASONIC: UF-585 LOCATED AT THE TAX OFFICE 2804 S BUS HWY 281 COMMENCING ON 01/23/2013 TO 01/22/2016 FOR 36 MONTH LEASE	125.00	125.00
1.00	YEAR	MAINTENACE SERVICE AGREEMENT FOR FAX MACHINE SERIAL: 13010200161 MODEL: PANASONIC UF-585 LOCATED AT 2804 S BUS HWY 281 COMMENCING ON 01/23/2013 TO 01/22/2016 FOR 36 MONTH LEASE	125.00	125.00
		Account No	Encumbrance	
		3-1100-415-15-140-001-0-432	250.00	
			Freight	.00
			Total	250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

ORIGINAL

copy graphics

228900

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co. Tax Office Cust# 1370

Physical Address 2804 S. 281 Business Hwy Billing Address PO Box 178

City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78539

Phone/Fax 956-289-7472 / 956-318-2733 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Panasonic UF-585 Serial: 13010200161

Options: _____ Serial: _____

Rate: $ 125.00 per year.

Effective dates of agreement from 01/23/2013 to 01/22/2016.

***to be billed yearly**

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be bi nding upon Copy Graphics, Inc. Pri ces are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

_____ County Judge

Authorized Signature Title

Hon. Ramón Garcia

Print Name

Ana Escobar

Copy Graphics, Inc. Representative

_____

Date

Fax Plan Terms And Conditions

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: The term of this agreement shall be a period of one year commencing on 01/23/2013 to 01/22/2016 unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Fax service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps; m) connected products such as computer, printer, software or network-related failures, programming, or training; n)license and/or installation fees for any renewal or upgrade of any and all software installed on unit; 0) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

ORIGINAL

copy graphics # 228900

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co. Tax Office Cust# 1370

Physical Address 2804 S. 281 Business Hwy Billing Address PO Box 178

City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78539

Phone/Fax 956-289-7472 / 956-318-2733 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Panasonic UF-585 Serial: 1001100906

Options: _____ Serial: _____

Rate: $ 125.00 per year.

Effective dates of agreement from 01/23/2013 to 01/22/2016.

***to be billed yearly**

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

_____ County Judge

Authorized Signature Title

Hon. Ramón Garcia

Print Name

Ana Escobar

Copy Graphics, Inc. Representative

_____

Date

Fax Plan Terms And Conditions

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

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HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

AI-36437 **11. C.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County(all funding sources)-Traffic Road Signs & Other Related Misc. Equipment" Bid No. 2013-013-00-00-SMA including the re-advertising of project in the event no bids received and/or rejection of responses received and project is still required.

BACKGROUND

1.)Draft Contract Document form was previously reviewed & modified by by legal counsel on 01/14/13
2.) Proposed Schedule of Events:
1st Advertisement: February 02, 2013
2nd Advertisement: February 09, 2013
Bid Opening Date: February 20, 2013

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: Countywide obj. 431, 432, 613 & 679

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

BUDGETARY IMPACT:

This is a countywide contract. Supplies are purchased on an "as needed basis". For the most part, the main user departments for this contract are Facilities Management & the Precincts.

Please refer to attached expense report for funding availability as of 1-18-13 for obj. codes 431, 432, 613 & 679

Attachments

Memos, Legal Notice, Draft contract

Co. Wide Exp. Report as of 1-18-13

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2013 04:46 PM
Budget & Management	Obdett Calzada	01/16/2013 04:56 PM
Ivan Cantu	Ivan Cantu	01/18/2013 08:56 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Sandra Montalvo Started On: 01/16/2013 11:19 AM

Final Approval Date: 01/25/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

RECEIVED JAN 04 2013 By

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSON**

FROM: Sandra Montalvo, Buyer II SMA
Hidalgo County Purchasing Department

DATE: January 4, 2013

RE: **Approval or Disapproval of Specifications for:** ***Bid No. -2013-013-00-00-SMA- Hidalgo County (ALL FUNDING SOURCES) TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT***

Please review the **CURRENT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	**DISAPPROVE** ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

Other (specify)_____

Departments Budget Account: 3-1100-419-40-220-001-0-431

AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**
	Daniel Flores	Fleet/Res/Manager	01/04/13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, FRIDAY , JANUARY 14, 2013 @ 10:00 a.m.

Enclosures

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(956) 318-2626/ Fax: (956) 318-2629

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If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☒	**DISAPPROVE** ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: _X_ Yes / _____ No / _____

Other (specify) _____

Departments Budget Account: 3-1200-431-00-122-006.0-613/679

Ricardo Cuellar	Ricardo Cuellar	R&B-Parks-Station	1/7/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

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APPROVE ☑	**DISAPPROVE** ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

Other (specify)_____

Departments Budget Account: 3-1200-431-00-123-005-0432

	Joe M. Flores	Pct #3	1/10/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, FRIDAY , JANUARY 14, 2013 @ 10:00 a.m.

Enclosures

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2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSON.**

FROM: Sandra Montalvo, Buyer II SMA
Hidalgo County Purchasing Department

DATE: January 4, 2013

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If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	**DISAPPROVE** ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

Other (specify)_____

Departments Budget Account: 3-1200-431-00-121-005-0- 613/679 / 3-1100-452-00-121-013-0- 613/679
3-1100-432-00-121-001-0- 613/679

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	RAUL LOZANO	Prod. 1	1-9-13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, FRIDAY , JANUARY 14, 2013 @ 10:00 a.m.

Enclosures

From: Rumaldo Munoz
To: sandra.montalvo@co.hidalgo.tx.us
Subject: Traffic Bid Memo Pct. #4
Date: Friday, January 11, 2013 9:19:03 AM
Attachments: Traffic Bid.pdf

Good Morning

Attached is the Memo and notes that our Traffic Control Employee has requested be modiffied.

Thanks
Rumaldo Munoz Jr.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: January 4, 2013

RE: **Approval or Disapproval of Specifications for:** ***Bid No. -2013-013-00-00-SMA- Hidalgo County (ALL FUNDING SOURCES) TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT***

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If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE	☐	**DISAPPROVE**	☐
APPROVED WITH MODIFICATIONS	☑		

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

Other (specify) All out of area vendors must include freight charges + modifications

Departments Budget Account: 2-1200-431-00-124-007-613/679

Ramon Rodriguez	Ramon Rodriguez	Road & Bridge	1/7/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

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Enclosures

EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

SCOPE:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

SPECIFICATIONS/REQUIREMENTS:

a) Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

b) All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

c) White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

d) Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.

e) All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.

f) All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

g) Type, dimension and color of signs (both new and re-faced), accessories and supplies required are listed in Exhibit "B". **Bid Prices will be on a unit price basis.**

h) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

i) Vendor must provide an estimated delivery time for (standard) In-Stock Items and (non- standard) Not- In Stock items.

TERMS CONDITIONS:

1) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2) Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.

DRAFT

3) 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.

4) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

5) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

6) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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) Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

9) Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

INFORMATION TO BIDDERS:
Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit "B" and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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.

DRAFT

- 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.
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.

Further information required for this project can be addressed to, Sandra Montalvo, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and Clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, 00, 2013 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, JANUARY 00, 2013 by 5:00 P.M.

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BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides; reflective grade will vary by dept.

Bid Prices- are on a unit price basis.

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
1) 3 WAY							
12" x 6"							
2) 4 WAY							
12" x 6"							
24" x 18"							
3) A/C & REFRIGERATION							
18" x 24"							
4) ALL WAY							
18" x 6"							
5) ARROW SIGNS							
48" x 24"							
20" x 8"							
15" x 8"							
6) BRIDGE CLOSED							
36"x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
7) BRIDGE OUT							
30" x 30"							
8) BRUSH AREA							
18" x 24"							
9) CABLE/ UTILITY WARNING SIGNS							
9" x 3"							
12" x 3 ½"							
12" x 9"							
10) CAUTION							
18" x 24"							
30" x 30"							
11) CHILDREN AT PLAY							

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EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
24" x 30"							
18" x 24"							
12) CURVE: RIGHT OR LEFT CURVE AHEAD							
24" x 24"							
30" x 30"							
30" x 36" 36" x 36"							
13) CONSTRUCTION ZONE WARNING SIGNS (ORANGE BACKGROUND W/BLACK COPY)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
14) ROLL-UP MESH SIGNS Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
15) CONSTRUCTION ZONE SIGNS & SUPPLEMENTAL SIGNS (Orange background w/black copy)							
12" x 18"							
24" x 12"							
18" x 24"							
24" x 18"							
30" x 24"							
30" x 30"							
48" x 18"							
48" x 24"							
48" x 30"							

16) CUSTOM MESSAGE (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)			
9" x 30"										
12" x 18"										
18" x 24"										
36" x 36"										
17) DEAD END / Dead End Ahead / Dead End 500 Ft										
30" x 30" / 36" x 36										

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Dead End Ahead
30 X 30 / 36 x 36
Dead End 500 Ft
30 X 30 / 36 X 36

EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
24" x 24"							
18) DETOUR							
30" x 24"							
19) DIP							
30" x 30"							
36" x 36"							
20) DOUBLE ARROW							
48" x 24"							
21) FLUORESCENT YELLOW GREEN SAFETY							
24" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
22) FRESH OIL							
24" x 24"							
23) HANDICAP UNLIMITED WORDING & SYMBOLS (blue & white)							
12" x 6"							
12" x 9"							
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
24) HANDICAP X-ING							
12" x 18"							
18" x 24"							
24" x 30							
30' x 30'							
36" x 36"							
48" x 48"							
25) HANDICAP STENCIL							
18" x 12"							
32" x 24"							
36"x 36"							
44" x 38"							
48" Handicap Stencil							
26) ARROW SIGN							

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add 2 pump 36x36 / 30" x30"

EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
21" x 12" pointing down right or left							
27) ICE ON BRIDGE							
30" x 30"							
28) INTER-LOCAL/ PROJECT SIGNS							
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
29) OFFICE & SHOP SIGNS (Facility)							
30) KEEP BACK 25 FEET							
12" x 9"							
31) LEFT TO RIGHT MARKER BRIDGE							
12" x 36"							
18" X 24"							
32) MATTRESS							
18" x 24"							
33) MEN WORKING							
24" x 24"							
34) METAL AREA							
18" x 24"							
35) MOWERS AHEAD							
36" x 36"							
48" x 48"							
36) NARROW BRIDGE							
24" x 24"							
30" x 30" / 36" x 36"							
37) NEIGHBORHOOD WATCH							
18" x 24"							
24" x 30"							
38) NO DUMPING / No Dumping $200 Fine							
18" x 24"							
24" x 30"							
60" x 30"							
39) PAVEMENT ENDS							
30" x 30"							

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add NO Parking / No Parking $200 FINE
18" x 24"
24" x 30"

EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" x 36"							
40) PEDESTRIANS							
36" x 36"							
48" x 48"							
30" x 30"							
41) PUBLIC/ PRIVATE PARKING SIGN							
12" x 18"							
18" x 24"							
42) RIGHT TO LEFT MARKER							
12" x 36"							
18" x 24"							
43) ROAD CLOSED TO THRU TRAFFIC							
60" x 30"							
48" x 30"							
44) ROAD CLOSED / Road Closed Ahead							
30" x 48"							
48" x 30"							
36" x 36"							
45) ROAD CONSTRUCTION AHEAD							
30" x 30"							
36" x 36"							
48" x 48"							
46) ROAD MACHINERY AHEAD							
30" x 30"							
36" x 36"							
48" x 48"							
47) SCHOOL PED X-ING							
30" x 30"							
36" x 36"							
48) SCHOOL ZONE SIGNS & SCHOOL ZONE SIGNS (CELL PHONE USE PROHIBITED UP TO $ 200.00 FINE)							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							

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EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
49) SIGNS & BLANKS							
6" x 18"							
6" x 24"							
6" x 30"							
6" x 36"							
30" x 30" / 36" x 36"							
50) SINGLE ARROW							
30" x 36"							
48" x 24"							
51) SINGLE ARROW LEFT/RIGHT							
30" x 36"							
48" x 24"							
52) SLOW							
24" x 24"							
30" x 30"							
36" x 36"							
53) SLOW FOR CHILDREN / Slow Children At Play							
24" x 30"							
18" x 24"							

54) SPECIALTIES SIGNS	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F (double faced)			
2" x 16"										
6" x 12"										
12" x 9"										
12" x 18"										
18" x 24"										
24" x 24"										
24" x 36"										

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EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
30" x 24"										
30" x 30"										
30"x 36" 36" x 36"										
36" x 12"										
48" x 24"										
48" x 48"										
4'x 8'										
55) SPEED LIMIT										
18" x 24"- 10-45 MPH (depending on specs)										
24" x 30"- 10-45 MPH (depending on specs)										
56) STOP AHEAD (SYMBOLS & WORDS)										
24" x 24"										
30" x 30"										
36" x 36"										
57) STOP SIGNS										
18" x 18"										
24" x 24"										
30" x 30"										
36" x 36"										
48" x 48"										
58) STOP STENCIL separate letters & one stencil)							letters / stencil			
36" x 36"										
59) STREET NAME SIGNS (LEGEND TO BE ON ONE OR BOTH SIDES)										
6" x 18"										
6" x 24"										
6" x 30"										
6" x 36"										
60) SUPPLEMENTAL PLAQUES										
12" x 6"										
61) "T" INTERSECTION										
24" x 24"										
30" x 30"										

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add + 4 way intersection W 2-1
30 x 30
36 x 36

EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" x 36"							
62) TIRE AREA							
18" x 24"							
63) TRAFFIC SIGNS							
9" x 12"							
18" x 12"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
30" x 36"							
36" x 12"							
48" x 24"							
48" x 48"							
64) TRASH AREA							
18" x 24"							
65) TRUCK CROSSING							
36" x 36"							
48" x 48"							
30" x 30"							
66) WARNING SIGNS							
9" x 12"							
18" x 12"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
36" x 12"							
36" x 36"							

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EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24"							
48" x 48"							
67) WATER ON BRIDGE / Water on Road							
30" x 30" / 36" x 36"							
48" x 48"							
68) YIELD SIGN							
30" x 30" x 30"							
36" x 36" x 36"							
69) Y INTERSECTION							
30" x 30"							
70) YOUR TRASH MUST BE SECURE AT ALL TIMES							
18" x 24"							
71) 3" CENTER PAVEMENT REFLECTORS-(CERAMIC)							
Amber							
Clear							
Red or white							
72) 4" CENTER PAVEMENT REFLECTORS-(CERAMIC) / Plastic							
Amber							
Clear							
Red or white							
73) BRACKETS & CAPS							
Aluminum Brackets for 6" & 9"							
Cross Brackets				2"			
				3"			
Round Post Bracket				2"			
				3"			
U Post Brackets				2"			
				3"			
90° Bracket for 4 Way Assembly (all types& size post & sign height)							
45° / 180° Bracket for 4 Way Assembly (all types & size post & sign height)							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							

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EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Post Cap - 1 3/4 Sq Post for Flat Assy							
3" Post Caps (standard 3" pipe)							
Post Dome caps (standard 3" pipe)							
Wing Bracket -All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
74) BARRICADES							
A-Frame 30" Tall x 6' Wide -All Plastic Frame (single or double faced)	S/F D/F	S/F D/F	S/F D/F				
8' Type III Orange or Red/White Type A & C (double faced)							
Type III -Barricades - 10 ' (double faced-sheeting 1 or 2 sides)							
Barricade Marker 24" x 24"							
Barricade Flasher Lights							
Barricade Lights							
75) PANELS							
96" x 8" Reflective 1" Thick Orange/White							
76) TYPE I AND III				TYPE 1 / Type III			
End of Road				8' / 10 / 12			
77) BARREL TAPE (WHITE, RED OR YELLOW)							
2" x 50 Yards							
4" x 50 Yards							
6" x 50 Yards							
78) BARRICADE TAPE							
Reflective, General Purpose Tape -Red, White, Yellow (Rolls)				1" x 30" yd. / 2"x 30" yd. / 3" x 30"yd			
79) TYPE A & C ORANGE LEFT/RIGHT-TYPE 111							
8" x 50 yd.							
8" x 100 yd.							
80) FLEXIBLE ROAD MARKER							

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EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
62" White Road Marker w/ Wt. Reflector heeting							
62" White Road Marker w/ Yellow Reflector Sheeting							
Jiggle Bars 6" x 34"							
81) BARRIER FENCE & TAPE							
Temporary Barrier Fence							
Temporary Barrier Fencing Roll							
Quick Fence Safety System							
Industrial Grade Mil Barrier Tape							
82) CONES (TRAFFIC)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 ½" x 16" Decals							
Chevrons 18" x 24"							
83) DOUBLE ARROW							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
84) OBJECT MARKERS REFLECTIVE							
6" x 24"							
10" x 30"							
12" x 36"							
6' Delineator Posts (Flexible)							
Plastic Delineators (Stand Alone)							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Round Plastic Reflector - Red							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							

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EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
85) SAFETY FLAGS							
Fluorescent w/ Stiffener 16" x 16"							
18" x 18"							
24" Safety Flags							
86) FOLDING SIGNS							
24" x 24" Binder Signs (Folding Signs)							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							
8" x 10" Upright Sign Post							
Quad Stands for Roll Up Mesh Sign							
30" x 30" Roll Up Mesh Stop/ Slow Paddle (Folding Signs)							
87) STUB POST							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Square. Post							
88) SIGN ASSEMBLY HARDWARE							
Locknuts							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
1/4" Screws for Brackets (Blade Holders)							
Screw Set (vandal proof)							
89) U CHANNEL							
12' x 3" Heavy Gauge (Green)							
U Shape Galvanized				10 ft. 12 Ft			
Safety Splice U Channel Sign Post System							
90) DOME DRUMS							
Super Dome Drums							
Molded Rubber Base							
Blue Net Sheeting 15"							

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EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

Description of Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" Transfer Tape							
91) SPEED BUMPS							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
6' Speed Bump – Yellow & Black (plastic)							
92) EPOXY							
1 gal. Epoxy Kit							
5 gal. Epoxy Kit							
Epoxy Pads							
Epoxy Quick Sticks							
93) MISC.							
Slow Moving Vehicle - 040 Aluminum (Triangle)							
Slow Moving Vehicle-Decal (Triangle)							
Keep Back 500 Feet 33" x 3" Reflective							
Tape Caution Buried Electrical Lines							
8' x 4' MDO Specialty Sign							
6" x 50 yds Roll of Engineer Grade Vinyl							
6" x 50 yds Roll of High Intensity Prismatic Vinyl							
Post Driver							
18" Double Faced Hand Paddles							

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- Estimated Delivery Time for Standard (In-Stock) signs: _____
- Estimated Delivery Time for Non-Standard (Not-In Stock) –Small orders: _____

  Large orders: _____

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 PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

RECEIVED JAN 14 2013 By 1:18

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSON**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: January 4, 2013

RE: **Approval or Disapproval of Specifications for:** ***Bid No. -2013-013-00-00-SMA- Hidalgo County (ALL FUNDING SOURCES) TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT***

Please review the **CURRENT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	**DISAPPROVE** ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

Other (specify)_____

Departments Budget Account: 3-1100-421-00-280-001-0-679

	RENE GONZALEZ	Sheriff's office	1/14/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, FRIDAY , JANUARY 14, 2013 @ 10:00 a.m.

Enclosures

EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

SCOPE:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

SPECIFICATIONS/REQUIREMENTS:

a) Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

b) All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

c) White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

d) Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.

e) All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.

f) All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

g) Type, dimension and color of signs (both new and re-faced), accessories and supplies required are listed in Exhibit "B". **Bid Prices will be on a unit price basis.**

h) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

i) Vendor must provide an estimated delivery time for (standard) In-Stock Items and (non- standard) Not- In Stock items.

TERMS CONDITIONS:

1) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2) Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.
3) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of

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the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

4) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

5) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

6) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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) Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

9) Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

INFORMATION TO BIDDERS:
Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit "B" and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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

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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.

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.

Further information required for this project can be addressed to, Sandra Montalvo, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and Clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, 00, 2013 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, JANUARY 00, 2013 by 5:00 P.M.

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BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides; reflective grade will vary by dept.

Bid Prices- are on a unit price basis.

DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
1) 3 WAY							
12" x 6"							
2) 4 WAY							
12" x 6"							
24" x 18"							
3) A/C & REFRIGERATION							
18" x 24"							
4) ALL WAY							
18" x 6"							
5) ARROW SIGNS							
48" x 24"							
20" x 8"							
15" x 8"							
6) BRIDGE CLOSED							
36" x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
7) BRIDGE OUT							
30" x 30"							
8) BRUSH AREA							
18" x 24"							
9) CABLE/ UTILITY WARNING SIGNS							
9" x 3"							
12" x 3 ½"							
12" x 9"							
10) CAUTION							
18" x 24"							
30" x 30"							
11) CHILDREN AT PLAY							

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
24" x 30"							
18" x 24"							
12) CURVE: RIGHT OR LEFT CURVE AHEAD							
24" x 24"							
30" x 30"							
30" x 36"							
36" x 36"							
13) CONSTRUCTION ZONE WARNING SIGNS (ORANGE BACKGROUND W/BLACK COPY)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
14) ROLL-UP MESH SIGNS Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
15) CONSTRUCTION ZONE SIGNS & SUPPLEMENTAL SIGNS (Orange background w/black copy)							
12" x 18"							
24" x 12"							
18" x 24"							
24" x 18"							
30" x 24"							
30" x 30"							
48" x 18"							
48" x 24"							
48" x 30"							

16) CUSTOM MESSAGE (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)			
9" x 30"										
12" x 18"										
18" x 24"										
36" x 36"										

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
17) DEAD END /DEAD END AHEAD/ DEAD END 500 FT.							
30" x 30"							
24" x 24"							
36" x 36"							
18) DEAD END AHEAD							
30" x 30"							
36" x 36"							
19) DEAD END 500 FT							
20" x 30"							
26" x 36"							
20) DETOUR							
30" x 24"							
21) DIP							
30" x 30"							
36" x 36"							
22) DOUBLE ARROW							
48" x 24"							
23) FLUORESCENT YELLOW GREEN SAFETY							
24" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
24) FRESH OIL							
24" x 24"							
25) HANDICAP UNLIMITED WORDING & SYMBOLS (blue & white)							
12" x 6"							
12" x 9"							
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
26) HANDICAP X-ING							
12" x 18"							
18" x 24"							
24" x 30							

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30' x 30'							
36" x 36"							
48" x 48"							
27) HANDICAP STENCIL							
18" x 12"							
32" x 24"							
36"x 36"							
44" x 38"							
48" Handicap Stencil							
28) ARROW SIGN							
21" x 12" pointing down right or left							
29) BUMP							
30" x 30"							
36" x 36"							
30) ICE ON BRIDGE							
30" x 30"							
31) INTER-LOCAL/ PROJECT SIGNS							
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
32) OFFICE & SHOP SIGNS (Facility)							
33) KEEP BACK 25 FEET							
12" x 9"							
34) LEFT TO RIGHT MARKER BRIDGE							
12" x 36"							
18" X 24"							
35) MATTRESS							
18" x 24"							
36) MEN WORKING							
24" x 24"							
37) METAL AREA							
18" x 24"							

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
38) MOWERS AHEAD							
36" x 36"							
48" x 48"							
39) NARROW BRIDGE							
24" x 24"							
30" x 30"							
30" x 36"							
36" x 36"							
40) NEIGHBORHOOD WATCH							
18" x 24"							
24" x 30"							
41) NO DUMPING/ NO DUMPING $200 FINE							
18" x 24"							
24" x 30"							
60" x 30"							
42) PAVEMENT ENDS							
30" x 30"							
36" x 36"							
43) NO PARKING/NO PARKING $200 FINE							
18" x 24"							
24" x 30"							
44) PEDESTRIANS							
36" x 36"							
48" x 48"							
30" x 30"							
45) PUBLIC/ PRIVATE PARKING SIGN							
12" x 18"							
18" x 24"							
46) RIGHT TO LEFT MARKER							
12" x 36"							
18" x 24"							
47) ROAD CLOSED TO THRU TRAFFIC							
60" x 30"							
48" x 30"							

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48) ROAD CLOSED /ROAD CLOSED AHEAD							
30" x 48"							
48" x 30"							
36" x 36"							
49) ROAD CONSTRUCTION AHEAD							
30" x 30"							
36" x 36"							
48" x 48"							
50) ROAD MACHINERY AHEAD							
30" x 30"							
36" x 36"							
48" x 48"							
51) SCHOOL PED X-ING							
30" x 30"							
36" x 36"							
52) SCHOOL ZONE SIGNS & SCHOOL ZONE SIGNS (CELL PHONE USE PROHIBITED UP TO $ 200.00 FINE)							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
53) SIGNS & BLANKS							
6" x 18"							
6" x 24"							
6" x 30"							
6" x 36"							
30" x 30"							
36" x 36"							
54) SINGLE ARROW							
30" x 36"							
48" x 24"							
55) SINGLE ARROW LEFT/RIGHT							

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 36"							
48" x 24"							
56) SLOW							
24" x 24"							
30" x 30"							
36" x 36"							
57) SLOW FOR CHILDREN/ SLOW CHILDREN AT PLAY							
24" x 30"							
18" x 24"							

58) SPECIALTIES SIGNS	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F (double faced)			
2" x 16"										
6" x 12"										
12" x 9"										
12" x 18"										
18" x 24"										
24" x 24"										
24" x 36"										
30" x 24"										
30" x 30"										
30"x 36"										
36"x 36"										
36" x 12"										
48" x 24"										
48" x 48"										
4'x 8'										
59) SPEED LIMIT										
18" x 24"- 10-45 MPH (depending on specs)										
24" x 30"- 10-45 MPH (depending on specs)										
60) STOP AHEAD (Symbols & Words)										
24" x 24"										
30" x 30"										
36" x 36"										
61) STOP SIGNS										
18" x 18"										

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EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

DESCRIPTION OF ITEM	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
24" x 24"								
30" x 30"								
36" x 36"								
48" x 48"								
62) STOP STENCIL separate letters & one stencil)				letters	stencil			
36" x 36"								
63) STREET NAME SIGNS (LEGEND TO BE ON ONE OR BOTH SIDES)								
6" x 18"								
6" x 24"								
6" x 30"								
6" x 36"								
64) SUPPLEMENTAL PLAQUES								
12" x 6"								
65) "T" INTERSECTION								
24" x 24"								
30" x 30"								
36" x 36"								
66) 4 WAY INTERSECTION w 2-1								
30" x 30"								
36" x 36"								
67) TIRE AREA								
18" x 24"								
68) TRAFFIC SIGNS								
9" x 12"								
18" x 12"								
18" x 24"								
24" x 18"								
24" x 24"								
24" x 30"								
24" x 36"								
30" x 30"								
30" x 36"								
36" x 12"								
48" x 24"								
48" x 48"								
69) TRASH AREA								
18" x 24"								

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
70) TRUCK CROSSING							
36" x 36"							
48" x 48"							
30" x 30"							
71) WARNING SIGNS							
9" x 12"							
18" x 12"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
36" x 12"							
36" x 36"							
48" x 24"							
48" x 48"							
72) WATER ON BRIDGE / WATER ON ROAD							
30" x 30"							
36" x 36"							
48" x 48"							
73) YIELD SIGN							
30" x 30" x 30"							
36" x 36" x 36"							
74) Y INTERSECTION							
30" x 30"							
75) YOUR TRASH MUST BE SECURE AT ALL TIMES							
18" x 24"							
76) 3" CENTER PAVEMENT REFLECTORS-(CERAMIC)							
Amber							
Clear							
Red & white							
77) 4" CENTER PAVEMENT REFLECTORS-(CERAMIC)/ PLASTIC							
Amber							
Clear							
Red & white							
78) BRACKETS & CAPS							
Aluminum Brackets for 6"							

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
& 9"							
Cross Brackets				2" / 3"			
Round Post Bracket				2" / 3"			
U Post Brackets				2" / 3"			
90° Bracket for 4 Way Assembly (all types& size post & sign height)							
45° / 180° Bracket for 4 Way Assembly (all types & size post & sign height)							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							
Post Cap - 1 3/4 Sq Post for Flat Assy							
3" Post Caps (standard 3" pipe)							
Post Dome caps (standard 3" pipe)							
Wing Bracket -All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
79) BARRICADES							
A-Frame 30" Tall x 6' Wide - All Plastic Frame (single or double faced)	S/F / D/F	S/F / D/F	S/F / D/F				
8' Type III Orange or Red/White Type A & C (double faced)							
Type III -Barricades - 10 ' (double faced-sheeting 1 or 2 sides)							
Barricade Marker 24" x 24"							

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Barricade Flasher Lights							
Barricade Lights							
80) PANELS							
96" x 8" Reflective 1" Thick Orange/White							
81) TYPE I AND III				Type I / Type III			
End of Road				8' / 10 / 12			
82) BARREL TAPE (WHITE, RED OR YELLOW)							
2" x 50 Yards							
4" x 50 Yards							
6" x 50 Yards							
83) BARRICADE TAPE							
Reflective, General Purpose Tape -Red, White, Yellow (Rolls)				1" x 30" yd. / 2"x 30" yd. / 3" x 30"yd			
84) TYPE A & C ORANGE LEFT/RIGHT-TYPE 111							
8" x 50 yd.							
8" x 100 yd.							
85) FLEXIBLE ROAD MARKER							
62" White Road Marker w/ Wt. Reflector heeting							
62" White Road Marker w/ Yellow Reflector Sheeting							
Jiggle Bars 6" x 34"							
86) BARRIER FENCE & TAPE							
Temporary Barrier Fence							
Temporary Barrier Fencing Roll							
Quick Fence Safety System							
Industrial Grade Mil Barrier Tape							
87) CONES (TRAFFIC)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 ½" x 16" Decals							
Chevrons 18" x 24"							
88) DOUBLE ARROW							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
89) OBJECT MARKERS REFLECTIVE							
6" x 24"							
10" x 30"							
12" x 36"							
6' Delineator Posts (Flexible)							
Plastic Delineators (Stand Alone)							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Round Plastic Reflector - Red							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							
90) SAFETY FLAGS							
Fluorescent w/ Stiffener 16" x 16"							
18" x 18"							
24" Safety Flags							
91) FOLDING SIGNS							
24" x 24" Binder Signs (Folding Signs)							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							

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DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
8" x 10" Upright Sign Post							
Quad Stands for Roll Up Mesh Sign							
30" x 30" Roll Up Mesh Stop/ Slow Paddle (Folding Signs)							
92) STUB POST							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Square. Post							
93) SIGN ASSEMBLY HARDWARE							
Locknuts							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
1/4" Screws for Brackets (Blade Holders)							
Screw Set (vandal proof)							
94) U CHANNEL							
12' x 3" Heavy Gauge (Green)							
U Shape Galvanized				10 ft. 12 Ft			
Safety Splice U Channel Sign Post System							
95) DOME DRUMS							
Super Dome Drums							
Molded Rubber Base							
Blue Net Sheeting 15"							
4" Transfer Tape							
96) SPEED BUMPS							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
6' Speed Bump – Yellow & Black (plastic)							
97) EPOXY							
1 gal. Epoxy Kit							

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EXHIBIT "A & B"

Specifications/Requirements/Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-00-00-SMA

DESCRIPTION OF ITEM	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
5 gal. Epoxy Kit							
Epoxy Pads							
Epoxy Quick Sticks							
98) MISC.							
Slow Moving Vehicle - 040 Aluminum (Triangle)							
Slow Moving Vehicle- Decal (Triangle)							
Keep Back 500 Feet 33" x 3" Reflective							
Tape Caution Buried Electrical Lines							
8' x 4' MDO Specialty Sign							
6" x 50 yds Roll of **E**ngineer **G**rade Vinyl							
6" x 50 yds Roll of **H**igh **I**ntensity **P**rismatic **Vinyl**							
Post Driver							
18" Double Faced Hand Paddles							

- Estimated Delivery Time for Standard (In-Stock) signs: _____
- Estimated Delivery Time for Non-Standard (Not-In Stock)

  Small orders: _____ Large orders: _____

DRAFT

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 PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

DRAFT

BID: 2013-013-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

(ALL FUNDING SOURCES)

"Traffic Road Signs and Other Related Miscellaneous Equipment"

RFB: 2013-013-00-00-SMA

BID OPENING DATE: _____ , 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-013-00-00-SMA- HIDALGO COUNTY(All Funding Sources)-"TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, _____, 2013. 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-2013-013-00-00-SMA.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources) "TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** 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 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**_____, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- 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 there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

REQUIREMENTS AGREEMENT
C-13-013-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____ by and between _____("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment,"** in the areas of Hidalgo County projects for a period of one (1) year commencing **April 21, 2013** and ending **April 20, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

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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
302 W. University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of

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the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **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

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proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company:

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUES, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

DRAFT

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Friday, January 11, 2013 2:44 PM
To: 'Evangelina Garcia'
Subject: RE: Review For Approval-Traffic Road Signs & Other Related Misc. Equipment-Contract

The contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, January 11, 2013 2:05 PM
To: 'Steve Crain'
Subject: RE: Review For Approval-Traffic Road Signs & Other Related Misc. Equipment-Contract

Mr. Crain:
Attached is the revised draft contract for your review and approval.

Question, on the specifications for an opinion, are the specification under page 1-letter "h-Unit Price" and pages 2 and 3 for the "Market Volatility And Unit Price Adjustments" contradicting? I mean under letter h, we state that the price must remain firm throughout the term of the contract however we have the market volatility clause in their where the vendor is allowed to increase the price pursuant to the process under this section. Is this something that needs to be revised. Please advise since this question was posed to me.

Thank you

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, January 11, 2013 11:39 AM
To: 'Evangelina Garcia'
Subject: RE: Review For Approval-Traffic Road Signs & Other Related Misc. Equipment-Contract

Paragraph 4 and 5f are duplicative..

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, January 11, 2013 10:36 AM
To: 'Stephen L. Crain'
Cc: 'Martha Salazar'; 'Sandra Montalvo'
Subject: FW: Review For Approval-Traffic Road Signs & Other Related Misc. Equipment-Contract

Mr. Crain:
Attached is a draft contract and specifications for your review for approval so as to proceed forward with an agenda item.

Appreciate your assistance on this.

Thank you

VANGIE Y. GARCIA, CONTRACT'S MANAGER
HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HWY. 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539

AI-36274 **11. D.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Auxiliary Court:

Requesting authority to enter into a 36-month new (capital) lease copier for a WorkCentre 5745 (Low Range III) through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Auxiliary Court through Requisition #228168 in the total amount of $178.63/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-045-001-0-780

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

BUDGETARY IMPACT:

Req #228168 for Xerox Corp. Funds available as of 1-24-13.

Attachments

Requisition

Quote

Price verification

Capital Lease Log

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/24/2013 10:37 AM
Budget & Management	Obdett Calzada	01/24/2013 10:44 AM
Ivan Cantu	Ivan Cantu	01/24/2013 02:54 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Matilde Faz Started On: 01/10/2013 10:25 AM

Final Approval Date: 01/25/2013

Requisition

Req # 00228168

PO #

Date: 01/02/13

Consent
#36274
1/29/13

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: Auxilary Court
100 N. Closner
Edinburg Tx 78539

Contact: chernandez
956-289-7420

Contract No: SMARTBUY

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION SMARTBUY PURCHASE ORDER UPON DELIVERY OF NEW EQUIPMENT PICKUP TRADE-IN SERIAL #MAE499218 DO NOT DUPLICATE ORDER		
12.00	MONTH	CO NEW 36 MONTH COPIER (CAPITAL) LEASE FOR XEROX WORK CENTRE 5745 (LOW RANGE III) - 45 PPM DIGITAL COPIER - LEASE PYMT INCLUDES DIGITAL COPIER WITH 2 TRAYS, STAND, BYPASS TRAY AND DADF, W5645 KIT, DOCUMENTATION KIT, AND OFFICE FINISHER PRICE INCLUDES 25,000 MONTHLY IMPRESSIONS ALL EXCESS PRINTS AT $.0091 EACH DELIVERY & INSTALLATION, MAINTENANCE, CONSUMABLES SUPPLIES, INCLUDING STAPLES, DELIVERY/REMOVAL INCLUDED. ALL SUPPLIES, EXCEPT PAPER & SPECIALTY ITEMS	178.63	2,143.56
1.00	LOT	CO COPY OVERAGES	100.00	100.00
		Account No	Encumbrance	
		3-1100-412-00-045-001-0-780	2,243.56	
			Freight	.00
			Total	2,243.56
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

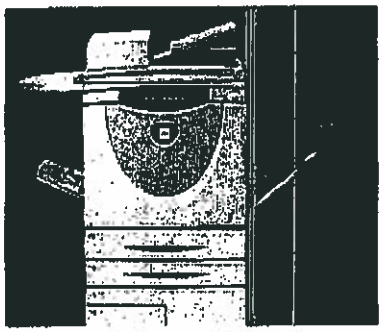
Authorized By: _____

Reg #228168 NEW Consent #36274 Contract No: 1/1/13

Aux Court from county #6757

Xerox 985-L2 Lease Pricing

Xerox WorkCentre 5745 (Low Range III) 45 ppm digital copier



Digital Copier with 2 Trays, Stand, Bypass Tray and DADF, W5645 Kit, Documentation Kit, and Office Finisher

Includes Trade In Serial # MAE499218

Price includes 25,000 monthly impressions
all excess prints at $.0091 each

	Monthly Base	Commodity Codes:
Equip Description/Qty	$ 0.00	985-13-14001-6
36 Month Term	$ 178.63	985-13-14002-4
Cash Purchase Option	$6,430.68	

Reg # 228168
Attn: matty FAZ

Contract includes:

- delivery & installation
- all supplies, except paper & specialty items

178.63 x 12 =
2143.56

xerox

TO
Matilde Faz - X 4854

~~Tonight~~

ends 10/9/12

98386

Auxiliary Court

Contract #

TPASS 985-L2 Lease Contract Terms

- 36/48/60 Month Terms Available
- Price includes maintenance and consumable supplies, including staples
- Delivery/removal included
- Any purchase order resulting from this contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise not made available to the customer.
- All equipment is 'new' build
- Accessory pricing only valid when ordered at lease inception
- All orders must be placed through the TPASS SmartBuy system (www.window.state.tx.us/txsmartbuy)
- Complete contract terms can be found on TPASS website at **http://www.window.state.tx.us/procurement//cat_page/cat_985_l2_0905.html**

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

Department: Auxiliary Court
Requisition No. 228168
985-L2-PHOTOCOPIER LEASE AND RENTAL
Start Date: 05/2009
End Date: 08/2013

98513140016	N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range IIIWorkCentre 5745APT & OFC50FIN: Base Unit, Up to 45 PPM. Includes 4 Trays, Bypass Tray, DADF, WC5745 Kit & Office Finisher, Print Controller, Color Scanning, Internet Fax & Network Server Fax Enablement	TX	ea	0.00
98513140024	N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range III5745 & OFC50FIN: 36 Month Lease. Includes 25,000 Copies. Overage Charge Per Copy: $0.0091 Each	TX	mo	178.63

Capital Lease Versus Operating Lease Test
2013

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

								1	2	3a	3b	4a	4b	
CC Date	Dept. No.	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)
1/22/2013	25	County Crt Law 5		985-L2	1/22/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63		N	36	60	$6,430.68	$6,430.68	Capital Lease
								N	N		60	$0.00		
								N	N		60	$0.00		
								N	N		60	$0.00		

AI-36409 **11. E.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pct. #2

Requesting authority to enter into a 36 month copier lease agreement with Canon/Copy Graphics thru our membership/participation with TPASS 985-L2 thru requisition 229179 (Old Administration Building) in the amount of $122.10/month .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-005-601/780

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

BUDGETARY IMPACT:

Req#229179 available for Canon Financial Services Inc.

Attachments

Canon Financial Services

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2013 09:47 AM
Budget & Management	Obdett Calzada	01/16/2013 10:38 AM
Roland Garcia	Rolando Garcia	01/18/2013 09:41 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Tanya Delira Started On: 01/15/2013 04:24 PM

Final Approval Date: 01/25/2013

Requisition

Req # 00229179

PO #

Date: 01/11/13

Bill To: x
x

Vendor : 179272

CANON FINANCIAL SERVICES INC.
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
FAX (800)220-0723

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No: #985-L2

Special Instructions:
REQ. #0028

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		OLD ADMINISTRATION DEPARTMENT / T-PASS CATALOG CONTRACT #985-L2		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	CANON IR-2525 36 MONTHS STATE LEASE PLAN @ $46.05 /MONTH DADF-AB1 (Duplexing Automatic Document Feeder) @$8.16 INNER FINISHER B1 (STAPLING) @ $17.54 COLOR SEND KIT Y1 (TO MAIL & SCAN) @ $5.85 CABINET TYPE C @ $2.00 W/SERVICE MO. RATE 5,000 COPIES @ $42.50 QM W/OVERAGES @ $0.01 QM	122.10	1,465.20
1.00	EACH	COPY PAPER OVERAGES QM	100.00	100.00
		Account No	Encumbrance	
		3-1200-431-00-122-005-0-601	100.00	
		3-1200-431-00-122-005-0-780	1,465.20	
			Freight	.00
		BLANKE PO FOR A NEW COPIER LEASE	Total	1,565.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

COPY GRAPHICS, INC
221 N 10th Street
McAllen, TX 78501
956-631-0205 / 956-630-2628 fax
www.copyg.com

Date: **12/21/12**
Sales Rep: Eunice Saenz
C : 956-890-1300
Expires: 01/31/2013.

PROPOSAL FOR:

Hidalgo County Commissioner Pct.2
Old Administration Office
301 East State Str., Pharr, TX 78577.

Yoli Cisneros
(956) 787-1891
Yolanda.cisneros@co.hidalgo.tx.us

TPASS Catalog 985-L2 CANON IR-2525

Standard Specifications:

- 25 Copies Per Minute / 25 Print pages per minute
- 50-sheet Automatic Document Feeder
- Network Printer Ready (10/100 BaseTX Ethernet), USB 2.0 High Speed Interface
- Canon UFR II Print Drivers (Ultra fast print drivers)
- Network Scanner –Scan-to-Email, Scan-to-Folder on desktop (500 destinations)
- Automatic Duplexing (2 sided Copying/Printing/Color Scanning)
- Standard Paper Capacity : 2-250 Sheet Cassettes + 1-80 Bypass (Total 580 Sheets)
- 256 MB Standard Image Server Memory (High Speed processing of image data)
- Copy Resolution (1200 dpi x 600 dpi) Print Resolution (1200 dpi x 1200 dpi)
- Copy Ratio – Pre-set or Zoom from 50% to 200%
- 100 Standard Department ID's
- 5 Jobs Copy Reservation
- Fast Start-up time (13-second from off mode) (1-second from sleep mode)
- **Standard Hard Disk Drive Format: Provides a onetime overwrite of the device's hard drive before the unit leaves the premises.**

Cash Price	MAKE / DESCRIPTION	Monthly Rate
$1598.98	**TPASS Catalog 985-L2 Canon iR2525** **36 MONTH STATE LEASE PLAN**	$46.05
$283.25	DADF-AB1 (Duplexing Automatic Document Feeder)	$8.16
$609.14	Inner Finisher B1 (Stapling)	$17.54
$203.05	Color Send Kit Y1 (to email and scan)	$5.85
$69.54	Cabinet Type C	$2.00
Total $3068.53		
	EQUIPMENT MO. RATE:	$79.60
	SERVICE MO. RATE:	$42.50
	MONTHLY TOTAL:	**$122.10**

Service Plan:
State Contract Plan includes all parts, labor, travel time, & supplies (toner, drum, staples); excludes paper only.

Service to include 5,000 copies per month ***$42.50*** *with overages $.0100*

Eunice Saenz

Copy Graphics, Inc.

Canon

985 L2 Catalogue Quote Lease or Rental

CPA Vendor #	15954
Payee ID#:	1-13-256-1772-501-035
Vendor Name:	Canon USA Inc.C/O Canon Financial Services
Address:	14904 COLLECTIONS CENTER DR
City, State, Zip	Chicago, IL 60693-0149

Vendor: Reflect this Number on all Correspondence and Invoices.

Quote No.	C815-122112-ES
Date:	December 21, 2012.
Contract No.	985 L2 Catalogue

Customer Name/Invoice Address:	Address for Delivery:
Hidalgo County Commissioner Pct.No2	Old Administration Building
300 West Hall Acres Suite G	301 East State Street
Pharr, Texas 78589	Pharr, Texas 78577

Agency Point of Contact:	Yoli Cisneros	Phone:	(956) 787-1891
		E-Mail:	yolanda.cisneros@co.hidalgo.tx.us
Agency Accounts Payable Contact:		Phone:	
		E-Mail:	

	Quoting Dealer Address:	Copy Graphics 221 N. 10th St. Mcallen,Tx 78501
Dealer Authorized Signature	Quoting Dealer Phone:	956-631-0205

****STATE SALES TAX EXEMPTION CERTIFICATE REQUIRED FOR EVERY ORDER.****

Class/Item	Description	Quantity	Unit Price	Total
985-58	imageRunner 2525 -Up to 25 copies per minute unit	36	$46.05	$1,657.80
985-58	Automatic Duplexing Document Feeder AB1	36	$8.16	$293.76
985-58	Inner Finisher B1	36	$17.54	$631.44
985-58	Color Send Kit Y1	36	$5.85	$210.60
985-58	Cabinet Type C	36	$2.00	$72.00
	CANON imageRunner 2525 ENVIRONMENTALLY FRIENDLY			$0.00
	FIRST CHOICE			$0.00
985-58	Service to include 5000 copies per month, and overages @	36	$42.50	$1,530.00
	$0.01 each copy.			$0.00
	(36 Month Lease at $122.10 per month)			$0.00
	Servicing Dealer : Copy Graphics Inc			$0.00
	221 N. 10th St. McAllen, Texas 78501 (956) 631-0205			$0.00
			Monthly Unit Total $122.10	
			Total - Page 1	$4,395.60

Canon 985 L2 Catalogue Quote

Continuation Page

Quote No.

Class/Item	Description	Quantity	Unit Price	Total
				$0.00
				$0.00
				$0.00

Capital Lease Versus Operating Lease Test
2013

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

								1	2	3a	3b	4a	4b	
CC Date	Dept. No.	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)
1/22/2013	25	County Crt Law 5		985-L2	1/22/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63		N	36	60	$6,430.68	$6,430.68	Capital Lease
1/29/2013	122	Hidalgo Co. Pct 2	229179	985-L2	1/29/2013	Canon IR-2525	$122.10	N	N	36	60	$4,395.60	$4,395.60	Capital Lease
								N	N		60	$0.00		
								N	N		60	$0.00		

AI-36365 **11. F.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the continuation of the Membership Agreement between National Joint Powers Alliance (NJPA) and Hidalgo County (previously approved by CC on 02/01/11), thus allowing the County to continue being a member of the "Municipal Contracts Agency" for the utilization of the procurement resources that are compliant with the bidding requirements.

BACKGROUND

No membership dues or fees required.

Fiscal Impact

FISCAL YEAR: N/A ACCT. #: N/A

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

BUDGETARY IMPACT:

Agenda item does not require funding and does not have fiscal impact to the Co.

Attachments

Agreement and legal's approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2013 09:47 AM
Budget & Management	Obdett Calzada	01/16/2013 01:30 PM
Ivan Cantu	Ivan Cantu	01/17/2013 04:09 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Vangie Garcia Started On: 01/12/2013 10:04 AM

Final Approval Date: 01/25/2013

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER

NJPA
National Joint Powers Alliance®

This Agreement, made and entered into this 10th **day of** February, **20** 11,
by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and
Hidalgo County, Texas **hereinafter referred to as the "Applicant".**

Witnesseth:
That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:
This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,
the parties hereto have executed this Agreement the day and year written above.

Member Name:

By _____ AUTHORIZED SIGNATURE

Its Hon. Ramón García County Judge TITLE

2/1/2011 DATE

Approved by Commissioners' Court on 2-1-2011

National Joint Powers Alliance®
200 1st Street NE, Suite 1
Staples, MN 56479

_____ AUTHORIZED SIGNATURE

EXECUTIVE DIRECTOR TITLE

2/11/11 DATE

09/21/2010

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER

NJPA
National Joint Powers Alliance®

PATICIPATING MEMBER INFORMATION

Applicant Name: Hidalgo County, Texas
Address: 2802 South Highway 281
Edinburg Texas 78539
Federal ID Number:
Contact Person: Matilde (Maty) Faz
Title: Purchase Specialist II
E-mail: matilde.faz@co.Hidalgo.Tx.us
Phone: 956-318-2626 ext 4854
Website

Please indicate an address to which your Membership materials may be delivered.

Thank you.

APPLICANT ORGANIZATION TYPE:

- ☐ K-12
- ☒ Government or Municipality
- ☐ Higher Education
- ☐ Non-Profit
- ☐ Other (please specify):

I WAS REFERRED BY: (please specify)

- ☐ Advertisement
- ☐ Current NJPA Member
- ☐ Vendor Representative
- ☐ Trade Show
- ☐ NJPA Website
- ☐ Other

Completed applications may be returned to:
National Joint Powers Alliance ®
200 First Street NE, Suite 1
Staples, MN 56479

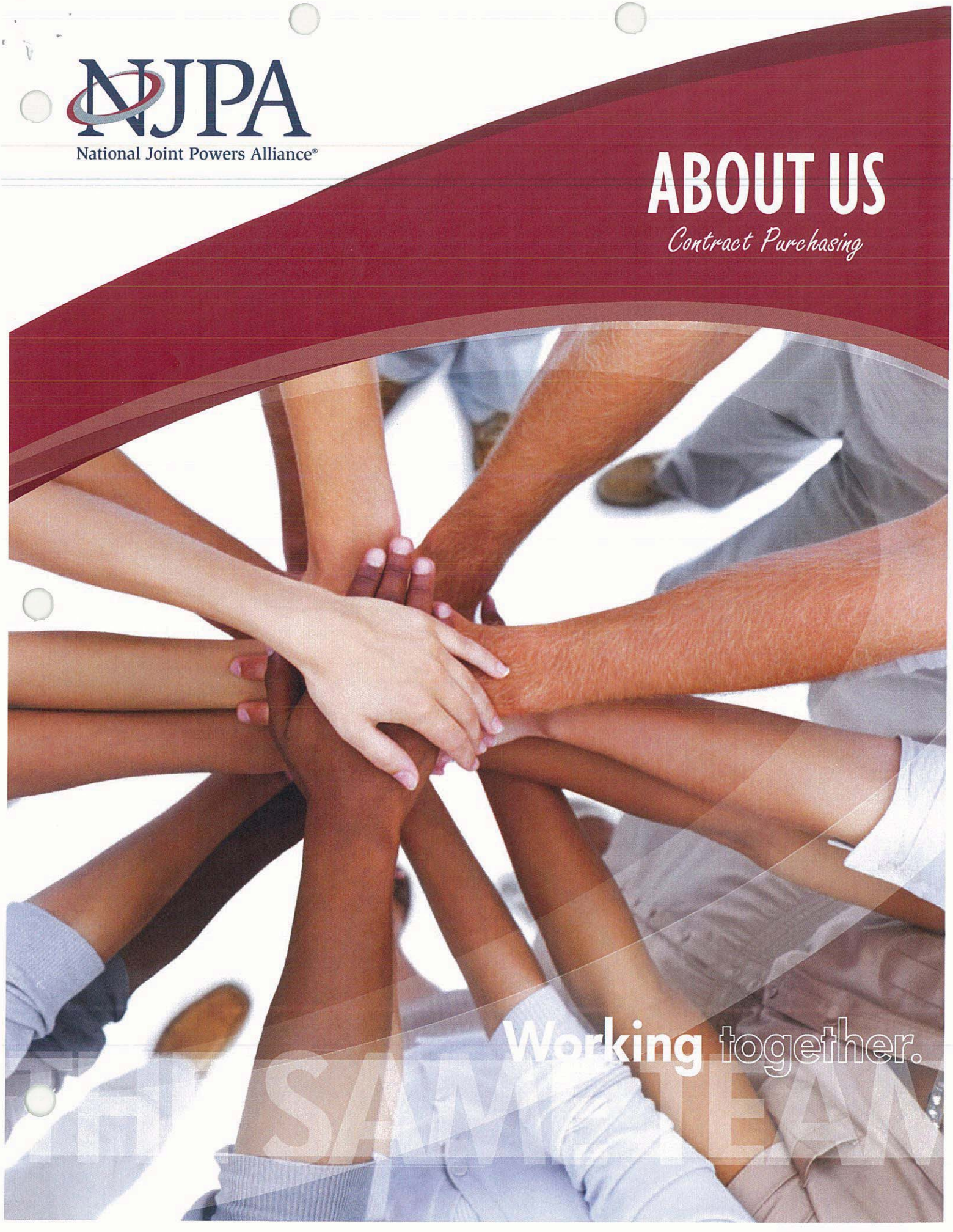
Duff Erholtz
phone 218-894-5490
fax 218-894-3045
e-mail duff.erholtz@njpaoop.org

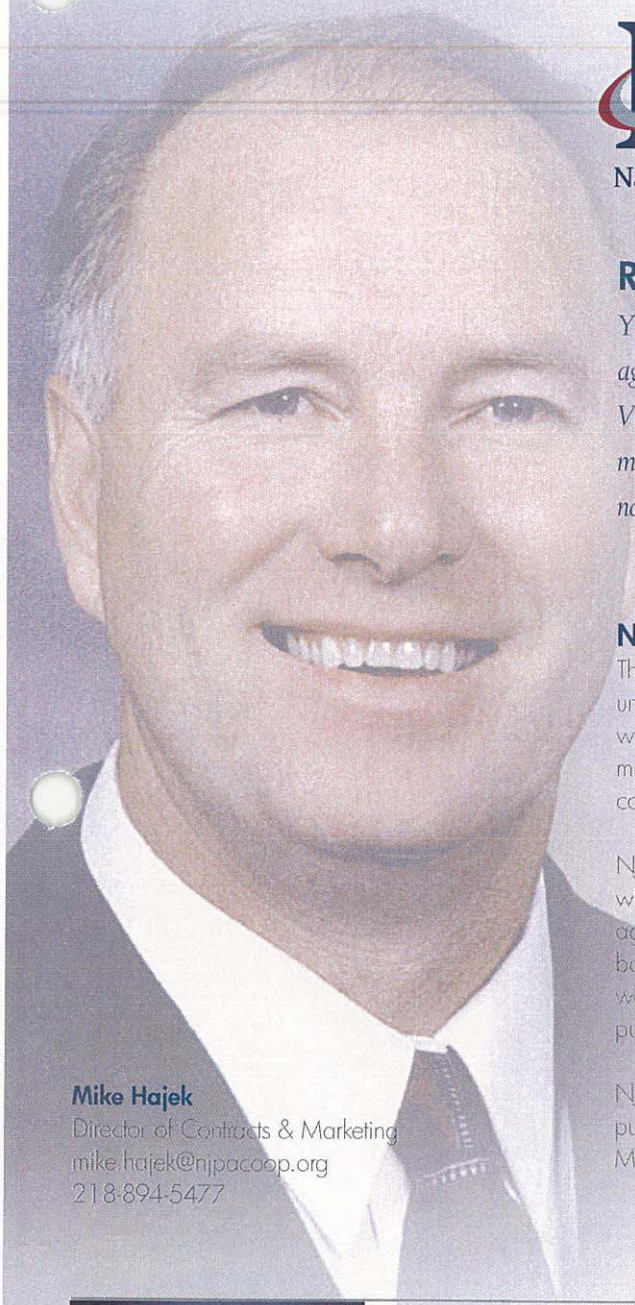
09/21/2010

NJPA
National Joint Powers Alliance®

ABOUT US

Contract Purchasing





NJPA
National Joint Powers Alliance®

Realize the Power and Value of Contracting Purchasing

Your organization has the opportunity to become one of over 30,000 Member agencies that has access to discount pricing from over 50 nationally acclaimed Vendors and thousands of competitively bid products. NJPA will save you time, money and duplication of the bid process. It takes only five minutes to complete a no-cost, no-obligation Membership. Get started today at **www.njpacoop.org**.

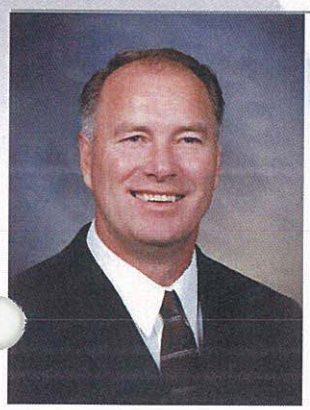
NATIONAL JOINT POWERS ALLIANCE

The National Joint Powers Alliance® (NJPA), is a governmental agency operating under the enabling authority outlined in Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating government and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies, which includes the ability to enter into cooperative agreements. As such, we are a Member-owned cooperative, serving all government, education (both public and private) as well as all non-profit agencies.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd. 15.

Mike Hajek
Director of Contracts & Marketing
mike.hajek@njpacoop.org
218-894-5477



NOCAD GOVERNMENT FLEET

Service is Our Standard

At the National Joint Powers Alliance, we are driven to provide efficient public service through our National Cooperative Purchasing Programs. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future.

OUR COMMITMENT

National Joint Powers Alliance is committed to serving you, the Member through a continuous effort to meet your present and future needs. Our goals include working to solve your purchasing concerns in a measurable, cost effective manner. We will research the industry with regard to our Members' common needs and as a result, we will deliver to you the opportunity to purchase through nationally leveraged contracts offering the very best products and services at the lowest possible price. We are only able to do this as we work together, developing partnerships to create a unified purchasing alliance.

OUR PURPOSE

The general purpose of NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our Members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating Members. NJPA is a national organization that creates a business and service relationship alliance between buyers and suppliers. Participation is offered to legislatively qualified agencies nationally. Member agencies must still interpret their own purchasing laws and recognize NJPA as having satisfied their own competitive bidding requirements.

Duff Erholtz
Manager of Membership Services
duff.erholtz@njpacoop.org
218-894-5490



Table of Contents

Enabling Legislation ..... 4 - 5
Frequently Asked Questions ..... 6 - 8
Procurement Process ..... 9 - 10
Membership Application 11

ENABLING LEGISLATION

Contracting Authority

The following summary is a highlighted explanation of the enabling legislation referenced by and guiding NJPA. The plain language of the statutes, from our perspective, allows NJPA very clear authority to serve current and future Members through cooperative efforts.

NJPA ENABLING LEGISLATION

- **Minnesota Statute 471.345: Municipal Contracting Law**
  NJPA claims organizational status as a "Municipal Agency" under the authority of this definition and reference of 123A.21 Subd. 9 (d-e) Subd. 15 which defines "Cooperative Purchasing" abilities.

- **M.S. 471.345 Subd. 1: Municipality Defined**
  For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
  Our national association, the "National Joint Powers Alliance®" (NJPA), takes its name from this statute. A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive bids or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Make note of Subd. 1 which defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of the governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
  Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or another state, another state, the University of Minnesota, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority.

- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
  Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself.

THE "JOINT EXERCISE OF POWERS" AGREEMENT

The Joint Exercise of Powers Agreement with NJPA provides access to NJPA and its contracts. This allows NJPA to access the Member participating agencies' contracts as well. The Joint Powers Agreement may not be necessary if the participating agencies' state law allows for state-to-state "piggy backing" on legal state contracts. All NJPA contracts are legal state contracts as NJPA operates under Minnesota legislative authority to provide cooperative purchasing services to participating Members. The Joint Exercise of Powers offers a legal link between NJPA and its Member agencies as contracts are accessed. NJPA bids and awards contracts in full compliance with Minnesota Municipal Contracting Law, M.S. 471.345.

Our Foundation

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our cooperative was created. Our previous name was the North Central Service Cooperative (NCSC) and we are now doing business as the National Joint Powers Alliance® (NJPA).

- **M.S. 123A.21 Subd. 2** defines that the purpose of a service cooperative is to "assist in meeting specific needs of clients."

- **M.S. 123A.21 Subd. 3: Membership and Participation**
  Full Membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59 and NJPA's Bylaws and Policies. Governmental units are not required to join NJPA as Full Members, but they must sign on as NJPA Participating Members to access our contracts and to validate their purchases. Many local policies require Membership to legally access contracts held by other agencies. NJPA provides a Participating Membership and Joint Powers Agreement at no cost. When a board signs a Joint Powers Agreement it qualifies that board to serve on the NJPA Joint Powers Advisory Board. The Participating Membership and Joint Powers Agreements both establish a legal paper trail between NJPA and the Member as contracts are accessed.

- **M.S. 123A.21 Subd. 5(g)** shows that the powers of the board of directors of a service cooperative are written very broadly to grant extensive authority. This statute states "The board of directors shall have authority to maintain and operate a service cooperative." More specifically, "The service cooperative board of directors may enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed-upon programs and services."

- **M.S. 123A.21 Subd. 7** describes the ability and directive to provide cooperative purchasing services. This statute specifically calls for the board to support programs and services that support and allow for cooperative purchasing.

- **M.S. 123A.21 Subd. 9(d,e): Service Cooperative Defined**
  Subd. 9 defines the Service Cooperative (SC) under (d) the SC is a public corporation and agency and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the Members. (e) The SC is a public corporation and agency and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity.

FAQs

Frequently Asked Questions

Q. WHO IS NJPA?

A. The National Joint Powers Alliance®, referred to as NJPA, is a Municipal Contracting agency operating under the legislative authority of Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. NJPA serves all education, government and non-profits agencies nationally.

Q. WHAT IS THE ORGANIZATIONAL STATUS OF NJPA?

A. NJPA employees are public employees. All employees are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. One level of comfort for Members is that NJPA employees have the same employment status as NJPA municipal Members.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of governing officials; including school board, city council or county commissioners.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no cost, obligation or liability to join or participate in NJPA contracts.

Q. HOW IS NJPA FUNDED?

A. NJPA is funded by a Vendor contract administrative fee. The fee is paid by the Vendor and not passed on to the NJPA Member. The fee covers the costs of contract marketing and facilitation, and it offsets operating expenses incurred by NJPA. NJPA does not receive state or federal aid, nor do we have taxing or levying authority. Therefore, we are a governmental agency, entirely entrepreneurial and functioning much like a self-supporting business. NJPA also shares these fees with other partner cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. The NJPA Bylaws, Article II, Subd. C describes our Membership and participation. Full voting Memberships are limited to the school districts, cities, counties and other governmental units defined in M.S. 471.59 and as established annually by the NJPA Board of Directors. Non-voting Memberships, what we call "Participating Memberships," are available to all other partnership agencies or organizations that go online to www.njpacoop.org, click on the JOIN button and submit the required information. All Members are required to sign a Participating Membership agreement. These organizations are eligible to nominate their governing board members to serve on the NJPA Board. They also become responsible for any liabilities NJPA may incur. Participating Memberships are at no cost and carry no organizational liability.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point all current Participating Members are a part of our Board of Advisors. NJPA also has two Member Advisory Committees: one that specializes in the fleet industry and the primary advisory that represents procurement professionals from all of our Member verticals.

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under M.S. 123A.21, all non-profit agencies may participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. Minnesota Statute 471.59 Joint Exercise of Powers law and our enabling legislation, as described on page 4.

Frequently Asked Questions

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

A.
- Membership establishes a legal paper trail between NJPA and the Member, justifying contract access.
- Access to competitively bid contracts, procured by a municipal contracting agency that your agency is a part of. *Because our Membership is a Joint Powers Agreement, your municipality is an owner as well as a Member of NJPA. You actually become a represented participant in the bidding process.*
- Considerable time and resource savings for participating Members.
- Nationally leveraged and aggregated pricing and services.
- Nationally acclaimed and recognized vendors.
- Broad range of high-quality products and services.
- Contracts solicited, awarded and monitored by a municipal agency and governed by a publicly elected board of directors. *NJPA also conducts an annual, independent audit as a municipal contracting agency. The annual audit is submitted to the State of Minnesota as required by state law.*

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

A. Yes, all NJPA contracts are non-exclusive and are contracts of choice by our Members.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT GOING OUT FOR SOLICITATION?

A. Yes, in most states. All NJPA bid contracts have been competitively solicited nationally, reviewed and awarded by the NJPA Board of Directors in accordance with Minnesota public purchasing rules and regulations under the Municipal Contracting Laws, M.S. 471.345. Each solicitation and RFP contains language which includes all qualified customers in all fifty states. The RFP advises all responders that they must apply to all qualified customers in all fifty states and in some cases the provinces and territories of Canada. All RFP respondents understand that these contracts shall be used by member governmental, educational and non profit agencies throughout the United States.

Q. WHAT IS A JOINT EXERCISE OF POWERS OR COOPERATIVE PROCUREMENT AUTHORITY?

A. State Joint Powers Statutes generally allow for one government agency to purchase using contracts competitively solicited by another government agency. This, of course, would require the consent of all parties, including the supplier. NJPA's contracts are established to meet both the competitive solicitation and consent requirements. Generally, a public or municipal agency may participate in, conduct or administer a cooperative procurement agreement with one or more other governmental units for the purpose of meeting requirements to increase efficiency or reduce administrative expenses. A cooperative agreement also allows for the purchase of supplies, materials, equipment or services by qualified agencies so as not to repeat or duplicate the competitive bidding requirements necessary for a governmental agency purchase.

The term "Governmental Unit" as used here usually includes every city, county, town, school district or other political subdivision of this or another state; the state university; any agency of the state or of the United States, and any instrumentality of a governmental unit. In some states, this power is not passed on to specific municipal agencies. These agreements are known as Joint Powers Agreements, Membership Agreements, Participation Agreements and sometimes Intergovernmental or Interlocal Agreements.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

A. As a municipal agency, NJPA is required to provide full disclosure of all procurement documents and files. Procurement files are electronically available at www.njpacoop.org or in hard copy at our office during normal NJPA business hours.

Q. WHAT ARE THE PARTS OF AN AWARDED NJPA PURCHASING CONTRACT?

A. NJPA contracts are made up of the terms and conditions of the RFP, submitted and accepted pricing and discount schedule and the Acceptance Award document signed by the NJPA board and awarded vendor.

Frequently Asked Questions

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

A. NJPA conducts a thorough 10-step process, described in full on pages 9 and 10 of this document, that includes:

1) Researching Member Needs.
2) Researching the Market for Solutions.
3) Drafting and Advertising an RFP.
4) Receiving Bidders' Responses.
5) Evaluating Bidders' Responses.
6) Making Recommendations to the NJPA Board.
7) Awarding Vendor(s).
8) Posting Approved Contract Documents.
9) Developing and Implementing a Joint Marketing Plan with Awarded Vendors.
10) Reviewing and Maintaining our Contract throughout Its Term.

Q. WHAT IS THE FIRST STEP FOR AN INTERESTED AGENCY TO PARTICIPATE?

A. Qualifying agencies must register for Membership and may join in a matter of minutes. Visit www.njpacoop.org and apply online; download and complete a hard copy, or call 888-894-1930 to receive your application by mail.

Q. HOW DOES THE PURCHASE PROCESS FLOW?

A. After Membership has been established, the Member selects the contract of choice from our purchasing catalog and contacts the Vendor directly for specific product, service, ordering and delivery information. Billing is executed by the servicing Vendor or manufacturer. NJPA monitors contract compliance by the Vendor to ensure a high level of service, quality of goods and general customer satisfaction as expressed by the Member. Prior to executing the purchase order, it would be the Member's responsibility to review and accept the general terms and conditions of the specific RFP of interest and at that point, execute the purchase order directly with the awarded Vendor. Your Membership allows the NJPA Board of Directors and NJPA staff to facilitate the bid and procurement responsibilities on your behalf.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

A. NJPA requires "manufacturer product and service responsibility". This eliminates the transferring of blame in the event the customer is not satisfied. Responding manufacturers accept this responsibility and, in extreme cases, NJPA would be involved in specific communications to ensure the customer is satisfied with the complete process of procurement and contract compliance. NJPA contracts are four-year terms, reviewed annually for compliance. This level of assurance and review will give Members the leverage necessary to insure the highest level of products and service.

Q. HOW DO I BECOME AN AUTHORIZED SUPPLIER OF NJPA?

A. NJPA encourages all national Vendors to respond to the NJPA RFP solicitations. Our bids are solicited, advertised and posted on www.njpacoop.org (our website), www.noticetobidders.com and in the Minneapolis Star Tribune.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

A. Visit our web site at www.njpacoop.org or contact any of our Vendors listed in our purchasing catalog. You also may contact us directly at 888-894-1930 or:

Mike Hajek, Director of Contracts & Marketing
mike.hajek@njpacoop.org • 218-894-5477

Duff Erholtz, Manager of Membership Services
duff.erholtz@njpacoop.org • 218-894-5490

Our 10-Step Procurement Process:

It is the desire of NJPA to meet our Members' procurement requirements, but it is ultimately our Members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our Request for Proposal (RFP) process is continuously being refined to meet the changing needs of our Members. The desired result is a national, competitively bid procurement and contract process that is not only valued by Members, but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed Vendors.

1) RESEARCHING MEMBER NEEDS

Carried out at numerous national trade shows, we take the opportunity to not only display our current offerings, but also listen to our Members' needs in an effort to refine our current product and service offerings.

2) RESEARCHING THE MARKET FOR SOLUTIONS

Constant research helps us develop the best approach for each offering. Some industries lend themselves to an invitation for a manufacturer's response because a single manufacturer provides a complete industry solution through a number of authorized dealers. Other industries lend themselves to an invitation for a distributor response because individual distributors provide complete industry solutions as representative for a large number of manufacturers.

3) DRAFTING AND ADVERTISING AN RFP

This involves updating our largest, single document to meet the needs and requirements of our Members through the RFP scope, goal, intent and specifications for procurement of products and equipment. NJPA reserves the right to offer, invite and conduct a pre-bid meeting to educate potential responders and answer any questions and concerns surrounding the upcoming RFP. Questions that arise are received and addressed as defined within the general terms of the RFP.

NJPA advertises each RFP for two consecutive weeks in the Minneapolis Star Tribune (print and web), on www.njpacoop.org, www.noticetobidders.com, and locally as-needed to satisfy procurement guidelines (e.g., Hawaii and Oregon). NJPA also posts bids on appropriate third party solicitation websites. NJPA desires to invite as many providers of products and equipment as possible; however, our postings require responders to meet stringent business practices, so not all providers have the ability or desire to respond. As a result, NJPA Members work with companies that demonstrate the highest level of service and delivery of products, equipment and services, as well as the best overall value at the lowest possible contract price.

4) RECEIVING BIDDERS' RESPONSES

Bids are opened at a public ceremony specified in the RFP.

5) EVALUATING BIDDERS' RESPONSES

Evaluation begins at the bid opening by determining the "Responsiveness" of each bid. **"Level One Responsiveness" includes:**

- Timely submission.
- Properly tabbed and organized bid.
- Electronic as well as physical copies of their submission.
- Original signatures on appropriate documents.
- Bid bond/bid security all properly submitted.

The evaluation process continues with "Level Two Responsiveness", or the evaluation of the bid response by the Bid Evaluation Committee according to the procedures and parameters set by the RFP. Our typical RFP invites the widest possible variety of products and services within the scope of a bid. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA Members. We also specifically invite bidders to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our Members.

PROCUREMENT PROCESS

Evaluating bidders' responses, continued:

The perceived procurement value of a bid to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- Conforming to RFP's intent, scope and specifications;
- Competitive pricing strategies;
- Ability to sell and service NJPA Members nationally;
- Financial strength, experience and success in the industry/marketplace;
- References from past customers and prior experience with NJPA;
- A clear, concise, aggressive and effective marketing plan;
- Value added related products, services and technological advances;
- Financing options and detailed payment terms;
- Warranty and product and service responsibility; and
- Identifying the depth, breadth and quality of products and service offerings.

Additional consideration is given to bidder's who demonstrate "Green" and Disadvantaged Business Enterprise and the ability sell and service Canada and other International provinces.

The final evaluation is conducted using the "Bid Evaluation" form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded Vendor determination.

6) MAKING RECOMMENDATIONS TO THE NJPA BOARD

The recommendations of the Bid Review Committee are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

7) AWARDING VENDOR(S)

Upon approval by the NJPA Board, the recommended Vendor is awarded a four-year contract with NJPA, subject to annual renewals. The Contract Manager and/or the Director of Contracts and Marketing welcome the new vendor to NJPA.

8) POSTING APPROVED CONTRACT DOCUMENTS

A complete procurement file is organized and posted on our website, offering the applicable evaluation, contract and solicitation documents where they can be reviewed by our Members.

9) DEVELOPING AND IMPLEMENTING A JOINT MARKETING PLAN WITH AWARDED VENDORS

NJPA works with both the Vendor and Member to educate people about the benefits and uses of an awarded contract. We work with the awarded Vendor(s) to educate and energize their sales and service teams.

We advertise our awarded contracts in selected national publications, produce a full-color, hard copy "Contract Directory" and maintain a website offering of the contract opportunities. NJPA exhibits with Vendor Partners, in numerous national trade shows and provide break-out meetings presenting information at those trade shows on contract purchasing and cooperative opportunities available through NJPA.

10) REVIEWING AND MAINTAINING OUR CONTRACT THROUGHOUT ITS TERM

Contracts are reviewed annually for their effectiveness. NJPA contracts are written with four-year terms and subject to annual renewals based on those reviews. As a result, NJPA provides a simple, structured, well-documented procurement contract in an effort to create a seamless process for all of its Member procurement needs. It is important to stress that NJPA does not eliminate Member responsibility for following the bid process, but rather, provides a nationally pre-competed option, so as not to duplicate the formal bid process.

It's Simply the Best Way to Get Started

Copy this form, or join online: www.njpacoop.org and select "join."

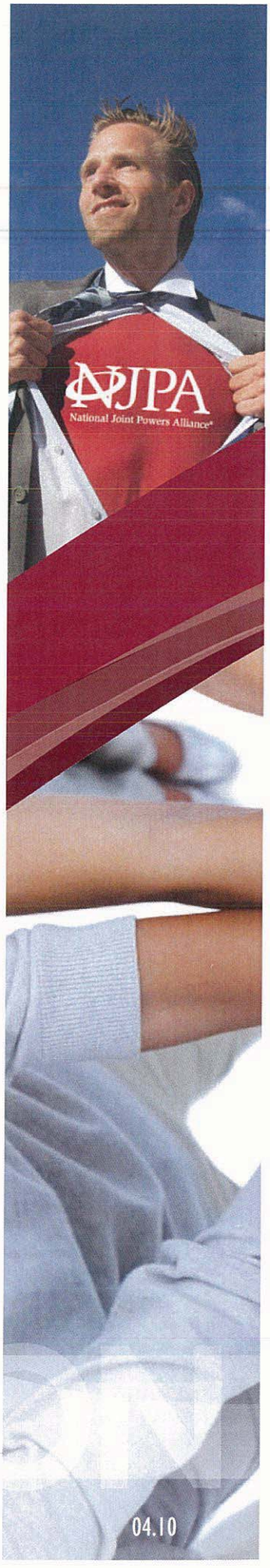
be the hero...
SUPER CHOICES

NJPA contracts offer value to our Members through:

- *Saving our Members the time and effort of facilitating their own competitive bid.*
- *Volume pricing discounts associated with a national purchasing alliance.*
- *The highest quality products and equipment provided by nationally acclaimed Vendors.*

NJPA Contracts are competitively bid on your behalf. A no-cost, no-obligation Membership is all you need to access CHOICE—and get connected to competitively bid and awarded Contracts at national volume discounts. There is a better way...it's NJPA.

Over 30,000 Members are already enjoying the value of choice in purchasing. Hundreds more are joining each month. Membership is at no cost and no obligation. Be the hero. Join today!



NJPA
National Joint Powers Alliance®

www.njpacoop.org

Competitively Bid Contract Purchasing Solutions

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National Joint Powers Alliance®

Creating an Alliance Between Buyers and Suppliers

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VENDOR DIRECTORY
INVITATION FOR BID

VENDOR LIST VENDOR MARKETING SITE

NJPA has established a mission to serve you, our Members, through a continuous effort to meet your present and future needs. The following contracts have been awarded and are current for NJPA and membership use.

ATHLETICS & HEALTH

Athletic Surfaces

Atlas Track & Field
Mondo USA, Inc.

Athletic/Phy-Ed Supplies & Equipment

Samson Equipment, Inc.
Sportime LLC

Playground Equipment

Little Tikes Commercial

EQUIPMENT & APPLIANCES

Healthy Vending

H.U.M.A.N. Healthy Vending

Commercial Kitchen

Pasco

HEALTH SOLUTIONS

Medical Supplies & Equipment

School Health
Zee Medical

Medication Therapy Management (MTM)

Outcomes Pharmaceutical Health Care

Pharmaceutical Benefit

Amerisource Bergen

CONSTRUCTION, FACILITY & MRO

Construction, Repair & Contractor Services

EZIQC

Roofing/Facility Asset Management

WTI - Tremco

Maintenance, Repair & Operating Supplies (MRO)

Grainger

Floorcovering/Carpeting

Interface Americas Inc.

HEAVY EQUIPMENT

Heavy Equipment

Caterpillar
Bobcat
Vermeer
Federal Contracts Corp.
Case IH
LeeBoy, Inc.
Manitowoc Crane Group
Sykes AmeriPumps
Winpower

Alternative Energy

Caterpillar
Noveda

LANDSCAPING EQUIPMENT

Altec
John Deere
Kubota
Vermeer
Federal Contracts Corp.
Felling Trailers
Global Trailer
Land Pride
Mahindra
Terex

FLEET

Auto/Truck Parts & Equipment

NAPA Auto Parts

Emergency Response

CDW-G
Logistic Systems
Federal Contracts Corp.
Winco

Continental Flooring Company
Milliken and Company
Shaw Contract
Tandus US, Inc.

Portable/Modular Space Solutions

Satellite Shelters, Inc.

CLASSROOM/OFFICE FURNITURE & SUPPLIES

Classroom & Office Furniture

Steelcase
KI
Palmer Hamilton
School Specialty Education Essentials
Staples Advantage - office
Staples Advantage - classroom

Classroom & Office Related Supplies & Accessories

Staples Advantage

Custodial Supplies & Consulting

Hillyard

TECHNOLOGY

Administrative Software & Services

SCHOOLDUDE.com
Tyler Technologies

Classroom Sound Amplfication

LightSPEED Technologies

Computer/Technology Services, Equip., Supplies

CDW Government, Inc.

Copiers, Facsimile & Document Management

Sharp Electronics

Security & Equipment

ADT

Telecommunications

Mitel

MISCELLANEOUS

e-Procurement

SciQuest

Postage Meters, Equipment & Mailing Supplies

Neopost
DHL Global Mail

Staffing & Professional Employment-Related Services

Manpower

Transportation

Hoglund Bus & Truck

Fleet Management Technology

Trimble
Fuel Master
INVERS
AssetWorks, Inc.
Federal Contracts Corp.
Driver's Alert

PUBLIC TRANSIT & UTILITY

Public Mass Transit

ABC Bus, Inc.
International Bus Group
Motor Coach Industries, Inc.
New Flyer of America, Inc.
Eldorado-California, Inc.
Eldorado-Kansas, Inc.
National Bus Sales and Leasing, Inc.
Champion Bus/General Coach America, Inc.
Coach and Equipment Bus Sales, Inc
DATTCO, Inc.
Goshen Coach, Inc.
SVI, Inc., DBA Specialty Vehicles
Transportation Equipment Sales Corp.

Public Utility Vehicles

Allianz Sweeper Company
Genie Industries, Inc.
Atlantic Machinery, Inc.
Federal Signal Corp.
Gradall Industries, Inc.

OTHER

Equipment & Fixed Asset Leasing

National Cooperative Leasing

INSURANCE SERVICES

Group Life Insurance

Group Long Term Disability

Group Short Term Disability

Alliant Insurance Services

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ABOUT US FAQ BOARD STAFF FINANCE & BYLAWS LEGAL

NATIONAL JOINT POWERS ALLIANCE

Realize the power and value of National Contract Purchasing! At the National Joint Powers Alliance® (NJPA) we are driven to provide efficient public service through our National Cooperative Purchasing Programs. NJPA is a national organization that creates a business and service alliance between buyers and suppliers. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future.

Click Here for Printable **ABOUT US** Version

OUR BACKGROUND

The National Joint Powers Alliance is a Service Cooperative created by Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. We are a member owned cooperative, serving all public and non-public educational systems, governmental agencies and non-profits. NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd.15 and is enabled by M.S. 471.59 (The Joint Powers Law). Most of the states in the United States have enacted their version of the "Joint Powers" law. Each member is responsible to review the laws in their state to determine their ability to procure goods and services through the contracts provided by NJPA.

OUR PURPOSE

The general purpose of the NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating members. Our purpose therefore is to serve our membership by:

- Acquiring and providing procurement opportunities for goods and services needed by NJPA Members,
- To bring the benefits of national volume pricing to NJPA Members and
- To satisfy as many of the competitive bidding requirements of NJPA and NJPA Members as possible.

OUR VISION

Creating an alliance between buyers and suppliers.

OUR MISSION

Striving to meet the needs of our members by providing valued solutions that are respected by our suppliers.

OUR COMMITMENT

The National Joint Powers Alliance is committed to serving you, our members and customers. We offer a quality, measurable and cost-effective purchasing solution, by taking our members' common needs, researching the industry and returning the opportunity to purchase through

national contracts. We offer the very best products and services at the lowest possible prices by creating an alliance between buyers and suppliers. We understand that we are only able to do this as we work together, developing the partnerships that create a unified purchasing alliance.

CAREER OPPORTUNITIES

Coordinator of Bids and Contracts

For questions regarding Career Opportunities please contact Susan Nanik, Human Resource Manager at 218-894-5464

APPROVED

AI-24977
National Joint Powers Alliance (NJPA)
CC REGULAR

23.A.4.

Date: 02/01/2011
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion, and approval of a "Membership Agreement" between National Joint Power Alliance (NJPA) and Hidalgo County, thus allowing the County to become a member of the "Municipal Contracts Agency" and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of Commissioner's Court to execute the membership agreement.; Note: NO membership dues or fees required.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
ITEM DOES NOT REQUIRE FUNDING AND DOES NOT HAVE A FISCAL/ BUDGETARY IMPACT.

Attachments

Link: National Joint Powers Alliance
Link: National Joint Powers Alliance Cont.
Link: MEMBERSHIP AGREEMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/26/2011 03:13 PM	APRV
2	Budget & Management	Erika Zamora	01/27/2011 08:01 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/28/2011 11:19 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Matilde Faz Started On: 01/24/2011 10:37 AM
Final Approval Date: 01/28/2011

On motion of Commissioner Joseph Palacios, seconded by Commissioner Hector Palacios, the Court made a UNANIMOUS vote to approve items 22.C.1 & 2.

3. **Approval of interdepartmental/ interfund transfers.**

4. **Approval of revised salary schedule.**

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve items 22.C.3 & 4.

23. **Purchasing Department - Marty Salazar:** (Exhibit EE)

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
2. **Presentation for discussion, consideration and action**

   Including, but not limited to, the following items in connection with New Adult Detention Center:

   a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

   b) Construction of additional pod(s)

   c) Selection and engagement of an architect for the construction of additional pods

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

   NO ACTION taken on items 23.A.1-3.a, b & c.

4. **AI-24977 Presentation for consideration, discussion, and approval of a "Membership Agreement" between National Joint Power Alliance (NJPA) and Hidalgo County, thus allowing the County to become a member of the "Municipal Contracts Agency" and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding**

Officer/Member of Commissioner's Court to execute the membership agreement.; Note: NO membership dues or fees required.

On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

5. **AI-25018 Consideration and possible action to solicit a Request for Proposals (RFP) from interested and qualified parties for the Review, Assessment and Analysis for Possible Overcharges from Hidalgo County Electric Power Providers through scrutiny of Utility Billings on a contingency basis for Hidalgo County including, but not limited to the following: Reliant Energy, Magic Valley Cooperative, CP&L and Others.**

   On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

6. **AI-25016 Requesting authority to advertise a Request For Proposals packet (i.e. specifications, requirements terms, conditions, contract document) for: RFP-Prepaid (Post Tax) Voluntary Legal Services-Hidalgo County".**

   On motion of Commissioner Hector Palacios seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

   Commissioner Quintanilla stepped away.

7. **AI-24954 Acceptance of proposal received (for the purpose of issuance of purchase order) from Armko Industries, Inc. (through Hidalgo County's membership/participation with state, interlocal or cooperative purchasing programs awarded HCDE, Choice Facility Partners Contract #07/006JC) for testing of former Administration Building Atrium Roof and Assessment in connection with the on-going "Renovations to Former Administration Building 1st and 2nd Floors" in the amount of $2,500.00.**

   On motion of Commissioner Flores seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

B. Pct. 2

1. **AI-25038 a. Requesting approval of payment in the amount of $4,174.72 (reimbursement for R. Gutierrez Engineering Corp.) for the publication of statutory notice to public hearing for the McColl Rd in cooperation with Texas Department of Transportation and the Federal Highway Administration.**

   On motion of Commissioner Joseph Palacios seconded by Commissioner Hector Palacios, the Court made a UNANIMOUS vote of approval.

   b. Requesting acceptance & approval of Invoice No. 24407 in the amount of $200.00 for the spanish translation services from Davila & Associates, Inc. for the McColl Rd Project.

   On motion of Commissioner Hector Palacios seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. **AI-25083 Presentation for discussion, consideration, acceptance and approval of request for payment for the required fees to record subdivision for the Precinct No. 2 Office Complex Subdivision for the following fees:**

   a. $96.00- County Clerk #3;

   b. $250.00- Hidalgo County Drainage District #4;

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Monday, January 14, 2013 7:29 AM
To: 'Evangelina Garcia'
Subject: RE: REVIEW OF AGREEMENT WITH NATIONAL JOINT POWER ALLIANCE

The agreement is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Saturday, January 12, 2013 10:54 AM
To: 'Stephen L. Crain'
Cc: 'Martha Salazar'
Subject: REVIEW OF AGREEMENT WITH NATIONAL JOINT POWER ALLIANCE

Good Morning Mr. Crain:
Attached for your review and approval is a membership agreement between "National Joint Power Alliance" and Hidalgo County previously approved by Commissioners Court back on February 11, 2011 however being that the County's Auditor is requesting legal's approval for any agreements, this now requires your review for approval in order for me to proceed with an agenda item for the continuation of this membership agreement for year 2013. Appreciate your assistance on this.

Thank you

VANGIE Y. GARCIA, CONTRACT'S MANAGER
HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HWY. 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 292-7000 EXT. 4856
EMAIL: evangelina.garcia@co.hidalgo.tx.us

AI-36393 **Purchasing Department 11. G.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of request by awarded contractor "Holchemont LTD" (previously approved by CC on 07/24/12) for disbursement of funds to be sent to project disbursing administrator and underwriting manager "Maguire Insurance Agency, Inc." as a condition by/from their Surety "Philadelphia Indemnity Insurance Company", thus directing all contract payment proceeds under AIA Contract #C-12-028-07-24 with Holchmont, LTD for the "Construction Of New Constable Building In Precinct One" to be directed to Maguire Insurance Agency.

BACKGROUND

Said "Funds Disbursing Agreement" was included with the AIA Contract when approved by Commissioners Court on July 24, 2012, however the wording for the disbursement request was not on the caption of the agenda (AI#33323).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

PO#680750-Balance as of 01/15/13 in the amount of$683,583.06.

Attachments

Previous Agenda Item #33323

Disbursement Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2013 09:47 AM
Budget & Management	Obdett Calzada	01/16/2013 10:34 AM
Manuel Chapa	Manuel Chapa	01/18/2013 11:28 AM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Vangie Garcia Started On: 01/15/2013 10:57 AM

Final Approval Date: 01/25/2013

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 24th day of July in the year 2012
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
1615 South Closner, Suite J
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

Holchemont, LTD.
900 North Main Street
McAllen, Texas 78501

for the following Project:
(Paragraphs deleted)
Construction Of A New Constable Precinct No. 1 Offices to consist of 4245Sq. Ft. located at Joe Stevens Blvd., Weslaco, Texas

The Architect:
(Name, legal status, address and other information)
Alcocer-Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date will be in the Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, One Hundred Fifty Dollars ($150.00) per calendar day after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

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§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (275) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Twenty Four Thousand ($724,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Betterment Allowance	
Contingency/Betterment Allowance	$5,000.00
Addendum No.1-Waterline Extensions Allowance	$2,800.00
TOTAL AMOUNT	$7,800.00

4.5 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 Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and reviewed by the Construction Manager (as such term is hereinafter defined), as evidenced by the Construction Manager's signature, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.** .
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager, and Architect may require. This schedule, unless objected to by the Architect or the Owner and Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. For purposes of this Agreement "Construction Manager" is defined as G.A.S. Enterprises, Inc.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit** ;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five Percent (5 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit ""**;

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Construction Manager and the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit ""**;

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§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed by the Construction Manager and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information)
Hidalgo County Commissioner's Court and _____, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1. as authorized representatives.

§ 8.4 The Contractor's representative:
(Name, address and other information)

Holchemont, LTD.
Micahel Che Montalvo
900 North Main Street
McAllen, Texas 78501

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, **as modified by Owner and attached hereto as Exhibit "",**

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit "".**

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	May 7, 2012	2
Addendum No. 2	May 8, 2012	8
Addendum No.3	May 9, 2012	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Exhibit '' Bid Form and Addendums from
2. Exhibit '' Project Manual (Specifications)
3. Exhibit '' AIA A201-2007, as modified by the Owner.
4. Exhibit '' Notice to Proceed
5. Exhibit '' Certificate of Insurance
6. Exhibit '' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007,,**as modified by Owner and attached hereto as Exhibit ""**).*

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

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This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*

By: Ramon Garcia, County Judge
(Printed name and title)

CONTRACTOR *(Signature)* 8/2/12

By: Michael Che Montalvo Manager
(Printed name and title)

APPROVED AS TO FORM:
Allen Holt & Rodriguez LLP
By: SLC

(Signature)

By: Stephen L. Crain
(Printed name and title)

ATTEST:

(Signature)

By: Arturo Guajardo Jr., County Clerk
(Printed name and title)

Approved by Commissioners' Court
on 7/24/12 RO

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Additions and Deletions Report for
AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 24th day of July in the year 2012
(In words, indicate day, month and ~~year.~~)year)

...

County of Hidalgo
1615 South Closner, Suite J
Edinburg, Texas 78539

...

Holchemont, LTD.
900 North Main Street
McAllen, Texas 78501

...

~~*(Name, location and detailed description)*~~

Construction Of A New Constable Precinct No. 1 Offices to consist of 4245Sq. Ft. located at Joe Stevens Blvd., Weslaco, Texas

...

Alcocer-Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501

PAGE 2

Date will be in the Notice to Proceed.

...

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor

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agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, One Hundred Fifty Dollars ($150.00) per calendar day after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

PAGE 3

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~(~~ (275) days from the date of commencement, or as follows:

...

See 3.1.1 above.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($~~ Seven Hundred and Twenty Four Thousand ($724,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Item	Units and Limitations	Price Per Unit ~~($0.00)~~($ 0.00)

...

Betterment Allowance	
Contingency/Betterment Allowance	$5,000.00
Addendum No.1-Waterline Extensions Allowance	$2,800.00
~~Item~~	~~Price~~
TOTAL AMOUNT	$7,800.00

4.5 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 Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

PAGE 4

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the ~~Architect,~~ Architect and reviewed by the Construction Manager (as such term is hereinafter defined), as evidenced by the Construction Manager's signature, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the** ~~day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~**fifth day following approval by Commissioners Court. .**

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...

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager, and Architect may require. This schedule, unless objected to by ~~the Architect,~~ the Architect or the Owner and Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. For purposes of this Agreement "Construction Manager" is defined as G.A.S. Enterprises, Inc.

...

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (~~ Five Percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for ~~Construction;~~Construction, **as modified by Owner and attached hereto as Exhibit ;**

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (%);~~Five Percent (5 %);

...

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document ~~A201–2007.~~A201–2007, **as modified by Owner and attached hereto as Exhibit "";**

...

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Construction Manager and the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

...

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document ~~A201–2007.~~A201–2007, **as modified by Owner and attached hereto as Exhibit "";**

Not Applicable

...

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C";** and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed by the Construction Manager and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~Payment **and upon acceptance by the Owner and Architect,**

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User Notes: (1901279586)

and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.

...

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

...

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** the method of binding dispute resolution shall be as follows:

...

[X] Litigation in a court of competent jurisdiction

PAGE 6

%

...

Hidalgo County Commissioner's Court and _____, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1. as authorized representatives.

...

Holchemont, LTD.
Micahel Che Montalvo
900 North Main Street
McAllen, Texas 78501

...

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and ~~Contractor.~~Contractor, **as modified by Owner and attached hereto as Exhibit "",**

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for ~~Construction.~~Construction, **as modified by Owner and attached hereto as Exhibit "".**

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

PAGE 7

Addendum No. 1	May 7, 2012	2
Addendum No. 2	May 8, 2012	8
Addendum No.3	May 9, 2012	3

...

.1 AIA Document ~~E201™–2007,~~ E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

...

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User Notes: (1901279586)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Exhibit '' Bid Form and Addendums from
2. Exhibit '' Project Manual (Specifications)
3. Exhibit '' AIA A201-2007, as modified by the Owner.
4. Exhibit '' Notice to Proceed
5. Exhibit '' Certificate of Insurance
6. Exhibit '' Performance and Payment Bonds

...

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document ~~A201–2007.~~A201–2007, **as modified by Owner and attached hereto as Exhibit "",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document ~~A201–2007.)~~A201–2007, **as modified by Owner and attached hereto as Exhibit "").***

Type of insurance or bond	Limit of liability or bond amount ~~($0.00)~~($ 0.00)

PAGE 8

This Agreement entered into as of the day and year first written ~~above.~~above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)* 8/2/12
By: Ramon Garcia, County Judge	By: Michael Che Montalvo Manager
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM: Atlas Hall & Rodriguez LLP By:	**ATTEST:**
~~**OWNER**~~ *(Signature)*	~~**CONTRACTOR**~~ *(Signature)*
By: Stephen L. Crain	By: Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on 7/24/12 RO

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User Notes: (1901279586)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Hidalgo County Judge Ramon Garcia, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:54:44 on 07/20/2012 under Order No. 1180968477_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

County Judge

(Title)

8-22-12

(Dated)

Approved by Commissioners' Court
on 7/24/12

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User Notes: (1901279586)

HOLCHEMONT, LTD.

PROPOSAL

FOR CONSTRUCTION SERVICES

BID-2012-028-05-09-MSS-
HIDALGO COUNTY
CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES

WESLACO, TEXAS

County's Purchasing Department
2802 S. Business Hwy 281
Edinburg, TEXAS 78541
Wednesday, May 09, 2012 at 03:00PM

Respectfully Submitted By:
HOLCHEMONT, LTD.
900 N. Main Street McAllen, Texas 78501
O: 956 686 2901 F: 956 686 2925

HIDALGO COUNTY PCT. 1 NEW CONSTABLE OFFICES

ALLOWANCES:

BETTERMENT	specs	$5,000.00
Water line extension	addendum	$2,800.00
		$7,800.00

THE ABOVE LISTED ALLOWANCES ARE INCLUDED IN BASE BID.

SUBMITTED BY: MICHAEL CHE MONTALVO
HOLCHEMONT LTD.
9-May-12

PURCHASING DEPARTMENT
County Of Hidalgo

May 7, 2012

RE: ADDENDUM NO. 1
Project No.: 2012-028-05-09-MSS
Hidalgo County- "CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with **Hidalgo County**-request for Request for Bids for –**"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete response. See original request for packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 in the bid form and signing and returning this page to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive a complete **ADDENDUM NO. 1,** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"Hidalgo County– CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: DRS

HOLCHEMONT, Ltd.
COMPANY NAME

ADDENDUM NO. 1

ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

May 7, 2012
Hidalgo County
–"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "
PROJECT NO.: 2012-028-05-09-MSS

ATTACHED YOU WILL FIND ADDENDUM INFORMATION ISSUED BY ARCHITECT CONSISTING OF 1 (one) PAGE.

I, Michael Che Montalvo acknowledge receipt of ADDENDUM NO. 1 dated, March 07, 2012, for –"Hidalgo County-"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES " PROJECT NO.: 2012-028-05-09-MSS.

Michael Che Montalvo
Printed Bidder Name

05-09-2012
Date

Holchemont Ltd.
Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR RESPONSE, IN ORDER TO COMPLETE PROJECT PACKET.

PURCHASING DEPARTMENT
County Of Hidalgo

May 8, 2012

RE: ADDENDUM NO. 2
Project No.: 2012-028-05-09-MSS
Hidalgo County- "CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2,** in connection with **Hidalgo County**-request for Request for Bids for –**"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Please add this **ADDENDUM NO. 2** to your bid packet so as to permit your company to submit a complete response. See original request for packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2in the bid form and signing and returning this page to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive a complete **ADDENDUM NO. 2,** please notify us immediately at (956) 318-2626

Please be advised that this **ADDENDUM NO. 2** will complete your RFB packet for **"Hidalgo County– CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:

Holchemart Ltd.
COMPANY NAME

ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 2

May 8, 2012
Hidalgo County
–"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "
PROJECT NO.: 2012-028-05-09-MSS

ATTACHED YOU WILL FIND ADDENDUM INFORMATION ISSUED BY ARCHITECT CONSISTING OF 8 (eight) PAGES.

I, Michael Che Montalvo acknowledge receipt of ADDENDUM NO. 2 dated, March 08, 2012, for –**"Hidalgo County-"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES " PROJECT NO.: 2012-028-05-09-MSS.**

Michael Che Montalvo
Printed Bidder Name

05-09-2012
Date

Holchemont Ltd.
Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR RESPONSE, IN ORDER TO COMPLETE PROJECT PACKET.

ADDENDUM NO. 3

May 9, 2012
Hidalgo County
–"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "
PROJECT NO.: 2012-028-05-09-MSS

ATTACHED YOU WILL FIND ADDENDUM INFORMATION ISSUED BY ARCHITECT CONSISTING OF 3 (three) PAGES.

I, Michael Montalvo, acknowledge receipt of ADDENDUM NO. 3 dated, March 09, 2012, for –"**Hidalgo County-"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES " PROJECT NO.: 2012-028-05-09-MSS.**

Printed Bidder Name

May 09, 2012
Date

Holchemont, Ltd
Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR RESPONSE, IN ORDER TO COMPLETE PROJECT PACKET.

PURCHASING DEPARTMENT
County Of Hidalgo

May 9, 2012

RE: ADDENDUM NO. 3
Project No.: 2012-028-05-09-MSS
Hidalgo County- "CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES "

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3,** in connection with **Hidalgo County**-request for Request for Bids for –**"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Please add this **ADDENDUM NO. 3** to your bid packet so as to permit your company to submit a complete response. See original request for packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 3in the bid form and signing and returning this page to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive a complete **ADDENDUM NO. 3,** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 3** will complete your RFB packet for **"Hidalgo County– CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES ".**

Thank you for your prompt attention to this matter.

Martha L Salazar **BY:**

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Holchemont, Ltd.
COMPANY NAME

ADDENDUM NO. 3
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

HIDALGO COUNTY
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"

BID No. -2012-028-05-09-MSS

SUBMITTAL CHECK LIST
FOR COUNTY FRONT END FORMS

The following list of forms from the County "Front End Documents" must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

✓ Page 9 of Legal Notice

✓ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

✓ Exhibit "D" -CIQ Form.

✓ Exhibit "E" –Proposers Affidavit

✓ Certification Regarding Debarment

✓ Vendor Bidder Application and IRS form W-9

✓ One (1) original, Three (3) copies of complete Response, including any other documentation requested in this RFB not listed in County Front Document Forms (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).

Name: Holchemont, Ltd.

Signature: _____ Date: 05/09/2012

EXHIBIT 'B'

BID

OPENED 3:21 5-9-12 Witnessed

PROJECT: Constable's Office Building
Hidalgo County Precinct 1
Hidalgo County, Texas
RFB No. 2012-028-05-09-MSS

PROPOSAL FROM: **Holchemont, Ltd.**

TO OWNER: County of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78539

Having fully examined the Legal Notice, the General Conditions, Bonds Requirements, Specifications and Drawings related to the above project, as well as the site and conditions affecting the work, bidder proposes to furnish all materials, equipment and labor called for by the entire and completed work in accordance with before mentioned documents for the sum of:

BID: Seven Hundred and twenty four thousand DOLLARS
(In words)

($ 724,000.00)
(In figures)

The Undersigned hereby declares that he has visited the Site and has carefully examined the Drawings, Specifications, Contract Documents and Bidding Documents related to the Work covered by his Bid.

Upon receipt of " NOTICE OF AWARD ", the Undersigned will immediately execute the formal Contract (Agreement). Bidder agrees to commence the work within 10 days of receipt of "NOTICE TO PROCEED" and to complete the construction of the project within 275 calendar days of the starting date to be stated in the "NOTICE TO PROCEED".

The Proposal, the Agreement, the Drawings, the General Conditions, Supplementary General Conditions, the Specifications and any Addenda shall all become a part of the Contract.

Bidder acknowledges receipt of the following Addenda: **#1, #2, #3**

If Bidder is notified of the acceptance of this Bid Proposal with sixty(90) calendar days after bid opening, bidder will enter into an agreement with the County of Hidalgo. The contract required will be AIA Document A101, latest edition, Standard Form of Agreement Between Owner and Contractor, Stipulated Sum. The corresponding General Conditions of the Contract for Construction, are a part of these specifications as if herein included in its entirety.

The Bidder, if awarded the contract, agrees to execute and deliver to the Architect within ten (10) calendar days of the Notice of Award date, satisfactory bonds in the amount of one hundred (100%) percent of Contract Sum conditioned on faithful Performance of Contract and one hundred (100%) percent Payment Bond .

The Bidder shall furnish with this proposal a cashier's check, or bid bond, in the amount of five (5%) percent of greatest amount bid. The check or bid bond shall be made payable to the Owner. The check or bid bond shall be left in escrow with the Architect at bid opening and is the measure of liquidated damages which Owner will sustain by the failure of the bidder to execute and deliver the above named agreement and bonds within ten (10) calendar days of written notification of award of contract to the bidder. The bidder agrees to forfeit to the Owner the cashier's check of bid bond if bidder does not comply with the foregoing. However, if this proposal is not accepted by the Owner within ninety (90) calendar days of the bid opening, or if the bidder is awarded the contract and executes and delivers said contract, the check, or bond, will be returned to the bidder upon receipt of the signed contract and bonds by the Owner.

In addition to Bid Bond, refer to Submittal Check List for County Front End Forms. Include items required to be submitted with Bid.

FIRM: **Holchemont, Ltd.**

SIGNED BY: _____ If corporation affix seal here

TITLE: **Manager**

DATE: **May 09, 2012**

ADDRESS: **900 North Main Street**
McAllen, Texas 78501

TELEPHONE: **956-686-2901**

FAX: **956-686-2925**

Insurance Requirement Acknowledgment

I, Lori A Hernandez, authorized representative for Holchemont, Ltd,
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.

Lori A Hernandez
Authorized Representative

05-09-2012
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, Michael Montalvo, 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

05/09/2012
Date

Holchemont, Ltd.
Company

900 North Main Street
Address

McAllen, Texas 78501
City, State, Zip

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

05/09/2012

Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, **Michael Montalvo**, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and swom to before me this 09 day of 05, 2012.

_____
Notary Public

My commission expires: January 18, 2016

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: 

Print Name: Michael Montalvo

Title: Manager

Telephone Number: 956-686-2901

Date: May 09, 2012

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Holchemont, Ltd.** Telephone No. (956)686 2901

dba Name:

Legal Name: **Holchemont, Ltd.**

Mailing Address : **900 N. Main Street** Fax No. (956)686 2925

Physical Address:

City, State, Zip **McAllen, TX 78501** Tax I.D. No. **26-3913182**

Remit to Address : City, State, Zip **McAllen, TX, 78501**

E-Mail Address: **bids@holchemont.com**

Representative(s) Name(s) & Title(s) **Michael Montalvo - Manager**

Type of Organization (check one): ____ Individual __X__ 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: **Michael Montalvo - Manager**

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

•• Less than 125,000 annual gross receipt
•• Less than 250,000 annual gross receipt
•• Less than 499,000 annual gross receipt
•• More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

•• Black American
•• Hispanic American
•• Asian Pacific American
•• Native American
•• Women
•• Other

Have you been certified as a HUB or an MBE/WBE source?: •• Yes •• No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: •• Yes •• No

What type of product(s) is/are solicited by your company?: _____

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

Form **W-9**
(Rev. December 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)
HOLCHEMONT, LTD.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ 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) ▶ **P**

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
900 N MAIN ST

Requester's name and address (optional)

City, state, and ZIP code
MCALLEN TX 78501-4327

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
2	6	–	3	9	1	3	1	8	2

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 ▶ [signature] Date ▶ 07 MAR 12

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.

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: 2010 Updated Document

ADDRESS:

SUBMITTED BY: Holchemont, Ltd.

NAME: Michael Montalvo

ADDRESS: 900 N. Main St.
McAllen, Texas 78501

PRINCIPAL OFFICE:

[ ] Corporation
[X] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT *(If applicable)*:

FOR POTENTIAL PROJECTS,

TYPE OF WORK (file separate form for each Classification of Work):

[X] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other (please specify)

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?
3 Years

§ 1.2 How many years has your organization been in business under its present business name? 3 Years

§ 1.2.1 Under what other or former names has your organization operated?

None

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 8-22-07

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User Notes: (2073118258)

§ 1.3.2 State of Incorporation:
§ 1.3.3 President's name:
§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:
§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization: 8-22-07
§ 1.4.2 Type of partnership (if applicable): Domestic Limited Partnership
§ 1.4.3 Name(s) of general partner(s) Holchemont Management, LLC
Michael Montalvo, Its Manager

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING
§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE
§ 3.1 List the categories of work that your organization normally performs with its own forces.

Construction Management	Fixture Installation	Specialties
Demolition	Doors & Hardware	Rough Carpentry

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No.

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No.

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No.

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User Notes: (2073110258)

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No.

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Schedule A

§ 3.4.1 State total worth of work in progress and under contract:

$1,079,934.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Schedule B

§ 3.5.1 State average annual amount of construction work performed during the past five years:

$1.5M

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Schedule C

§ 4. REFERENCES

§ 4.1 Trade References:

Schedule D

§ 4.2 Bank References:

Schedule E

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

CBA Contract Bond Agency

§ 4.3.2 Name and address of agent:

Fred A. Thetford, Jr.
3817 Alamo Avenue
Fort Worth, TX 76107

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Furnished upon written request only.

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

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Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

LORENA CASTILLO, CPA with NEGRETE & ASSOCIATES
956.683.8171

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

NOT APPLICABLE

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this thday of December, 2010

Name of Organization: Holchemont, Ltd.

By: Michael Montalvo

Title: Manager

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this thday of Dec20 2010

Notary Public:

My Commission Expires: January 18, 2012

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2012

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SCHEDULE A

	Projects	Owner	Architect/Designer	Contract Amount	Percent Complete	Scheduled Completion
1	Nuestra Clinica del Valle SAN JUAN	Nuestra Clinica	ROFA Architects Inc.	1.4M	80%	15-Dec-11
2	Our Lady of Mercy Classroom Renovations	Diocese of Brownsville	Diocese of Brownsville	80m	50%	1-Oct-11
3	HCA Cath Lab Expansion VRMC	HCA Facilities Corp	Neos Architects, Inc.	997m	95%	23-Sep-11
4	Sharyland ISD Science Lab Reno	Sharyland ISD	Gomez Mendez Saenz	189m	100%	15-Sep-11
5	City of Escobares Fire Station	City of Escobares	Milnet Architectural Svcs.	503m	100%	27-Jun-11
6	Sun Strip Center Remodel	Sun Investments	Milnet Architectural Svcs.	301m	100%	30-Apr-11
7	COM Northbound Canopy	City of McAllen	McAllen Engineering	55 m	100%	15-Feb-11
8	Pollo Palenque Restaurant Remodel	Palenque Real Estate	Arqcarpa	331m	100%	15-Feb-11

SCHEDULE B

	Projects	Owner	Architect/Designer	Contract Amount	Completed	Self Performed
1	Inter National Bank	Carlos Garza	PBSJ	1.2 M	SEPT 05	1%
2	Inter National Bank (TI)	Carlos Garza	PBSJ	285 K	AUG 06	1%
3	Orange Plaza	Mario Von Chong	IDEO	850 K	NOV 07	1%
4	Rio Grande Regional Hospital (PICU)	HCA	HCA/ Facilities Services Group	538 K	MAY 08	1%
5	Rio Grande Regional Hospital (ER)	HCA	HCA/ Facilities Services Group	400 K	NOV 07	1%
7	Boot Jack Plaza	Alex Masso	N/A	1.1 M	NOV 07	1%

SCHEDULE C

	Key Personnel	Experience	Responsibilities	Commitments
1	Michael C. Montalvo	15 yrs	Senior Project Manager	Project Management for ALL projects
2	*Bernardo Gonzalez*	28 yrs	*Superintendent*	Superintendent
3	Fred Lopez	23 yrs	Estimator - Project Management	Estimating, Project Management
4	*Rumaldo Guerra*	11 yrs	Superintendent	Managing single project
5	Lori A. Hernandez	4 yrs	General Project Management (OFFICE)	General Project Management (ALL)
6	Samantha Rodriguez	1 yr	General Office	Clerical support

SCHEDULE D

Trade References

*** Spence Concrete**
P.O.Box 2767
McAllen, TX 78502
Contact: Esmer Mirabal
Phone: 956-682-5551
Fax: 956-682-2607

*** RGV Reprographics**
519 S. Broadway
McAllen, TX 78505
Contact: Teresa Smith
Phone: 956-686-1525
Fax: 956-686-1528

*** ERICO Building Systems, LLC**
3719 W. Mile 17 ½ Rd.
Edinburg, TX 78539
Contact: Eric Garcia
Phone: 956-789-0794
Fax: 956-287-8692

***Faires Plumbing Co., Inc.**
P O Box 1199
Edinburg, TX 78540
Contact: Kenny Faires
Phone: 956-802-9308
Fax: 956-383-7382

SCHEDULE E

INTER NATIONAL BANK
730 W. NOLANA LOOP
MC ALLEN, TX 78504
Joel Castellano, Branch Manager
956 682-3243

LONE STAR NATIONAL BANK
206 W. FERGERSON
PHARR, TX 78577
DAVID DEANDA, PRESIDENT
956 984-2684

IBC
1 SOUTH BROADWAY
MC ALLEN, TX 78501
DAVID GUERRA, PRESIDENT
956 686-0263

Joel Castellano
Branch Manager/Administrative Officer

May 8 2012

RE: Michael Montalvo
Holchemont Ltd

To Whom It May Concern:

It gives us great pleasure to introduce Mr. Michael Montalvo, owner of Holchemont LTD to your company. Mr. Montalvo is currently a customer of Inter National Bank and has maintained an excellent relationship with our financial institution since 2005.

Mr. Montalvo has a Business Checking Accounts with a large balances.

Any courtesies extended to him will be greatly appreciated by us.

If we may be of further assistance, please feel free to contact me personally at 956-682-3243.

Sincerely,

Joel Castellano

Joel Castellano
Branch Manager

730 West Nolana • McAllen, TX 78504 • 956-682-3243
Fax: 956-682-3389 lisaj@INBweb.com

INTER NATIONAL BANK

PREVIOUS CLIENTS

Organizations for whom Respondent has previously provided services of equal type and scope within the past five (5) years as verbal request at the pre-bid conference.

1.	Karen Valdez, VP, Inter National Bank,	INB-Weslaco Branch Project	956-664-8400
2.	Yoghesh Bhatt, Subway Development,	Subway Restaurant, McAllen, TX	956-928-0686
3.	Greg Seiler, CEO, HCA	Rio Grande Reg. Hosp. McAllen, TX	956-632-6000
4.	Sergio Loya, HCA	Valley Reg. Med. Ctr., Brownsville, TX	956-350-7101
5.	John Sun, Owner	Nolana Strip Center, McAllen, TX	956-279-9837

PROJECT TEAM

Michael C. Montalvo - Manager
Responsibilities:

- Coordinate all preconstruction activities and oversee the administration of the construction phase of the contract.
- Develop an overall project schedule from preconstruction through construction.
- Negotiate subcontracts
- Be responsible for cost control
- Administer all subcontracts
- Planning for efficiency and coordination of trades
- Review project shop drawings and coordinate field dimensions
- Accurate pricing for each phase of the project
- Package competitively bid subcontracted work

Bernardo Gonzalez - Superintendent and Project Manager
Responsibilities:

- Attendance at preconstruction meetings
- Be responsible to the owner for all project communication through preconstruction, construction, closeout and commissioning
- Managing all on-site construction activity
- Coordinate weekly progress meetings and safety meetings
- Subcontractor coordination
- Submit daily reports on a weekly basis including meeting attendance

Lori Hernandez - Assistant Project Manager
Responsibilities:

- Assist with distribution of subcontracts
- Administer all purchase orders
- Maintaining records of field testing
- Oversee document control
- Expedite approvals and deliveries

MICHAEL C. MONTALVO

Objective: providing quality commercial construction services.

2004 - Present
HOLCHEMONT, LTD.: Manager
MONTALVO CONSTRUCTION, LLC: President

Responsible for project management, estimating, administration of staff, general supervision of jobsites; and all other aspects of commercial construction from start to finish.
PROJECTS include:

•	OSUKA Restaurant, McAllen, TX -	$1.1 M
•	Boot Jack Plaza, Boot Jack TI McAllen, TX -	$1.4 M
•	Rio Grande Regional Hospital RICU & PACU, McAllen, TX	$550 K
•	Rio Grande Regional Hospital ER Renovations, McAllen, TX	$425 K
•	Trenton Plaza, McAllen, TX -	$950 K
•	Inter National Bank, McAllen, TX -	$1.1 M
•	Tex Best Travel Center, Dilley, TX -	$1.3 M
•	Centro Plaza, McAllen, TX -	$527 K
•	Church's Chicken Restaurant, Edinburg, TX -	$330 K
•	Orange Plaza, McAllen, TX -	$900 K
•	Subway Restaurant, McAllen, TX -	$282 K
•	Inter National Bank, Weslaco, TX -	$1.3 M
•	Villarreal Restaurant, McAllen, TX -	$650 K
•	City of Escobares Fire Station, Escobares, TX -	$475 K
•	HCA Cath Lab Expansion VRMC, Brownsville, TX -	$996 K
•	Nolana Strip Center Remodel, McAllen, TX -	$285 K

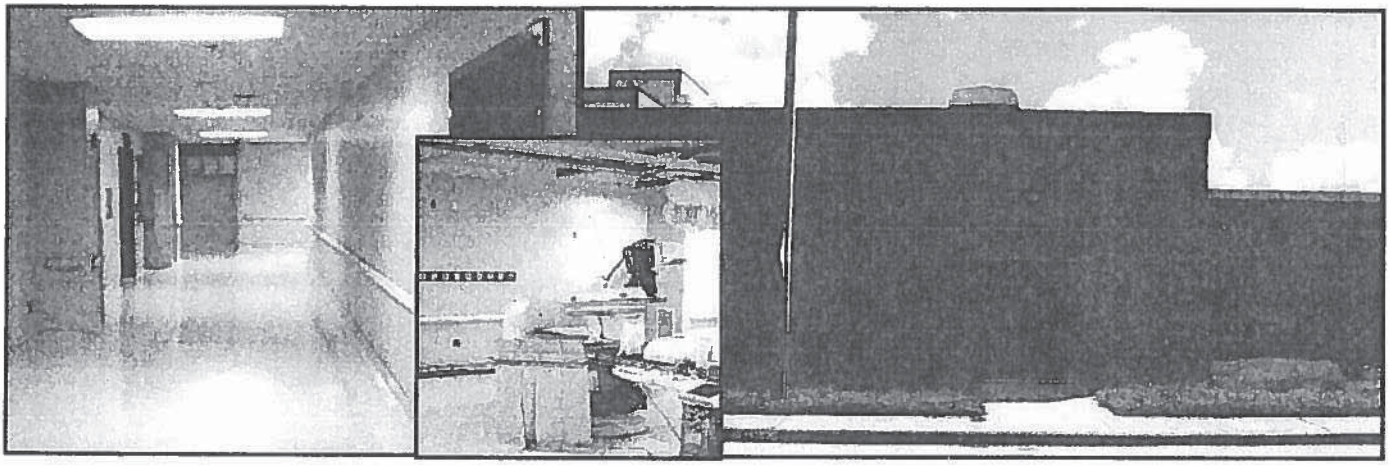
SPAWGLASS Contractors Inc. **Superintendent** **2000-2004**

•	*Edinburg North HS Auditorium and Renovation*	$7.24 M
•	Lantana Trade Center, Harlingen, TX -	$1.4 M
•	Air Traffic Control Tower, Corpus Christi, TX -	$18.7 M
•	UT Pan American General Classroom and Computer Center Building, Edinburg, TX -	$14.5 M
•	Austin Convention Center Expansion & Remodel	$72.2 M

SIMILAR PROJECTS INCLUDE

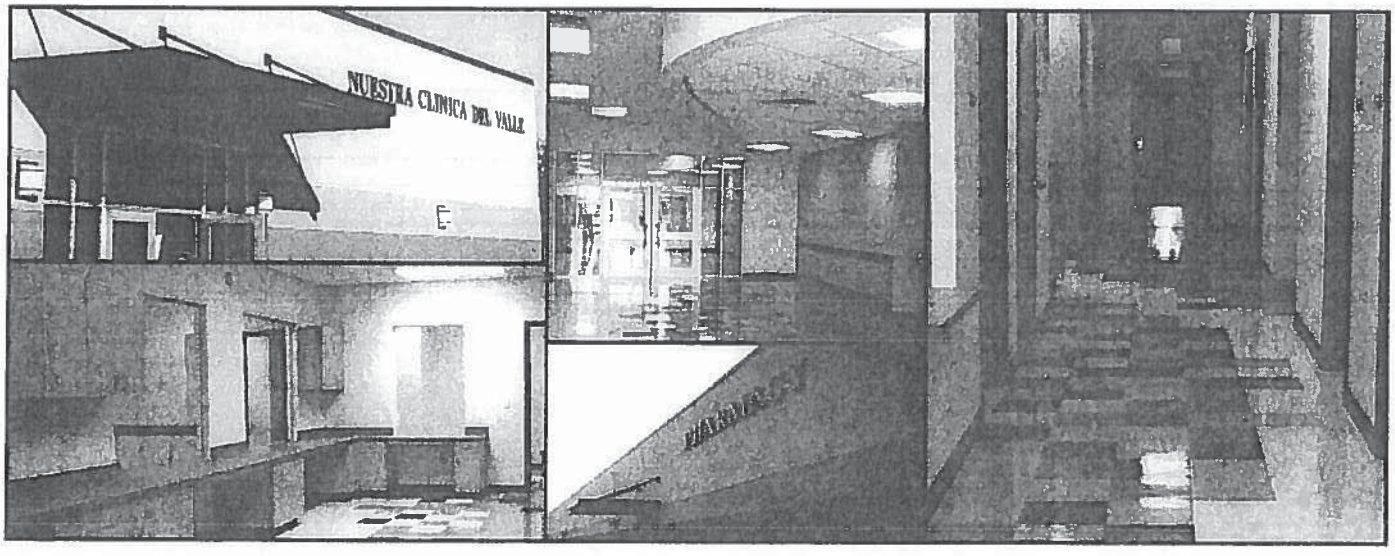
HCA CATH LAB EXPANSION

BROWNSVILLE, TEXAS



NUESTRA CLINICA DEL VALLE

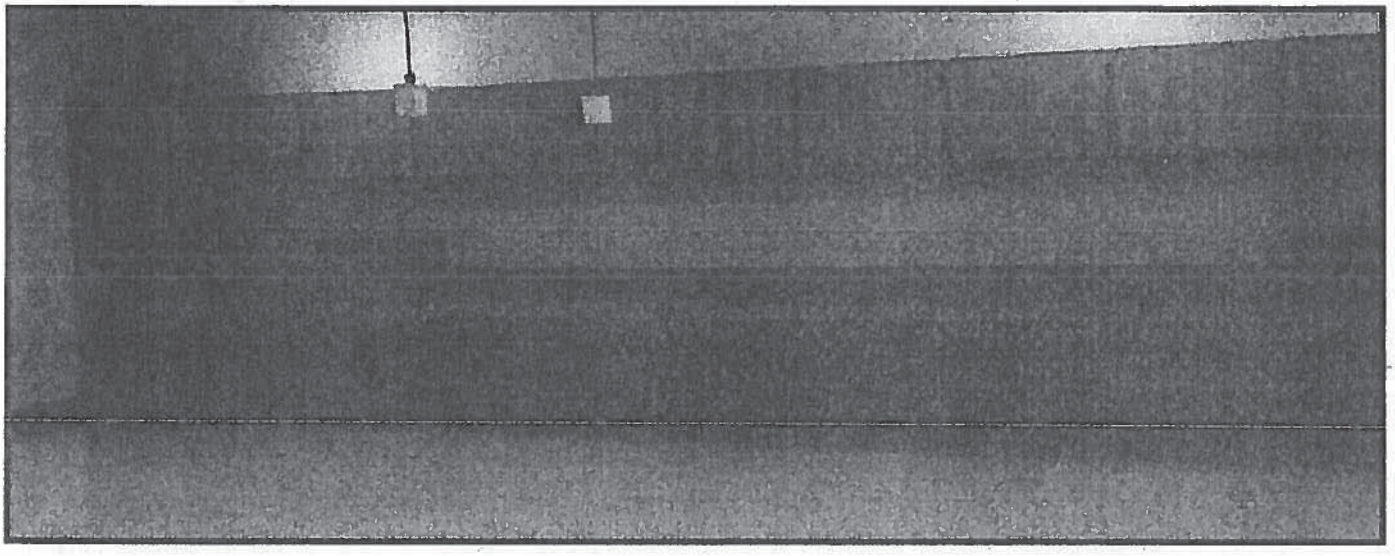
SAN JUAN, TEXAS



SIMILAR PROJECTS INCLUDE

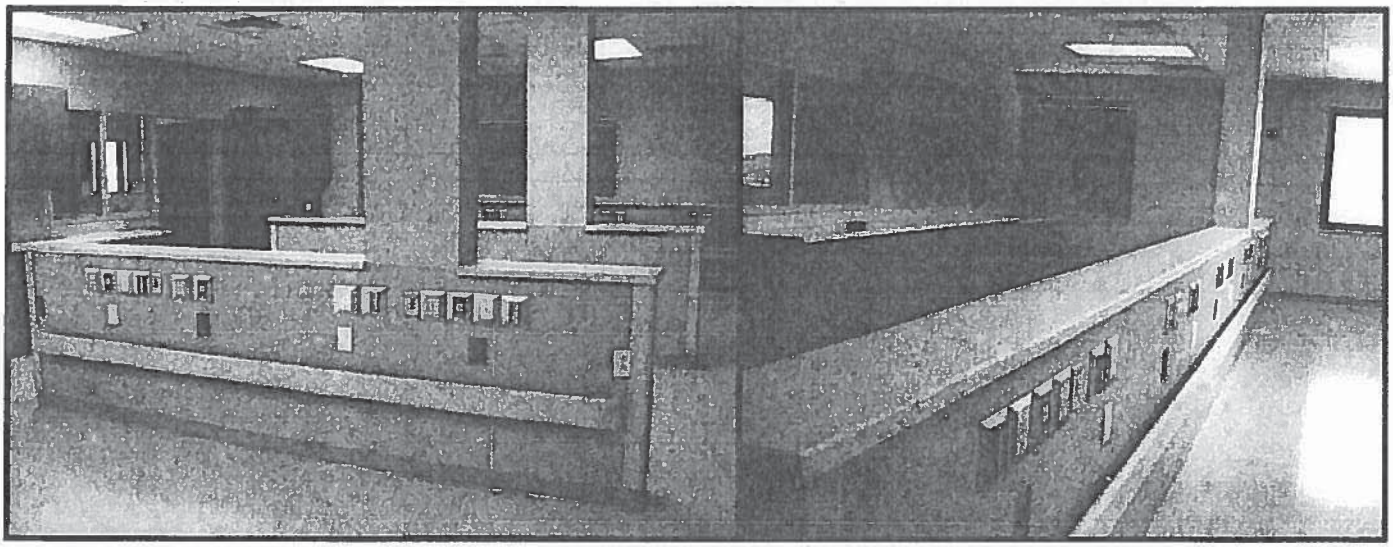
SHARYLAND HIGH SCHOOL SCIENCE LAB RENOVATIONS

SHARYLAND, TEXAS



RIO GRANDE REGIONAL HOSPITAL - PICU REMODEL

MCALLEN, TEXAS



SIMILAR PROJECTS

Michael C. Montalvo

- STC Child Development Center Covered Walkways, McAllen, TX
- HCA Cath Lab Expansion VRMC Brownsville, TX
- STC Modular Building Improvements, Weslaco, TX
- TSTC Engineering Center Upgrade, Harlingen, TX
- Sharyland High School Science Lab Renovations, Mission, TX

President - Montalvo Construction

- IDEA New Administration Building, Weslaco, TX
- Rio Grande Regional Hospital RICU & PICU McAllen, TX
- Rio Grande Regional Hospital ER Renovations McAllen, TX

Superintendent - SpawGlass

- Edinburg North HS Auditorium and Renovation, Edinburg, TX
- UT Pan American General Classroom and Computer Center Building, Edinburg, TX
- Americo Paredes Elementary School, Brownsville, TX

Bernardo Gonzalez

Superintendent and Project Manager - Holchemont, Ltd.

- STC Child Development Center Covered Walkways, McAllen, TX
- STC Modular Building Improvements, Weslaco, TX
- TSTC Engineering Center Upgrade, Harlingen, TX

Superintendent - D Wilson Construction Co.

- Veterans High School, Brownsville, TX

Superintendent - SpawGlass

- Americo Paredes Elementary School, Brownsville, TX
- UT Pan American Academic Health Center, Edinburg, TX

Superintendent - Terry Ray Construction

- Olivera Middle School Classroom Addition, Brownsville, TX
- Stell Middle School Faculty Addition, Brownsville, TX

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Construction Of A New Constable Precinct 1 Offices consisting of 4245Sq. Ft., Located at 1902 Joe Stevens Blvd., Weslaco, Texas 78596

THE OWNER:
(Name, legal status and address)
Hidalgo County
1615 S. Closner, Suite J
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Alcocer Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501

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Init.

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User Notes:
(959998329)

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§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (except as provided in Paragraph 5.3 and 5.4 hereof), (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions, if any;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETE.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor; or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly

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notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, may only be accomplished by an appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under the Contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper

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correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

1. represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
.2 represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
.3 certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

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§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s)

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watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no

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event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed

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time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the

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Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from

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all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting

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from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for

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incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative, along with a representative designated by the Owner, during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to kept the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's and Construction Manager's evaluations of the Contractor's Applications for Payment, the Architect and Construction Manager will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority and the responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a

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Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may only be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents and is subject to the approval of Owner.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract

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Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3 of the AIA document A101 – 2007 Edition, as modified by the Owner, per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal..

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 COMMITMENT OF CURRENT REVENUES ONLY

As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner or by Owner upon consultation with Construction Manager ("Construction Manager" shall have the same meaning as defined in the AIA Document A101-2007 as modified by the Owner). This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect and Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to

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Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment (which such Application for Payment shall be reviewed by the Construction Manager as evidenced by the Construction Manager's signature in the Certificate for Payment provided to the Owner), either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager's review shall be conducted concurrently with the Architect's review and completed in time for the Architect to certify the Application for Payment within seven (7) days.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

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§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the

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Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the

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Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the

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Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;

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e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement:"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises".

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework,

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testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED. .

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by

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property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code.

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate

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Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

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§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents.

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

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§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or

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relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraph deleted)

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Article 3 of the AIA document A 101 – 2007 Edition, as modified by the Owner, by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated

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in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract may be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Hidalgo County Judge Ramon Garcia, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:56:15 on 07/20/2012 under Order No. 1180968477_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Approved by Commissioners' Court
on 7/24/12 RO

(Signed)

County Judge
(Title)

8-22-12
(Dated)

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HOLCH-1 OP ID: DD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/12

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 IBC Insurance Agency, LTD- SA P.O. Box 39790 San Antonio, TX 78218-6790 Chad Hainley 210-646-9870 210-646-8418	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Holchemont, Ltd. Michael Montalvo 900 N Main McAllen, TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Association Insurance Company — 11240 INSURER B : Scottsdale Insurance INSURER C : Texas Mutual Insurance Company INSURER D : America First Insurance INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			GLP012190100	03/07/12	03/07/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
D	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA851139206	09/25/12	09/25/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XBS0021643	04/05/12	03/07/13	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001214543	07/28/12	07/28/13	[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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Site: 1900 Joe Stephens Drive Weslaco, Tx 78596
RFP 2012-0228-05-09-MSS
See Attached Blanket Additional Insured Endorsement #CG 20 33 07 04

CERTIFICATE HOLDER

HIDAL-3

Hidalgo County
2820 Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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List of vehicles:

2012 Chev Silverado #9134
2008 Wells Cargo Trl #3285
1998 Techspace Trl #189T

Policy No. CPS1365419

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   a. 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
   b. 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.

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INSURED

OP ID: DD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 08/17/2012

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AGENCY IBC Insurance Agency, LTD- SA P.O. Box 39790 San Antonio, TX 78218-6790 Chad Hainley	COMPANY American Zurich Insurance Co 1400 American Lane Schaumburg, IL 60196-1056
PHONE (A/C, No, Ext): 210-646-9870 FAX (A/C, No): 210-646-8418 E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: HOLCH-1	
INSURED Holchemont, LLC Michael Montalvo 900 N Main McAllen, TX 78501	LOAN NUMBER POLICY NUMBER: BR71301859 EFFECTIVE DATE: 08/06/12 EXPIRATION DATE: 08/06/13 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1900 Joe Stephens Drive
Weslaco, TX 78596

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COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Form		
Any One Building or Structure	724,000	1,000
All Covered Property at all Locations	724,000	
Property at a Temporary Storage Location	18,100	
Property in Transit	36,200	

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS County of Hidalgo 2802 S. Business Hwy 281 Edinburg, TX 78539	☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADDITIONAL INSURED LOAN # AUTHORIZED REPRESENTATIVE

ACORD 27 (2009/12)

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THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. PB11509800129

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):
HOLCHEMONT, LTD.
900 North Main Street
McAllen, TX 78501

SURETY (Name and Principal Place of Business):
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

OWNER (Name and Address):
County of Hidalgo
2812 South Business Highway 281
Edinburg, TX 78539

CONSTRUCTION CONTRACT
Date: **7/24/2012**
Amount: **SEVEN HUNDRED TWENTY FOUR THOUSAND AND 00/100 DOLLARS ($724,000.00)**
Description (Name and Location): **Bid No: 2012-028-05-09-MSS Hidalgo County - Construction of New Constable Precinct No. 1 Offices**

BOND
Date (Not earlier than Construction Contract Date): **July 24, 2012**
Amount: **SEVEN HUNDRED TWENTY FOUR THOUSAND AND 00/100 DOLLARS ($724,000.00)**
Modifications to this Bond: [☒] None [☐] See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: **HOLCHEMONT, LTD.** (Corporate Seal)

Signature: _____
Name and Title:

SURETY COMPANY:
Philadelphia Indemnity Insurance Company (Corporate Seal)

Signature: _____
Name and Title: **Tom Young, Attorney-in-Fact**

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
Contract Bond Agency
P.O. Box 100096
Fort Worth, Texas 76185-0096
817-731-2568

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Alcocer Garcia & Associates, Inc.
1333 East Jasmine Avenue
McAllen, TX 78501

THE RIDER ATTACHED HERETO IS INCORPORATED IN THIS BOND AND CONTAINS IMPORTANT COVERAGE INFORMATION

AIA DOCUMENT A312 PERFORMANCE BOND AND PAYMENT BOND DECEMBER 1984 ED., AIA ®
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON D.C. 20006
THIRD PRINTING - MARCH 1987

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 rights 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 no 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

THE RIDER ATTACHED HERETO IS INCORPORATED IN THIS BOND AND CONTAINS IMPORTANT COVERAGE INFORMATION

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 here from 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 between 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:	

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THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. PB11509800129

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):
HOLCHEMONT, LTD.
900 North Main Street
McAllen, TX 78501

SURETY (Name and Principal Place of Business):
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

OWNER (Name and Address):
County of Hidalgo
2812 South Business Highway 281
Edinburg, TX 78539

CONSTRUCTION CONTRACT
Date: **7/24/2012**
Amount: **SEVEN HUNDRED TWENTY FOUR THOUSAND AND 00/100 DOLLARS ($724,000.00)**
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BOND
Date (Not earlier than Construction Contract Date): **July 24, 2012**
Amount: **SEVEN HUNDRED TWENTY FOUR THOUSAND AND 00/100 DOLLARS ($724,000.00)**
Modifications to this Bond: [☒] None [☐] See Page 6

CONTRACTOR AS PRINCIPAL
COMPANY: **HOLCHEMONT, LTD.** (Corporate Seal)

Signature: _____
Name and Title:

SURETY COMPANY:
Philadelphia Indemnity Insurance Company (Corporate Seal)

Signature: _____
Name and Title: **Tom Young, Attorney-in-Fact**

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
Contract Bond Agency
P.O. Box 100096
Fort Worth, Texas 76185-0096
817-731-2568

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Alcocer Garcia & Associates, Inc.
1333 East Jasmine Avenue
McAllen, TX 78501

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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. 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.
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.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and 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.
6.2 Pay or arrange for payment of any undisputed amounts.

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 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

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THIRD PRINTING - MARCH 1987

Bond shall be construed as a statutory bond and not as a common law 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY COMPANY:	
COMPANY:	(Corporate Seal)		(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

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It is understood and agreed that this Bond is amended by the following:

1. Amend paragraphs 4.1 and 4.2.3 by adding at the end of each paragraph "and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Amend paragraph 5 by changing "or" to "and".

3. Paragraph 6 is deleted and replaced with:

> 6. When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall within 45 days respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed 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 sum properly due such claimant.

Evangelina Garcia

From: Heather De La Garza [hdelagarza@atlashall.com]
Sent: Monday, April 09, 2012 9:57 AM
To: 'Evangelina Garcia'
Cc: martha.salazar@co.hidalgo.tx.us; Steve Crain
Subject: RE: AIA Agreements for Constable Bldg Pct. 1

Importance: High

Vangie,

These documents are approved as to form. I was on vacation last week, so I understand these agreements are now set for next week's agenda. If you need anything further please let me know.

Regards,
Heather

Heather De La Garza
Attorney
ATLAS, HALL & RODRIGUEZ, L.L.P.
818 Pecan (78501)
P.O. Box 3725
McAllen, Texas 78502
(956) 682-5501
(956) 686-6109 (fax)
www.atlashall.com

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This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 05, 2012 1:30 PM
To: 'Heather De La Garza'
Subject: RE: AIA Agreements for Constable Bldg Pct. 1

Heather:
The above attached draft AIA are the final version pursuant to this last email that you sent me, therefore, the buyer in charge of this project has placed an agenda item back on court for approval for Tuesday, April 10, 2012, however the County's Auditor Office is requesting legal's approval of this draft AIA document. Can you please review the above as to form and remit your approval so as to attach to the agenda. They are holding the agenda so as to allow me in obtaining

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

Bond No: PB11509800129

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Tom Young, Fred A. Thetford, Jr., Trey Thetford, and Jared Young, **of** Contract Bond Agency.

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $7,500,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 18TH DAY OF JULY, 2011.

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

Christopher J. Maguire

President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18TH day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2012
Member, Pennsylvania Association of Notaries

Notary Public

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18TH day of July 2011are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of July 2012.

Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may calf the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439.

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS 0 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

FUNDS DISBURSING AGREEMENT

THIS FUNDS DISBURSING AGREEMENT is made as of this 20 day of July, 2012, (hereinafter "**Effective Date**"), by and between Holchemont Ltd, a Texas corporation, with a principal place of business located at 900 North Main Street McAllen, TX 78501 (hereinafter "**Contractor**"), and MAGUIRE INSURANCE AGENCY, INC., underwriting manager for Philadelphia Indemnity Insurance Company ("**PHLY**").

RECITALS

A. Contractor and County of Hidalgo ("**Obligee**") have entered into a construction and services contract for Hidalgo County New Constable Offices Precinct 1, (as the same may be modified, supplemented or amended from time to time, the "**Contract**") relating to that certain project (the "**Project**") described on the schedule attached hereto as **Exhibit A** (the "**Project Fact Sheet**").

B. Pursuant to the Contract, Contractor is required to obtain one or more surety bonds in order to secure Contractor's payment of subcontractors and/or performance under the Contract.

C. PHLY has agreed to issue that certain Payment Bond in the amount of $724,000.00, and that certain Performance Bond in the amount of $724,000.00, in favor of Obligee (the "**Bonds**") and as required by Obligee under the Contract.

D. In connection with its issuance of the Bonds, PHLY and Contractor are entering into this Agreement regarding the control and disbursement of all payments to be made by Obligee under the Contract.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the following meanings:

"**Administrative Fee**" has the meaning given to such term in Section 5.3.

"**Agreement**" means this Funds Disbursing Agreement, as it may be amended or supplemented from time to time, together with all attachments, exhibits, schedules, riders and addenda, all of which are incorporated herein by this reference and made a part hereof.

"**Bonds**" has the meaning given to such term in the recitals to this Agreement.

"**Bond Documents**" means this Agreement, the Bonds, the Payment Direction Agreement, the Escrow Agreement, the General Indemnity Agreement (to the extent related to the Bonds) and all other agreements, instruments, certificates, requests, statements, disclosures and documents executed or delivered by any person or entity relating to any of the foregoing.

"**Contract**" has the meaning given to such term in the recitals to this Agreement.

"**Contract Amount**" means the aggregate amount payable to Contractor by Obligee under the Contract.

"**Contract Payment**" has the meaning given to such term in Section 2.2.

"**Disbursement Request**" has the meaning given to such term in Section 3.1.

"**Effective Date**" has the meaning given to such term in the introductory paragraph of this Agreement.

"**Escrow Account**" has the meaning given to such term in the Escrow Agreement.

"**Escrow Agent**" has the meaning given to such term in the Escrow Agreement.

"**Escrow Agreement**" has the meaning given to such term in Section 2.3.

"**Escrow Funds**" means the Contract Payments received by Escrow Agent from Obligee pursuant to the Payment Direction Agreement and held and disbursed by Escrow Agent pursuant to the Escrow Agreement.

"**General Indemnity Agreement**" has the meaning given to such term in Section 2.1.

"**Overhead**" means Contractor's actual out of pocket costs in connection with the Contract for administration, field office and home office costs, general management costs, required insurance, materials used in temporary structures, and other costs incidental to the performance of the Contract.

"**Obligee**" has the meaning set forth in the recitals to this Agreement.

"**Payment Direction Agreement**" has the meaning given to such term in Section

"**Profit**" means all amounts payable to Contractor under the Contract not allocable to the costs of construction or Overhead.

"**Project**" has the meaning set forth in the recitals to this Agreement.

"**Project Budget**" means the detailed budget for the Project prepared by Contractor and delivered to PHLY, as the same may be updated from time to time, and containing a schedule of amounts for categories of construction work on the Project under the Contract, including, without limitation, all costs and expenses for labor, materials, supplies, construction management, waste removal and other services, Overhead, Profit

and the other sums arising from the Project, together with any additions, supplements, change orders or other modification to the Contract.

"**Project Timeline**" means the timeline of all interim and final completion dates for each phase of the Project prepared by Contractor and delivered to PHLY, as the same may be amended and updated from time to time.

"**Release**" has the meaning given to such term in Section 3.1.

"**Reserve Amount**" has the meaning given to such term in Section 3.3 hereof.

"**Subcontractors**" means all subcontractors, suppliers and other parties with whom Contractor executes contracts with at any time regarding the Project, and any other person or entity that at any time performs work on, or supplies equipment or materials for, the Project that may otherwise obtain liens under the Contract or against the Project under applicable law, or to which PHLY may have any liability under any Bond.

"**Subcontracts**" means any oral or written agreement between Contractor and any Subcontractor relating to the Project.

"**Sworn Statement**" has the meaning given to such term in Section 4.1(g).

ARTICLE 2
PURPOSE, NATURE AND TERM OF AGREEMENT

2.1 Purpose of Agreement. This Agreement has been entered into by Contractor and PHLY as a material inducement for PHLY to issue the Bonds. The purpose of this Agreement is to help PHLY ensure Contractor's performance under the Contract and the payment of Subcontractors in order to limit PHLY's exposure under the Bonds. In furtherance of the foregoing, Contractor hereby authorizes and directs PHLY to review all Disbursement Requests and supporting documents received from Contractor and, subject to the terms and conditions hereof, direct the disbursement of all Escrow Funds by Escrow Agent. This Agreement supplements but is not, and is not intended as, a substitute for the provisions contained in the General Agreement of Indemnity dated October 24, 2011, executed by and among Contractor, as principal, Holchemont Management LLC, Montalvo Construction LLC, Michael Che Montalvo, Pamela Lynn Montalvo, as indemnitor(s) in favor of PHLY as surety, (the "**General Indemnity Agreement**").

2.2 Payment Direction Agreement. Contractor shall enter into an agreement with Obligee substantially in the form attached hereto as **Exhibit B** (the "**Payment Direction Agreement**") pursuant to which Contractor shall authorize and direct Obligee to deliver to Escrow Agent, for the benefit PHLY, all payments now or hereafter due to Contractor from Obligee under the Contract including, without limitation, all amounts relating to any retainage, change orders, amendments, or replacements of or to the Contract (collectively, "**Contract Payments**").

2.3 Escrow Agreement. Contractor shall enter into an agreement substantially in the form attached hereto as **Exhibit C** (the "**Escrow Agreement**") pursuant to which, among other things, Contractor shall authorize and direct Escrow Agent to receive Contract Payments, deposit such Contract Payments in an Escrow Account, as Escrow Funds, and disburse such Escrow Funds solely in accordance with direction from PHLY. Contractor shall retain title to the Escrow Funds, subject to the interests of PHLY, until Escrow Agent disburses the Escrow Funds in accordance with the terms of the Escrow Agreement. The parties acknowledge and agree that PHLY shall have the sole and exclusive right to direct disbursements from the Escrow Account by providing appropriate instructions to Escrow Agent consistent with the terms of this Agreement. PHLY shall not be liable for any act, error, omission, or malfeasance attributable to any Escrow Agent.

2.4 No Trust or Fiduciary Relationship. Contractor acknowledges and agrees that PHLY is not, and shall not act in the capacity of, a trustee or other fiduciary with respect to the Escrow Account or the Escrow Funds. Neither PHLY nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates shall be held liable for any claims based upon the purported existence of any fiduciary duty owed to Contractor or based upon any duties arising from the purported existence of any alter ego, domination, or other similar relationship. Contractor further acknowledges and agrees that no term of this Agreement or of any related agreement, document or instrument, and no course of dealing between the parties, shall be deemed to create any agency, partnership or joint venture relationship between the parties or any fiduciary duty on the part of PHLY in favor of Contractor or the Obligee, any Subcontractor or any other person or entity involved with the Project.

2.5 Term. The term of this Agreement shall commence on the Effective Date and end upon the date that all conditions to making of the final disbursement of Escrow Funds set forth in Section 3.5 are satisfied, and PHLY directs the Escrow Agent to make such final disbursement.

ARTICLE 3
DISBURSEMENT PROCEDURES

3.1 Disbursement Requests. Contractor shall request that PHLY direct the disbursement of Escrow Funds to Contractor or a Subcontractor from the Escrow Account on account of Project costs by submitting a written request for such disbursement executed by an authorized representative of Contractor and substantially in the form attached hereto as **Exhibit D** (a "**Disbursement Request**"). Each Disbursement Requests shall (i) identify the payee and the amount to be paid, (ii) identify and provide copies of all applicable invoices and other supporting documentation for such payment, (iii) identify the relationship of the requested payment to line items in the Project Budget, (iv) provide a detailed breakdown of prior amounts paid to such payee and the amount of payments remaining to be made to such payee through Project completion, (v) indicate whether the requested payment is the final payment for such payee, (vi) be accompanied by an original form lien waiver or release (partial or final as applicable) relating to such Disbursement Request similar in substance to one of the forms attached hereto as

Exhibit E (partial release) or **Exhibit F** (final release), or otherwise in form and substance acceptable to PHLY, properly executed by such payee and duly notarized (a "**Release**"), and (vii) if the Disbursement Request relates to a request for payment to Contractor, contain an additional certification that all Project costs and other amounts that are then due and payable to Subcontractors have been fully paid.

3.2 Disbursements Orders. PHLY shall direct Escrow Agent to make disbursements from the Escrow Funds only if (i) the conditions or requirements set forth in Section 3.1 have been satisfied, (ii) PHLY has previously received copies of all payment applications submitted by Contractor to Obligee relating to or including the same costs or payments covered by such Disbursement Request, (iii) PHLY is satisfied, after such review or investigation as it deems appropriate in its sole discretion, as to the completeness, accuracy and veracity of all matters relating to the Disbursement Request and the supporting documents submitted therewith, including without limitation, all receipts, delivery tickets, payroll and other additional cost information requested by PHLY, (iv) PHLY has determined, in its sole discretion, that the amount requested is in line with or reasonable in relation to the status of or progress on the Project and the amounts budgeted for such payments in the Project Budget, (v) the Reserve Amount is fully funded and Escrow Funds are otherwise available to pay the requested disbursement, (vi) Contractor is not in default of its obligations under this Agreement or the Contract, and (vii) no draw or claim against any of the Bonds has been made. If all of the foregoing requirements have not been satisfied, PHLY shall have the right to reject the applicable Disbursement Request or adjust the amount of the Disbursement Request and direct the Escrow Agent to disburse such other amounts that PHLY determines, in its sole discretion, reasonable and appropriate.

3.3 Reserve Funds. PHLY is hereby authorized to cause the Escrow Agent to reserve a portion of all Contract Payments received by Escrow Agent and held in the Escrow Account as Escrow Funds for the protection of PHLY from all claims, losses, damages or expenses that may be asserted against or incurred by PHLY with respect to the Bonds. The amount of Escrow Funds so reserved (the "**Reserve Amount**") shall initially be equal to zero percent (0%) of the aggregate amount of all Contacts Payments received by the Escrow Agent from Obligee. The Reserve Amount may be increased or decreased from time to time as PHLY may determine, in its sole discretion, appropriate. Unless otherwise directed by PHLY, the Reserve Amount shall not be available for disbursement to Contractor or any Subcontractor unless and until the conditions set forth in Section 3.5 have been satisfied.

3.4 Suspension of Disbursements. Notwithstanding anything in this Agreement to the contrary, in the event of a claim against any of the Bonds, PHLY shall have the right to (i) suspend and/or discontinue disbursement instructions to the Escrow Agent on account of Disbursement Requests, and (ii) direct disbursement of some or all of the Escrow Funds to itself in order to pay Contractor's obligations under the Bond Documents or to otherwise reimburse PHLY on account of such claim. Nothing contained in this Section 3.4 or elsewhere in this Agreement shall be construed to relieve Contractor of its obligations under this Agreement or the

Contract, and Contractor agrees that at all times while this Agreement is in effect, Contractor shall continue to prepare and submit Disbursement Requests for work performed on the Project and otherwise perform all of its obligations under the Contract, all Subcontracts and this Agreement.

3.5 Disbursement of Reserve Amount. PHLY may direct the disbursement of the Reserve Amount, if any, from the Escrow Account to Contractor upon the satisfaction of all of the following conditions precedent:

(a) all claims and disputes regarding the Project are resolved to the satisfaction of PHLY;

(b) PHLY has received fully executed final Releases from all Subcontractors;

(c) Contractor has submitted to PHLY a fully-completed and duly notarized certificate regarding project completion substantially in the form the certificated attached hereto as **Exhibit G**;

(d) PHLY has received a fully-completed and duly notarized certificate regarding project completion substantially in the form the certificated attached hereto as **Exhibit H** from Obligee; and

(e) All amounts owing to PHLY under the Bond Documents have been paid and PHLY has received payment from the Escrow Fund of all amounts it is entitled to receive pursuant to the terms of this Agreement.

3.6 Final Disbursement of Escrow Funds. PHLY shall direct a final disbursement of all Escrow Funds contained in the Escrow Account to Contractor upon the satisfaction of all of the conditions sets forth in Section 3.5 above, and Obligee has delivered the final Contract Payment (including all retainage) to Escrow Agent.

ARTICLE 4
RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

4.1 Contractor's Pre-Commencement Duties. Prior to commencement of any work under or pursuant to the Contract, Contractor shall deliver to PHLY the following items, fully completed and executed as applicable:

(a) a copy of the Payment Direction Agreement;

(b) the Escrow Agreement;

(c) the Project Fact Sheet;

(d) a copy of the Contract, inclusive of all exhibits, addenda, general conditions and related documents;

(e) the Project Budget;

(f) the Project Timeline;

(g) a sworn statement executed by Contractor, duly notarized and substantially in the form attached hereto as **Exhibit I,** identifying the names, addresses and telephone numbers of all Subcontractors and containing a brief description of each Subcontract and the dollar amount thereof (the "**Sworn Statement**");

(h) copies of all Subcontracts and all other purchase orders, estimates, invoices, statements or other documents evidencing the purchase, ordering or rental of materials, equipment or other supplies for the Project;

(i) copies of all plans and specifications for the Project;

(j) copies of all permits, approvals and licenses required to be obtained from any governmental authority for the construction work to be performed on the Project;

(k) to the extent permitted by applicable law, copies of waivers or releases of liens against the Project duly executed by each Subcontractor identified in the Sworn Statement and/or properly recorded in the applicable office for the recording of public records; and

(l) any other information or written materials regarding the Project and/or Contractor relevant to this Agreement, which PHLY may request in writing.

4.2 Supplemental Statements. Contractor shall provide to PHLY a revised and fully complete Sworn Statement, executed by Contractor and duly notarized, in the event there is any change to the information contained in any Sworn Statement previously delivered to PHLY due to (a) the addition or deletion of a Subcontractor, (b) the addition or deletion of a Subcontract, (c) any change in the dollar amount of any Subcontract, or (d) any other material change to the information contained in such Sworn Statement.

4.3 Construction of Project. Contractor shall commence construction of the Project promptly and use best efforts to cause all work on the Project to proceed diligently and continuously so that the Project may be substantially completed no later than the scheduled completion date set forth in the Project Timeline. Contractor covenants and agrees that, prior to submitting any Disbursement Request, Contractor will inspect and confirm the sufficiency or completeness of the applicable work performed or materials or equipment used or delivered relating to such Disbursement Request.

4.4 Notice of Certain Events. No later than five (5) days after Contractor's receipt of notice or knowledge of the occurrence of any one of the following events or circumstances, Contractor shall provide notice of same to PHLY, together with copies of documents evidencing or otherwise relating to such event or circumstance:

(a) any actual, potential or asserted backcharge, credit or offset against the Contract;

(b) any actual, potential or asserted default under the Contract;

(c) any actual, potential or asserted default or dispute under a Subcontract, or claim of delay or interference by a Subcontractor or any other person or entity on the Project;

(d) any event requiring the submission of a revised Sworn Statement as set forth in Section 4.2;

(e) additional purchase orders or the receipt of any written notice of change orders, extras, additional improvements or work relating to the Project;

(f) amendments or modifications to the Project Budget;

(g) amendments or modifications to the Project Timeline;

(h) any claim or the assertion of a lien on account of nonpayment for labor, materials or equipment supplied to the Project; or

(i) the receipt of notice by any person or entity from any governmental authority or court concerning Contractor or the Project.

4.5 Books and Records. Contractor shall maintain accurate and complete books and records relating to the Project, the Contract and all Disbursement Requests, and copies of all correspondence to or from Obligee, Contractor, any governmental authority and any other party involved with the Project.

4.6 Access to Project and Information. Contractor shall furnish to PHLY such information as PHLY may, from time to time, request with respect to the Project or the business or financial affairs of Contractor. Contractor shall permit any officer, employee, agent, accountant, consultant or other representative of PHLY, as often as PHLY may require, to: (a) visit and inspect the Project; (b) inspect, audit and make copies of or prepare extracts from Contractor's books, records, contracts, correspondence and any other written materials relating to the Project; and (c) discuss the status of the Project and the financial affairs of Contactor with Contractor, any Subcontractor or Obligee, or their respective officers, employees agents, accountants and consultants.

4.7 Inspection of Project. If an inspection of the Project is requested by PHLY pursuant Section 4.6 above, Contractor shall provide PHLY or its agents and representatives adequate facilities for inspection of the Project and full access to the Project. Any inspection of the Project by PHLY pursuant to this Agreement shall be performed by or on behalf of PHLY at Contractor's expense for PHLY's benefit. PHLY does not undertake any obligation or duty to any person or entity to determine or opine whether the construction of the Project has been performed or completed in accordance with any plans and/or specifications relating thereto, or whether such construction has been accomplished in a reasonable, acceptable, safe or workmanlike manner. Consequently, any inspection of the Project by or for PHLY shall not be relied upon in any manner as the equivalent of or a substitute for a contractor, architectural or engineering inspection.

4.8 Receipt of Contract Payments. In the event that any Contract Payments are delivered directly to Contractor by Obligee, Contractor will immediately notify PHLY of the receipt of such Contract Payments. Contractor will receive any such Contract Payments solely as the agent of PHLY and the Escrow Agent and will immediately turn the same in the form received (except for the endorsement of Contractor where appropriate) over to the Escrow Agent for deposit into the Escrow Account and, until so turned over, Contractor will hold the same in trust for the benefit of PHLY.

ARTICLE 5
ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS OF THE PARTIES

5.1 Communications With Project Participants. PHLY may contact and otherwise communicate directly with Obligee, any Subcontractor and/or any of their respective representatives or consultants to the extent PHLY deems necessary, in its sole discretion, to determine the status of the Project and such parties accounts with Contractor with respect to the Project.

5.2 Right to Retain Professionals. PHLY may retain or consult with attorneys, consultants and other professionals of PHLY's selection, at any time and at Contractor's expense, concerning PHLY's rights and obligations under this Agreement and the other Bond Documents.

5.3 Administrative Fee. PHLY shall receive a non-refundable, fully earned administrative fee equal to three quarters percent (0.75%) of the Contract Amount $5,430.00, plus a set-up charge of $750.00 for a total fee of $6,180.00 (the "**Administrative Fee**") to cover the costs of administering this Agreement and maintaining the Escrow Account. The Administrative Fee shall be deemed fully earned and non-refundable upon the Effective Date and shall be paid to PHLY from the Escrow Fund prior to any other disbursements from the Escrow Fund, provided that, in the event that the total dollar value of the Contract Amount increases, PHLY shall be entitled to receive a corresponding increase in the Administrative Fee. The Administrative Fee

shall not be subject to any refund, reduction or set-off in the event the Contract Amount decreases or the Project does not proceed or meets an early or untimely termination.

5.4 Payment of Fees From Escrow Account. Contractor hereby authorizes PHLY to direct the disbursement of Escrow Funds directly to itself for reimbursement of all amounts for inspection fees, professional fees, Administrative Fees, or the payment of reimbursement obligations relating to claims against the Bonds as and when any such amounts become due and owing to PHLY pursuant to the terms of this Agreement or the other Bond Documents. This authorization is in addition to any other rights belonging to PHLY under the other Bond Documents, including its rights to posting of collateral, indemnity, and other rights related to claims made under any Bonds.

5.5 Reliance Upon Documents. PHLY may, without incurring any liability, act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and in compliance with this Agreement, may assume the validity and accuracy of any statement or assertion contained in such writing or instrument, may assume that any person or entity purporting to give or deliver any such writing or instrument has been duly authorized to do so, and shall not have any obligation or duty to make any independent investigation as to such matters, regardless of any prior or contemporaneous oral or written communication received by it from any party.

5.6 No Implied Duties. PHLY's obligations and responsibilities under this Agreement are limited to those expressly set forth herein. Nothing in this Agreement or the other Bond Documents shall obligate PHLY to issue any additional bonds or provide financing or any other form of financial accommodation to Contractor with respect to the Project or otherwise. All decisions with respect to completion of the Project shall be made by Contractor only, and PHLY assumes no management or other control over completion of the Project or any actions taken by Contractor. PHLY shall have no obligation whatsoever to monitor or oversee the use or application of such funds distributed from the Escrow Account at its direction, including, without limitation, whether or not the party receiving such disbursement utilizes any such funds for payroll, withholding, other taxes or other payments which such receiving party is obligated to make.

5.7 No Guaranty. PHLY does not guaranty nor is PHLY responsible for ensuring (a) that construction of the Project will proceed or be completed; (b) that the Project will be in accordance with governmental rules and regulations or all plans and/or specifications relating to the Project when and if the Project is completed; (c) the quality of workmanship or materials, (d) except to the extent otherwise provided in the Bonds, that all obligations incurred by Contractor in connection with the Project will be paid, satisfied or discharged; or (e) that the Contract Amount or Contract Payments will be sufficient to complete the Project.

5.8 Exculpation. PHLY shall not be liable for any act, error, or omission made in good faith in the performance of this Agreement, and PHLY shall not be liable for negligence of any degree

(including any gross negligence) arising from its performance of this Agreement. In no event shall any of PHLY's officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates be personally liable for any act which they may do or omit to do hereunder or under the other Bond Documents. Neither PHLY nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates shall be responsible in any manner for any recitals, statements, representations or warranties made by any person or entity contained in the Contract, any Subcontract, this Agreement or any other Bond Document or in any certificate, report, statement or other document referred to or provided for therein or received by PHLY under or in connection therewith, or for the value given for, validity, effectiveness, genuineness, enforceability or sufficiency of any of the foregoing, or the failure of any person or entity to perform its obligations with respect thereto. Notwithstanding any right PHLY may have hereunder or otherwise, PHLY shall not be under any obligation to Contractor or any other person or entity to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Bond Document, or to inspect the Project or the properties, books or records of any person or entity related thereto. Any act done or omitted to be done by PHLY pursuant to the advice of its attorneys shall be deemed conclusively to have been performed or omitted in good faith by PHLY.

5.9 Indemnification. Contractor hereby indemnifies and agrees to defend (with counsel acceptable to PHLY) and hold PHLY and each of its respective directors, parent companies, subsidiaries, shareholders, affiliates, officers, agents and employees (each an, "Indemnitee") harmless from and against any liability, loss, cost, expense (including, without limitation, reasonable attorneys' fees and expenses), claim, damage, suit, action or proceeding ever suffered or incurred by an Indemnitee or in which an Indemnitee may ever be or become involved (whether as a party, witness or otherwise) arising with respect to the execution, delivery, enforcement, performance and administration of this Agreement or the other Bond Documents, or by reason of any third party claim or proceeding arising out of this Agreement, the other Bond Documents or the transactions contemplated hereby or thereby, or relating to claims of any person or entity with respect to the Escrow Funds.

5.10 WAIVER OF DELAY DAMAGES AND SPECIAL DAMAGES. PHLY SHALL NOT BE LIABLE FOR, AND CONTRACTOR HEREBY WAIVES AND RELEASES ANY CLAIMS OR REMEDIES CONTRACTOR MAY HAVE AGAINST PHLY FOR (i) ANY DELAY OR DISRUPTION DAMAGES OF ANY KIND, OR (ii) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARE CLAIMED BY CONTRACTOR OR ANY THIRD PARTY CLAIMING THROUGH, UNDER OR ON BEHALF OF CONTRACTOR, THAT ARISE OUT OF ANY BREACH OF THIS AGREEMENT BY PHLY, THE DISBURSEMENT OR HANDLING OF THE ESCROW FUNDS, ANY OTHER CLAIM OR OBLIGATION ARISING OUT OF THIS AGREEMENT, OR ANY CLAIM THAT ARISES PURSUANT TO ANY TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY)OR OTHER CLAIM, OR FOR

ANY CLAIM MADE AGAINST CONTRACTOR BY ANY OTHER PARTY, EVEN IF PHLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

In order to induce PHLY to enter into this Agreement, Contractor makes the following representations and warranties to PHLY, all of which shall be true, correct, and complete in all respects as of the Effective Date and at all times during the term of this Agreement (except to the extent that such representations and warranties by their terms specifically relate solely to an earlier date), and each of which shall survive the execution and delivery of this Agreement.

6.1 Organization and Legal Existence. Contractor is duly organized and validly existing under the laws of its state of formation, is in good standing in each jurisdiction in which the nature of its business makes such qualification necessary (including the jurisdiction in which the Project is located) and has the power and authority to own its assets and transact the business in which it is engaged.

6.2 Authority. Contractor has the full power and authority to enter into, execute, and deliver, and to perform its obligations under, this Agreement and the other Bond Documents, all of which have been duly authorized by all necessary corporate or other company action. No consent or approval of any person or entity, and no consent, approval, filing or registration with any governmental authority is required as a condition to the validity of this Agreement or the other Bond Documents or the performance by Contractor of its obligations thereunder, except for such consents or approvals as have been obtained.

6.3 No Conflicts. The execution and delivery by Contractor of this Agreement and the other Bond Documents, and the performance of its obligations under this Agreement and the other Bond Documents do not and will not, violate, conflict with, constitute a default under, or result in the creation of a lien or encumbrance upon the property of Contractor (other than for the benefit of PHLY) under (a) any provision of Contractor's certificate of incorporation or formation or operating agreement, (b) any provision of any law, rule, or regulation applicable to Contractor, (c) any indenture or other material agreement or instrument to which Contractor is a party or by which Contractor or its property is bound, or (d) any judgment, order or decree of any court, arbitration tribunal, or governmental authority having jurisdiction over Contractor which is applicable to Contractor.

6.4 Binding Agreement. This Agreement and the other Bond Documents to which Contractor is party, and any other document contemplated hereby and thereby, are (or when issued and delivered will be) the legally valid and binding obligations of Contractor, enforceable against it in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

6.5 Project Agreements. Contractor has the right and power to construct the Project as contemplated in the Contract. The Contract and all other agreements related thereto are in full force and effect, no default has occurred and is continuing uncured under any of them on the part of Contractor or, to the knowledge of Contractor, any other party, and all conditions to the effectiveness of such agreements currently required to be satisfied have been satisfied. No term or provision set forth in this Agreement will impede Contractor's ability to comply with or perform under the Contract or hinder the general operation of Contractor's business.

6.6 Compliance with Laws. Contractor is not in violation of any laws (including, without limitation, any statute, rule or regulation relating to employment practices or to environmental, occupational and health standards and controls) except for violations which would not reasonably be expected to have a material adverse effect on Contractor's business or its ability to perform under the Contract. Contractor has obtained all certificates, licenses, permits, qualifications and governmental authorizations required under the Contract and all laws, or orders of public authorities, necessary for construction of the Project.

6.7 Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of Contractor, threatened against or affecting Contractor and/or the Project before any court, arbitrator, or governmental authority that would have a material and adverse affect on the ability of Contractor to perform its obligations under the Contract and this Agreement

6.8 Labor Matters. There are no strikes or other labor disputes pending or, to the knowledge of Contractor, threatened against Contractor, Obligee or the Project.

6.9 Material Facts. Neither this Agreement, nor any other Bond Document or any other agreement, document, certificate, or statement furnished to PHLY by or on behalf of Contractor in connection with the transactions contemplated by the Bond Documents, contains any untrue statement of material fact or any materially misleading facts.

ARTICLE 7
ADDRESS FOR NOTICES AND DELIVERIES

7.1 Notices. Unless otherwise provided in this Agreement, all notices or documents required or permitted to permitted to be delivered by any party relating to this Agreement or any other Bond Document shall be in writing and shall be personally delivered by certified mail (postage prepaid, return receipt requested), overnight courier, or facsimile to the relevant party as set forth below:

If to PHLY, to:

Maguire Insurance Agency Inc.
1009 Lenox Drive Ste 107
Lawrenceville, NJ 08648
Attn: Richard Kukosky
Phone: 609-512-3858

Fax: 866-728-2812

If to Contractor, to: Holchemont Ltd
900 North Main Street
McAllen, TX 78501
Attn.: Michael Montalvo
Telephone: 956-686-2901

The parties may change the address at which they are to receive notices or other deliveries hereunder, by notice in writing in the foregoing manner given to the other party. All notices sent in accordance with this provision shall be deemed delivered on the earlier date of (a) actual receipt, or (b) if transmitted by facsimile, the confirmation of the transmission if sent during the recipient's normal business hours or, if the confirmed transmission was sent after normal business hours, the next Business Day.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Further Assurances. Contractor shall execute, acknowledge, and deliver all such additional agreements, documents and instruments and take all such further action, at its own expense, as PHLY shall deem reasonably necessary in order to further effectuate the purposes, and to carry out the terms, of this Agreement.

8.2 Survival of Covenants. The agreements, covenants and waivers of Contractor contained in this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the purposes, and to carry out the terms, of this Agreement.

8.3 Cumulative Rights; No Waiver. No failure or delay on the part of PHLY in exercising any right, power or privilege under this Agreement, and no course of dealing between PHLY and Contractor, shall operate as a waiver of any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and privilege provided for herein are cumulative and not exclusive of any rights, powers, privileges or remedies which PHLY would otherwise have under the Bond Documents or applicable law. Nothing in this Agreement shall be construed as waiving, restricting, or otherwise impinging, in whole or in part, any rights, remedies, or defenses available to PHLY under the common law or any other agreement, including any General Indemnity Agreement.

8.4 Claims Against PHLY. PHLY shall not be in default under this Agreement, or under any other Bond Document, unless a written notice specifically setting forth the claim of Contractor shall have been given to PHLY within three (3) months after Contractor first had knowledge of the occurrence of the event which Contractor alleges gave rise to such claim, and PHLY does not remedy or cure any such default promptly thereafter. Contractor waives any claim, set-off or defense against PHLY arising by reason of any alleged default by PHLY as to which Contractor

does not give timely notice as aforesaid. Nothing in this provision shall be construed as creating any substantive claim rights, and no other person or entity is intended to have any rights as a third-party beneficiary of the provisions of this Section.

8.5 Third Parties. No rights are intended to be created under this Agreement or for the benefit of Obligee or any Subcontractor or other person or entity not a party to this Agreement.

8.6 Successors and Assigns. This Agreement shall be binding upon an inure to the benefit of Contractor and PHLY and their respective successors and assigns, provided, however, that Contractor may not assign its rights hereunder or any interest herein without the prior written consent of PHLY, and any such assignment or attempted assignment by Contractor shall be void and of no effect with respect to PHLY.

8.7 Severability. In the event any term, covenant or provision of this Agreement or shall be declared prohibited, invalid, or unenforceable to any extent by a court of competent jurisdiction, such term, covenant or provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability in that jurisdiction, without invalidating or rendering unenforceable the remaining provisions or affecting the validity of any term, covenant or provision of this Agreement in any other jurisdiction, unless such would effect a substantial deviation from the general intent and purpose of the parties or make a significant change in the economic effect of this Agreement on the party benefited by such term or provision.

8.8 Completeness and Modification. This Agreement, and the exhibits attached hereto, constitute the entire understanding between the parties with respect the subject matter hereof, and thus supersede any prior or contemporaneous agreements or understandings, negotiations, proposals and other representations that may exist or have existed in relation to such subject matter. No waiver or modification of this Agreement shall be valid unless made in writing and signed by the parties hereto. No covenant, representation or condition not otherwise expressed in this Agreement shall replace, modify, interpret, change or restrict the express provisions of this Agreement.

8.9 Choice of Law, Forum; Waiver of Jury Trial. The validity, construction, interpretation and performance of this Agreement and any alleged tort arising or relating to the subject matter hereof shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws principles. Each of the parties hereto irrevocably agrees that any action or proceeding arising in connection with this Agreement shall be brought and maintained exclusively in the United States District Court for the Eastern District of Pennsylvania, or if subject matter jurisdiction cannot be obtained in the District Court, the Court of Common Pleas for Philadelphia County, Pennsylvania. Each party irrevocably waives, to the fullest extent permitted by law, any objection that the forum set forth herein is an inconvenient forum. Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

8.10 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement shall be deemed to have been executed and delivered when PHLY has received counterparts hereof executed by all parties listed on the signature page(s) hereto.

8.11 Authority to Enter Agreement. Contractor warrants and represents that it enters into this Agreement freely and voluntarily and further warrants that the person executing this Agreement on its behalf has authority to bind the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the Effective Date.

Holchemont Ltd

By: _____
Name: Michael Montalbo
Title: Mgr.

MAGUIRE INSURANCE AGENCY INC.

By: _____
Name: _____
Title: _____

EXHIBIT B

PAYMENT DIRECTION AGREEMENT

This PAYMENT DIRECTION AGREEMENT (hereinafter "Agreement") is entered into this 24th day of July, 2012, between Holchemont Ltd ("Contractor") and County of Hidalgo ("Obligee").

RECITALS

A. Contractor and Obligee have entered into a construction and services contract for Hidalgo County New Constable Offices Precinct 1, (as the same may be modified, supplemented or amended from time to time, the "Contract") relating to that certain project (the "Project") described on the schedule attached hereto as Exhibit A (the "Project Fact Sheet").

B. Contractor has selected Philadelphia Indemnity Insurance Company ("PIIC") to provide surety bonds as required by Obligee under the Contract.

C. In connection with its issuance of the Bonds, PIIC and Contractor have agreed that Maguire Insurance Agency Inc., underwriting manager for PIIC, will direct the disbursement, from an escrow account, of all monies paid by Obligee under the Contract.

E. In furtherance of the foregoing disbursement arrangement, the parties hereto desire to direct all payments made by Obligee under the Contract to the Escrow Agent described herein.

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Obligee agrees as follows:

1. Contractor hereby authorized and directs Obligee to remit, and Obligee hereby agrees to remit, all payments due to Contractor under the Contract directly to Bank of America Merrill Lynch, Global Custody and Agency Services, located at 125 South LaSalle Street Ste 1400 Chicago, IL 60603, attn: Anna Vacca (312) 904-1838 ("Escrow Agent"), including, without limitation, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Contract (collectively the "Contract Payments").

2. Nothing contained in this Agreement shall prevent the Obligee from withholding payment to Escrow Agent of any amounts Obligee is entitled to withhold from Contractor by virtue of terms of the Contract or applicable law.

3. This Agreement shall inure to the benefit of and be binding upon the parties successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the date first written above.

OBLIGEE:

County of Hidalgo

By: _____
Name: Ramon Garcia
Title: County Judge

Approved by Commissioners' Court
on 7/24/12 RO

CONTRACTOR:

Holchemont Ltd

By: _____
Name: Michael Montalvo
Title: Mgr.

EXHIBIT C

ESCROW AGREEMENT

EXHIBIT D

DISBURSEMENT REQUEST

CONTRACTORS CHECKLIST FOR DISBURSEMENT OF FUNDS

INFORMATION REQUIRED FOR PROCESSING:

- ☐ Exhibit D (Disbursement Authorization) we must obtain one for each check that is to be issued.
- ☐ Copy of all invoices from subcontractors and suppliers that are to be paid.
- ☐ Copy of your pay request to the owner or general contractor.
- ☐ Partial or final lien release waiver for subcontractors and suppliers.

***Information not provided will delay the processing of disbursements.**

Please note that if payment is made by you to any supplier or subcontractor, we will need a copy of the check, a signed lien release form and a copy of the invoice in order to give a refund.

PHILADELPHIA
INSURANCE COMPANIES

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Disbursement Request

FROM: Holchemont Ltd ("Contractor")
TO: Maguire Insurance Agency Inc., underwriting manager for Philadelphia Indemnity Insurance Company
DATE:
PROJECT: Hidalgo County New Constable Offices Precinct 1

Please Pay the Amount of:_____

To the order of:_____

Address of Payee:_____

Final Payment (Yes) (No)_____

A.	Original Contract Estimate:	$_____
B.	Change Orders (Must be attached):	$_____
C.	Revised Contract Amount:	$_____
D.	Total Contract Amount Completed to Date (Including Change Orders):	$_____
E.	Percent of Work Completed to Date _____%:	$_____
F.	Total amount of materials stored on site:	$_____
G.	Total D & F:	$_____
H:	Less Amount Retained: _____%	$_____
I:	Less Previous Payment Requests (Line J from Prior Certificates):	$_____
J:	Total Amount of this Request (D + F - H - I = Total):	$_____
K:	Remaining Amount to Complete (C-G) + Accrued Retainage):	$_____

INVOICE AND BUDGET INFORMATION

1. Relevant invoice number(s): (Copies of invoices must be attached) _____

2. Relevant budget category/line item: _____

3. Do any invoices relate to stored materials? (If so, explanation must be attached) _____



PHILADELPHIA
INSURANCE COMPANIES

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Contractor hereby certifies that the above work or service has been performed, materials have been delivered, stored and/or incorporated into the work and these activities have been approved by the undersigned and by the owner's representative. Contractor further certifies that, if disbursement to Contractor is requested, all project costs and other amounts due and payable to subcontractors have been paid.

Holchemont Ltd

By:_____
Name:_____
Title:_____

EXHIBIT E

PARTIAL RECEIPT, WAIVER AND RELEASE OF CLAIMS

Upon receipt of payment in the amount of $_____ on behalf of **Holchemont Ltd** for labor, materials, equipment and services provided by the undersigned to Contractor on or with respect to Hidalgo County New Constable Offices Precinct 1, the undersigned waives any and all mechanics' lien rights and claims it has or may have with respect to the Project, and releases and forever discharges the County of Hidalgo, Holchemont Ltd, and/or Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency, Inc. , and their respective officers, directors, employees, sureties, insurers, disbursing agents and representatives from any and all claims for payment, including but not limited to payment bond claims, but only to the extent of the payment acknowledged above and through the date of said payment.

Dated:

_____
(Print company name)

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

EXHIBIT F

FINAL RECEIPT, WAIVER AND RELEASE OF CLAIMS

Upon receipt of **final** payment in the amount of $_____ on behalf of **Holchemont Ltd** for labor, materials, equipment and services provided by the undersigned to Contractor on or with respect to Hidalgo County New Constable Offices Precinct 1, the undersigned waives any and all mechanics' lien rights and claims it has or may have with respect to the Project, and releases and forever discharges the County of Hidalgo, Holchemont Ltd and/or Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency Inc., and their respective officers, directors, employees, sureties, insurers, disbursing agents and representatives from any and all claims for payment, including but not limited to payment bond claims.

Dated:

_____
(Print company name)

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

PHILADELPHIA
INSURANCE COMPANIES

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EXHIBIT G

CERTIFICATE REGARDING PROJECT COMPLETION

(Contractor)

The undersigned, Holchemont Ltd, hereby certifies to Philadelphia Indemnity Insurance Company ("Surety") together with its underwriting manager, Maguire Insurance Agency Inc., and County of Hidalgo, and/or their respective agents, successors and assigns, as follows with respect to Hidalgo County New Constable Offices Precinct 1:

1. All work to be performed by Contractor pursuant to the Contract has been completed.

2. The Obligee has accepted the Project.

3. All persons or entities who have supplied labor, material or services to the Project at the request of or for the benefit of Contractor have been paid in full.

4. No person or entity has any claim against the County of Hidalgo, or Contractor for any labor, material or services provided to the Project.

5. Contractor has no knowledge of any actual or threatened claim against the Bonds or mechanic's lien against the Project.

All capitalized terms used herein and not defined herein shall have the meanings set forth in that certain Funds Disbursing Agreement between Contractor and Surety dated July 20, 2012.

Dated:

_____
Holchemont Ltd

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

PHILADELPHIA
INSURANCE COMPANIES

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EXHIBIT H

CERTIFICATE REGARDING PROJECT COMPLETION

(Obligee)

The undersigned, County of Hidalgo, hereby certifies to Philadelphia Indemnity Insurance Company ("Surety") together with its underwriting manager, Maguire Insurance Agency, Inc., and Holchemont Ltd, and/or their respective agents, successors and assigns, as follows with respect to Hidalgo County New Constable Offices Precinct 1:

1. All work to be performed by Contractor pursuant to the Contract has been completed.

2. The Obligee has accepted the Project.

3. To the knowledge of Obligee, all persons or entities who have supplied labor, material or services to the Project at the request of or for the benefit of Contractor have been paid in full.

4. To the knowledge of Obligee, no person or entity has any claim against the Holchemont Ltd or Obligee for any labor, material or services provided to the Project.

5. Obligee has no knowledge of any actual or threatened claim against the Bonds or mechanic's lien against the Project.

Dated:

_____
County of Hidalgo

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

EXHIBIT I

SWORN STATEMENT OF CONTRACTOR TO SURETY REGARDING SUBCONTRACTORS

State of _____

County of _____

The undersigned Holchemont Ltd ("**Contractor**"), being duly sworn, deposes and says that Contractor has retained or contracted or intends to retain or contract with the following subcontractors, equipment or material suppliers, consultants, and other persons or entities for the provision of labor, materials, equipment or services with respect to that certain project described as the Hidalgo County New Constable Offices Precinct 1.

Name	Address & Telephone	Type of Contract, Purchase Order	Contract Amount

The Project's costs breakdown is as follows:

Amount needed for Subcontractors: $_____
Amount needed for Contractor's Labor: $_____

Total Labor Costs; % of Contract: $_____ %_____

Amount needed for Suppliers $_____
Total Material and Equipment Costs; % of Contract: $_____ %_____

Amount needed for Overhead $_____
other Anticipated Costs: (Explain) $_____

Total of Potential Additional Costs $_____ %_____
Amount allotted to Profit $_____
Total Profit: $_____ %_____

Total of the above sums (Should equal Contract Sum):	$_____	%	100
Contract Sum:	$_____	%	100

As of this ____ day of July,2012, this statement is complete and accurate in all respects, and identifies all person or entities and amounts to be paid pursuant to agreements with Contractor related to the Project. Such shall be updated in writing to Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency, Inc., when any of the foregoing information changes.

Holchemont Ltd

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 5:03 PM
To: 'Evangelina Garcia'; 'Moises Salazar'
Cc: 'Darlene Betancourt'
Subject: FW:

Importance: High

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, July 24, 2012 4:07 PM
To: 'Martha Salazar'
Subject: RE:

We have reviewed the disbursement agreement and it is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 3:07 PM
To: 'Steve Crain'; 'Heather De La Garza'
Cc: 'Evangelina Garcia'; 'Moises Salazar'
Subject: FW:
Importance: High

Mr. Crain & Ms. Heather:
Just and FYI on documentation received and provided to Mr. Crain at CC including the original P & P bonds.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 1:47 PM
To: 'Martha Salazar'
Subject:

Marty:
When Mr. Montalvo from Holchemont delivered the original P&P Bonds this morning, he also left the above attached agreement. Actually this is the first time that I see this type of agreement relevant to the P&P Bonds. Not sure if it should even be considered or what the purpose of this agreement is for. I think it best if this can be forwarded to legal for review as to form since it is in connection to the existing AIA Contract being reviewed as to form including the P&P Bonds by legal.

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

APPROVED

AI-33323 **Purchasing Department** **18. B. 2.**
CC REGULAR
Meeting Date: 07/24/2012
Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting for Hidalgo County Commissioners' Court to designate and approve an Owner's Representative G.A.S. pursuant to Article 8.3 as referred on the AIA Docuement A101-Agreement between Owner and Contractor and **AIA Document A201-2007-General Conditions** of the Contract for Construction (under Article 2.1.1) so as to proceed with action on the next agenda item;

b. Acceptance and approval of the Final AIA Document A101 form of agreement between Hidalgo County-Owner and Holchemont, LTD.-Contractor for the "Construction Of New Constable Precinct No. 1 Offices".

BACKGROUND

FYI: There is a "Construction Project Manager" under Contract #C-11-201-11-29 with G.A.S. Enterprises (Rene Salinas) for the "Construction Of New Constable Precinct No. 1 Offices".

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1336-421-00-220-042-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 07/19/12: $766,847.49

Attachments

Precinct's Request
Holchement's Bid
Holchement's Email
BACKUP
BACKUP 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2012 04:41 PM
Auditor's Office	Angela Garcia	07/20/2012 04:55 PM

Form Started By: Vangie Garcia Started On: 07/18/2012 03:28 PM
Final Approval Date: 07/20/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

NOTICE TO PROCEED

To: Michael Che Montalvo, Manager
Holchemont, LTD.

From: Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

Re: NOTICE TO PROCEED-Construction Of A New Constable Precinct No. 1 Offices

Date: September 21, 2012

Please let this serve as a **FORMAL NOTICE** of the authorization to proceed with the construction of the Constable's Office Building pursuant to the RFB No: 2012-028-05-09-MSS.

All work must be done in accordance with the plans and specifications. Any deviations must be approved in writing by the Architect. Work must commence within TEN (10) Calendar Days from issuance of this **NOTICE TO PROCEED**.

You are hereby notified to Commence Work by **October 1, 2012**. You are to complete the Work within **275** calendar days.

Should there be any questions regarding this notice, please do not hesitate to contact me at (956) 292-7000 extension 4856.

Thank you

COPY

PHILADELPHIA
INSURANCE COMPANIES

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

Bond No: PB11509800129

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Tom Young, Fred A. Thetford, Jr., Trey Thetford, and Jared Young, **of** Contract Bond Agency.

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $7,500,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 18TH DAY OF JULY, 2011.

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

Christopher J. Maguire

President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18TH day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2012
Member, Pennsylvania Association of Notaries

Notary Public

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18TH day of July 2011are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of July 2012.

Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may calf the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439.

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS 0 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

FUNDS DISBURSING AGREEMENT

THIS FUNDS DISBURSING AGREEMENT is made as of this 20 day of July, 2012, (hereinafter "**Effective Date**"), by and between Holchemont Ltd, a Texas corporation, with a principal place of business located at 900 North Main Street McAllen, TX 78501 (hereinafter "**Contractor**"), and MAGUIRE INSURANCE AGENCY, INC., underwriting manager for Philadelphia Indemnity Insurance Company ("**PHLY**").

RECITALS

A. Contractor and County of Hidalgo ("**Obligee**") have entered into a construction and services contract for Hidalgo County New Constable Offices Precinct 1, (as the same may be modified, supplemented or amended from time to time, the "**Contract**") relating to that certain project (the "**Project**") described on the schedule attached hereto as **Exhibit A** (the "**Project Fact Sheet**").

B. Pursuant to the Contract, Contractor is required to obtain one or more surety bonds in order to secure Contractor's payment of subcontractors and/or performance under the Contract.

C. PHLY has agreed to issue that certain Payment Bond in the amount of $724,000.00, and that certain Performance Bond in the amount of $724,000.00, in favor of Obligee (the "**Bonds**") and as required by Obligee under the Contract.

D. In connection with its issuance of the Bonds, PHLY and Contractor are entering into this Agreement regarding the control and disbursement of all payments to be made by Obligee under the Contract.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the following meanings:

"**Administrative Fee**" has the meaning given to such term in Section 5.3.

"**Agreement**" means this Funds Disbursing Agreement, as it may be amended or supplemented from time to time, together with all attachments, exhibits, schedules, riders and addenda, all of which are incorporated herein by this reference and made a part hereof.

"**Bonds**" has the meaning given to such term in the recitals to this Agreement.

"**Bond Documents**" means this Agreement, the Bonds, the Payment Direction Agreement, the Escrow Agreement, the General Indemnity Agreement (to the extent related to the Bonds) and all other agreements, instruments, certificates, requests, statements, disclosures and documents executed or delivered by any person or entity relating to any of the foregoing.

"**Contract**" has the meaning given to such term in the recitals to this Agreement.

"**Contract Amount**" means the aggregate amount payable to Contractor by Obligee under the Contract.

"**Contract Payment**" has the meaning given to such term in Section 2.2.

"**Disbursement Request**" has the meaning given to such term in Section 3.1.

"**Effective Date**" has the meaning given to such term in the introductory paragraph of this Agreement.

"**Escrow Account**" has the meaning given to such term in the Escrow Agreement.

"**Escrow Agent**" has the meaning given to such term in the Escrow Agreement.

"**Escrow Agreement**" has the meaning given to such term in Section 2.3.

"**Escrow Funds**" means the Contract Payments received by Escrow Agent from Obligee pursuant to the Payment Direction Agreement and held and disbursed by Escrow Agent pursuant to the Escrow Agreement.

"**General Indemnity Agreement**" has the meaning given to such term in Section 2.1.

"**Overhead**" means Contractor's actual out of pocket costs in connection with the Contract for administration, field office and home office costs, general management costs, required insurance, materials used in temporary structures, and other costs incidental to the performance of the Contract.

"**Obligee**" has the meaning set forth in the recitals to this Agreement.

"**Payment Direction Agreement**" has the meaning given to such term in Section

"**Profit**" means all amounts payable to Contractor under the Contract not allocable to the costs of construction or Overhead.

"**Project**" has the meaning set forth in the recitals to this Agreement.

"**Project Budget**" means the detailed budget for the Project prepared by Contractor and delivered to PHLY, as the same may be updated from time to time, and containing a schedule of amounts for categories of construction work on the Project under the Contract, including, without limitation, all costs and expenses for labor, materials, supplies, construction management, waste removal and other services, Overhead, Profit

and the other sums arising from the Project, together with any additions, supplements, change orders or other modification to the Contract.

"**Project Timeline**" means the timeline of all interim and final completion dates for each phase of the Project prepared by Contractor and delivered to PHLY, as the same may be amended and updated from time to time.

"**Release**" has the meaning given to such term in Section 3.1.

"**Reserve Amount**" has the meaning given to such term in Section 3.3 hereof.

"**Subcontractors**" means all subcontractors, suppliers and other parties with whom Contractor executes contracts with at any time regarding the Project, and any other person or entity that at any time performs work on, or supplies equipment or materials for, the Project that may otherwise obtain liens under the Contract or against the Project under applicable law, or to which PHLY may have any liability under any Bond.

"**Subcontracts**" means any oral or written agreement between Contractor and any Subcontractor relating to the Project.

"**Sworn Statement**" has the meaning given to such term in Section 4.1(g).

ARTICLE 2
PURPOSE, NATURE AND TERM OF AGREEMENT

2.1 Purpose of Agreement. This Agreement has been entered into by Contractor and PHLY as a material inducement for PHLY to issue the Bonds. The purpose of this Agreement is to help PHLY ensure Contractor's performance under the Contract and the payment of Subcontractors in order to limit PHLY's exposure under the Bonds. In furtherance of the foregoing, Contractor hereby authorizes and directs PHLY to review all Disbursement Requests and supporting documents received from Contractor and, subject to the terms and conditions hereof, direct the disbursement of all Escrow Funds by Escrow Agent. This Agreement supplements but is not, and is not intended as, a substitute for the provisions contained in the General Agreement of Indemnity dated October 24, 2011, executed by and among Contractor, as principal, Holchemont Management LLC, Montalvo Construction LLC, Michael Che Montalvo, Pamela Lynn Montalvo, as indemnitor(s) in favor of PHLY as surety, (the "**General Indemnity Agreement**").

2.2 Payment Direction Agreement. Contractor shall enter into an agreement with Obligee substantially in the form attached hereto as **Exhibit B** (the "**Payment Direction Agreement**") pursuant to which Contractor shall authorize and direct Obligee to deliver to Escrow Agent, for the benefit PHLY, all payments now or hereafter due to Contractor from Obligee under the Contract including, without limitation, all amounts relating to any retainage, change orders, amendments, or replacements of or to the Contract (collectively, "**Contract Payments**").

2.3 Escrow Agreement. Contractor shall enter into an agreement substantially in the form attached hereto as **Exhibit C** (the "**Escrow Agreement**") pursuant to which, among other things, Contractor shall authorize and direct Escrow Agent to receive Contract Payments, deposit such Contract Payments in an Escrow Account, as Escrow Funds, and disburse such Escrow Funds solely in accordance with direction from PHLY. Contractor shall retain title to the Escrow Funds, subject to the interests of PHLY, until Escrow Agent disburses the Escrow Funds in accordance with the terms of the Escrow Agreement. The parties acknowledge and agree that PHLY shall have the sole and exclusive right to direct disbursements from the Escrow Account by providing appropriate instructions to Escrow Agent consistent with the terms of this Agreement. PHLY shall not be liable for any act, error, omission, or malfeasance attributable to any Escrow Agent.

2.4 No Trust or Fiduciary Relationship. Contractor acknowledges and agrees that PHLY is not, and shall not act in the capacity of, a trustee or other fiduciary with respect to the Escrow Account or the Escrow Funds. Neither PHLY nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates shall be held liable for any claims based upon the purported existence of any fiduciary duty owed to Contractor or based upon any duties arising from the purported existence of any alter ego, domination, or other similar relationship. Contractor further acknowledges and agrees that no term of this Agreement or of any related agreement, document or instrument, and no course of dealing between the parties, shall be deemed to create any agency, partnership or joint venture relationship between the parties or any fiduciary duty on the part of PHLY in favor of Contractor or the Obligee, any Subcontractor or any other person or entity involved with the Project.

2.5 Term. The term of this Agreement shall commence on the Effective Date and end upon the date that all conditions to making of the final disbursement of Escrow Funds set forth in Section 3.5 are satisfied, and PHLY directs the Escrow Agent to make such final disbursement.

ARTICLE 3
DISBURSEMENT PROCEDURES

3.1 Disbursement Requests. Contractor shall request that PHLY direct the disbursement of Escrow Funds to Contractor or a Subcontractor from the Escrow Account on account of Project costs by submitting a written request for such disbursement executed by an authorized representative of Contractor and substantially in the form attached hereto as **Exhibit D** (a "**Disbursement Request**"). Each Disbursement Requests shall (i) identify the payee and the amount to be paid, (ii) identify and provide copies of all applicable invoices and other supporting documentation for such payment, (iii) identify the relationship of the requested payment to line items in the Project Budget, (iv) provide a detailed breakdown of prior amounts paid to such payee and the amount of payments remaining to be made to such payee through Project completion, (v) indicate whether the requested payment is the final payment for such payee, (vi) be accompanied by an original form lien waiver or release (partial or final as applicable) relating to such Disbursement Request similar in substance to one of the forms attached hereto as

Exhibit E (partial release) or **Exhibit F** (final release), or otherwise in form and substance acceptable to PHLY, properly executed by such payee and duly notarized (a "**Release**"), and (vii) if the Disbursement Request relates to a request for payment to Contractor, contain an additional certification that all Project costs and other amounts that are then due and payable to Subcontractors have been fully paid.

3.2 Disbursements Orders. PHLY shall direct Escrow Agent to make disbursements from the Escrow Funds only if (i) the conditions or requirements set forth in Section 3.1 have been satisfied, (ii) PHLY has previously received copies of all payment applications submitted by Contractor to Obligee relating to or including the same costs or payments covered by such Disbursement Request, (iii) PHLY is satisfied, after such review or investigation as it deems appropriate in its sole discretion, as to the completeness, accuracy and veracity of all matters relating to the Disbursement Request and the supporting documents submitted therewith, including without limitation, all receipts, delivery tickets, payroll and other additional cost information requested by PHLY, (iv) PHLY has determined, in its sole discretion, that the amount requested is in line with or reasonable in relation to the status of or progress on the Project and the amounts budgeted for such payments in the Project Budget, (v) the Reserve Amount is fully funded and Escrow Funds are otherwise available to pay the requested disbursement, (vi) Contractor is not in default of its obligations under this Agreement or the Contract, and (vii) no draw or claim against any of the Bonds has been made. If all of the foregoing requirements have not been satisfied, PHLY shall have the right to reject the applicable Disbursement Request or adjust the amount of the Disbursement Request and direct the Escrow Agent to disburse such other amounts that PHLY determines, in its sole discretion, reasonable and appropriate.

3.3 Reserve Funds. PHLY is hereby authorized to cause the Escrow Agent to reserve a portion of all Contract Payments received by Escrow Agent and held in the Escrow Account as Escrow Funds for the protection of PHLY from all claims, losses, damages or expenses that may be asserted against or incurred by PHLY with respect to the Bonds. The amount of Escrow Funds so reserved (the "**Reserve Amount**") shall initially be equal to zero percent (0%) of the aggregate amount of all Contacts Payments received by the Escrow Agent from Obligee. The Reserve Amount may be increased or decreased from time to time as PHLY may determine, in its sole discretion, appropriate. Unless otherwise directed by PHLY, the Reserve Amount shall not be available for disbursement to Contractor or any Subcontractor unless and until the conditions set forth in Section 3.5 have been satisfied.

3.4 Suspension of Disbursements. Notwithstanding anything in this Agreement to the contrary, in the event of a claim against any of the Bonds, PHLY shall have the right to (i) suspend and/or discontinue disbursement instructions to the Escrow Agent on account of Disbursement Requests, and (ii) direct disbursement of some or all of the Escrow Funds to itself in order to pay Contractor's obligations under the Bond Documents or to otherwise reimburse PHLY on account of such claim. Nothing contained in this Section 3.4 or elsewhere in this Agreement shall be construed to relieve Contractor of its obligations under this Agreement or the

Contract, and Contractor agrees that at all times while this Agreement is in effect, Contractor shall continue to prepare and submit Disbursement Requests for work performed on the Project and otherwise perform all of its obligations under the Contract, all Subcontracts and this Agreement.

3.5 Disbursement of Reserve Amount. PHLY may direct the disbursement of the Reserve Amount, if any, from the Escrow Account to Contractor upon the satisfaction of all of the following conditions precedent:

(a) all claims and disputes regarding the Project are resolved to the satisfaction of PHLY;

(b) PHLY has received fully executed final Releases from all Subcontractors;

(c) Contractor has submitted to PHLY a fully-completed and duly notarized certificate regarding project completion substantially in the form the certificated attached hereto as **Exhibit G**;

(d) PHLY has received a fully-completed and duly notarized certificate regarding project completion substantially in the form the certificated attached hereto as **Exhibit H** from Obligee; and

(e) All amounts owing to PHLY under the Bond Documents have been paid and PHLY has received payment from the Escrow Fund of all amounts it is entitled to receive pursuant to the terms of this Agreement.

3.6 Final Disbursement of Escrow Funds. PHLY shall direct a final disbursement of all Escrow Funds contained in the Escrow Account to Contractor upon the satisfaction of all of the conditions sets forth in Section 3.5 above, and Obligee has delivered the final Contract Payment (including all retainage) to Escrow Agent.

ARTICLE 4
RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

4.1 Contractor's Pre-Commencement Duties. Prior to commencement of any work under or pursuant to the Contract, Contractor shall deliver to PHLY the following items, fully completed and executed as applicable:

(a) a copy of the Payment Direction Agreement;

(b) the Escrow Agreement;

(c) the Project Fact Sheet;

(d) a copy of the Contract, inclusive of all exhibits, addenda, general conditions and related documents;

(e) the Project Budget;

(f) the Project Timeline;

(g) a sworn statement executed by Contractor, duly notarized and substantially in the form attached hereto as **Exhibit I,** identifying the names, addresses and telephone numbers of all Subcontractors and containing a brief description of each Subcontract and the dollar amount thereof (the "**Sworn Statement**");

(h) copies of all Subcontracts and all other purchase orders, estimates, invoices, statements or other documents evidencing the purchase, ordering or rental of materials, equipment or other supplies for the Project;

(i) copies of all plans and specifications for the Project;

(j) copies of all permits, approvals and licenses required to be obtained from any governmental authority for the construction work to be performed on the Project;

(k) to the extent permitted by applicable law, copies of waivers or releases of liens against the Project duly executed by each Subcontractor identified in the Sworn Statement and/or properly recorded in the applicable office for the recording of public records; and

(l) any other information or written materials regarding the Project and/or Contractor relevant to this Agreement, which PHLY may request in writing.

4.2 Supplemental Statements. Contractor shall provide to PHLY a revised and fully complete Sworn Statement, executed by Contractor and duly notarized, in the event there is any change to the information contained in any Sworn Statement previously delivered to PHLY due to (a) the addition or deletion of a Subcontractor, (b) the addition or deletion of a Subcontract, (c) any change in the dollar amount of any Subcontract, or (d) any other material change to the information contained in such Sworn Statement.

4.3 Construction of Project. Contractor shall commence construction of the Project promptly and use best efforts to cause all work on the Project to proceed diligently and continuously so that the Project may be substantially completed no later than the scheduled completion date set forth in the Project Timeline. Contractor covenants and agrees that, prior to submitting any Disbursement Request, Contractor will inspect and confirm the sufficiency or completeness of the applicable work performed or materials or equipment used or delivered relating to such Disbursement Request.

4.4 Notice of Certain Events. No later than five (5) days after Contractor's receipt of notice or knowledge of the occurrence of any one of the following events or circumstances, Contractor shall provide notice of same to PHLY, together with copies of documents evidencing or otherwise relating to such event or circumstance:

(a) any actual, potential or asserted backcharge, credit or offset against the Contract;

(b) any actual, potential or asserted default under the Contract;

(c) any actual, potential or asserted default or dispute under a Subcontract, or claim of delay or interference by a Subcontractor or any other person or entity on the Project;

(d) any event requiring the submission of a revised Sworn Statement as set forth in Section 4.2;

(e) additional purchase orders or the receipt of any written notice of change orders, extras, additional improvements or work relating to the Project;

(f) amendments or modifications to the Project Budget;

(g) amendments or modifications to the Project Timeline;

(h) any claim or the assertion of a lien on account of nonpayment for labor, materials or equipment supplied to the Project; or

(i) the receipt of notice by any person or entity from any governmental authority or court concerning Contractor or the Project.

4.5 Books and Records. Contractor shall maintain accurate and complete books and records relating to the Project, the Contract and all Disbursement Requests, and copies of all correspondence to or from Obligee, Contractor, any governmental authority and any other party involved with the Project.

4.6 Access to Project and Information. Contractor shall furnish to PHLY such information as PHLY may, from time to time, request with respect to the Project or the business or financial affairs of Contractor. Contractor shall permit any officer, employee, agent, accountant, consultant or other representative of PHLY, as often as PHLY may require, to: (a) visit and inspect the Project; (b) inspect, audit and make copies of or prepare extracts from Contractor's books, records, contracts, correspondence and any other written materials relating to the Project; and (c) discuss the status of the Project and the financial affairs of Contactor with Contractor, any Subcontractor or Obligee, or their respective officers, employees agents, accountants and consultants.

4.7 Inspection of Project. If an inspection of the Project is requested by PHLY pursuant Section 4.6 above, Contractor shall provide PHLY or its agents and representatives adequate facilities for inspection of the Project and full access to the Project. Any inspection of the Project by PHLY pursuant to this Agreement shall be performed by or on behalf of PHLY at Contractor's expense for PHLY's benefit. PHLY does not undertake any obligation or duty to any person or entity to determine or opine whether the construction of the Project has been performed or completed in accordance with any plans and/or specifications relating thereto, or whether such construction has been accomplished in a reasonable, acceptable, safe or workmanlike manner. Consequently, any inspection of the Project by or for PHLY shall not be relied upon in any manner as the equivalent of or a substitute for a contractor, architectural or engineering inspection.

4.8 Receipt of Contract Payments. In the event that any Contract Payments are delivered directly to Contractor by Obligee, Contractor will immediately notify PHLY of the receipt of such Contract Payments. Contractor will receive any such Contract Payments solely as the agent of PHLY and the Escrow Agent and will immediately turn the same in the form received (except for the endorsement of Contractor where appropriate) over to the Escrow Agent for deposit into the Escrow Account and, until so turned over, Contractor will hold the same in trust for the benefit of PHLY.

ARTICLE 5
ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS OF THE PARTIES

5.1 Communications With Project Participants. PHLY may contact and otherwise communicate directly with Obligee, any Subcontractor and/or any of their respective representatives or consultants to the extent PHLY deems necessary, in its sole discretion, to determine the status of the Project and such parties accounts with Contractor with respect to the Project.

5.2 Right to Retain Professionals. PHLY may retain or consult with attorneys, consultants and other professionals of PHLY's selection, at any time and at Contractor's expense, concerning PHLY's rights and obligations under this Agreement and the other Bond Documents.

5.3 Administrative Fee. PHLY shall receive a non-refundable, fully earned administrative fee equal to three quarters percent (0.75%) of the Contract Amount $5,430.00, plus a set-up charge of $750.00 for a total fee of $6,180.00 (the "**Administrative Fee**") to cover the costs of administering this Agreement and maintaining the Escrow Account. The Administrative Fee shall be deemed fully earned and non-refundable upon the Effective Date and shall be paid to PHLY from the Escrow Fund prior to any other disbursements from the Escrow Fund, provided that, in the event that the total dollar value of the Contract Amount increases, PHLY shall be entitled to receive a corresponding increase in the Administrative Fee. The Administrative Fee

shall not be subject to any refund, reduction or set-off in the event the Contract Amount decreases or the Project does not proceed or meets an early or untimely termination.

5.4 Payment of Fees From Escrow Account. Contractor hereby authorizes PHLY to direct the disbursement of Escrow Funds directly to itself for reimbursement of all amounts for inspection fees, professional fees, Administrative Fees, or the payment of reimbursement obligations relating to claims against the Bonds as and when any such amounts become due and owing to PHLY pursuant to the terms of this Agreement or the other Bond Documents. This authorization is in addition to any other rights belonging to PHLY under the other Bond Documents, including its rights to posting of collateral, indemnity, and other rights related to claims made under any Bonds.

5.5 Reliance Upon Documents. PHLY may, without incurring any liability, act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and in compliance with this Agreement, may assume the validity and accuracy of any statement or assertion contained in such writing or instrument, may assume that any person or entity purporting to give or deliver any such writing or instrument has been duly authorized to do so, and shall not have any obligation or duty to make any independent investigation as to such matters, regardless of any prior or contemporaneous oral or written communication received by it from any party.

5.6 No Implied Duties. PHLY's obligations and responsibilities under this Agreement are limited to those expressly set forth herein. Nothing in this Agreement or the other Bond Documents shall obligate PHLY to issue any additional bonds or provide financing or any other form of financial accommodation to Contractor with respect to the Project or otherwise. All decisions with respect to completion of the Project shall be made by Contractor only, and PHLY assumes no management or other control over completion of the Project or any actions taken by Contractor. PHLY shall have no obligation whatsoever to monitor or oversee the use or application of such funds distributed from the Escrow Account at its direction, including, without limitation, whether or not the party receiving such disbursement utilizes any such funds for payroll, withholding, other taxes or other payments which such receiving party is obligated to make.

5.7 No Guaranty. PHLY does not guaranty nor is PHLY responsible for ensuring (a) that construction of the Project will proceed or be completed; (b) that the Project will be in accordance with governmental rules and regulations or all plans and/or specifications relating to the Project when and if the Project is completed; (c) the quality of workmanship or materials, (d) except to the extent otherwise provided in the Bonds, that all obligations incurred by Contractor in connection with the Project will be paid, satisfied or discharged; or (e) that the Contract Amount or Contract Payments will be sufficient to complete the Project.

5.8 Exculpation. PHLY shall not be liable for any act, error, or omission made in good faith in the performance of this Agreement, and PHLY shall not be liable for negligence of any degree

(including any gross negligence) arising from its performance of this Agreement. In no event shall any of PHLY's officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates be personally liable for any act which they may do or omit to do hereunder or under the other Bond Documents. Neither PHLY nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates shall be responsible in any manner for any recitals, statements, representations or warranties made by any person or entity contained in the Contract, any Subcontract, this Agreement or any other Bond Document or in any certificate, report, statement or other document referred to or provided for therein or received by PHLY under or in connection therewith, or for the value given for, validity, effectiveness, genuineness, enforceability or sufficiency of any of the foregoing, or the failure of any person or entity to perform its obligations with respect thereto. Notwithstanding any right PHLY may have hereunder or otherwise, PHLY shall not be under any obligation to Contractor or any other person or entity to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Bond Document, or to inspect the Project or the properties, books or records of any person or entity related thereto. Any act done or omitted to be done by PHLY pursuant to the advice of its attorneys shall be deemed conclusively to have been performed or omitted in good faith by PHLY.

5.9 Indemnification. Contractor hereby indemnifies and agrees to defend (with counsel acceptable to PHLY) and hold PHLY and each of its respective directors, parent companies, subsidiaries, shareholders, affiliates, officers, agents and employees (each an, "Indemnitee") harmless from and against any liability, loss, cost, expense (including, without limitation, reasonable attorneys' fees and expenses), claim, damage, suit, action or proceeding ever suffered or incurred by an Indemnitee or in which an Indemnitee may ever be or become involved (whether as a party, witness or otherwise) arising with respect to the execution, delivery, enforcement, performance and administration of this Agreement or the other Bond Documents, or by reason of any third party claim or proceeding arising out of this Agreement, the other Bond Documents or the transactions contemplated hereby or thereby, or relating to claims of any person or entity with respect to the Escrow Funds.

5.10 WAIVER OF DELAY DAMAGES AND SPECIAL DAMAGES. PHLY SHALL NOT BE LIABLE FOR, AND CONTRACTOR HEREBY WAIVES AND RELEASES ANY CLAIMS OR REMEDIES CONTRACTOR MAY HAVE AGAINST PHLY FOR (i) ANY DELAY OR DISRUPTION DAMAGES OF ANY KIND, OR (ii) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARE CLAIMED BY CONTRACTOR OR ANY THIRD PARTY CLAIMING THROUGH, UNDER OR ON BEHALF OF CONTRACTOR, THAT ARISE OUT OF ANY BREACH OF THIS AGREEMENT BY PHLY, THE DISBURSEMENT OR HANDLING OF THE ESCROW FUNDS, ANY OTHER CLAIM OR OBLIGATION ARISING OUT OF THIS AGREEMENT, OR ANY CLAIM THAT ARISES PURSUANT TO ANY TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY)OR OTHER CLAIM, OR FOR

ANY CLAIM MADE AGAINST CONTRACTOR BY ANY OTHER PARTY, EVEN IF PHLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

In order to induce PHLY to enter into this Agreement, Contractor makes the following representations and warranties to PHLY, all of which shall be true, correct, and complete in all respects as of the Effective Date and at all times during the term of this Agreement (except to the extent that such representations and warranties by their terms specifically relate solely to an earlier date), and each of which shall survive the execution and delivery of this Agreement.

6.1 Organization and Legal Existence. Contractor is duly organized and validly existing under the laws of its state of formation, is in good standing in each jurisdiction in which the nature of its business makes such qualification necessary (including the jurisdiction in which the Project is located) and has the power and authority to own its assets and transact the business in which it is engaged.

6.2 Authority. Contractor has the full power and authority to enter into, execute, and deliver, and to perform its obligations under, this Agreement and the other Bond Documents, all of which have been duly authorized by all necessary corporate or other company action. No consent or approval of any person or entity, and no consent, approval, filing or registration with any governmental authority is required as a condition to the validity of this Agreement or the other Bond Documents or the performance by Contractor of its obligations thereunder, except for such consents or approvals as have been obtained.

6.3 No Conflicts. The execution and delivery by Contractor of this Agreement and the other Bond Documents, and the performance of its obligations under this Agreement and the other Bond Documents do not and will not, violate, conflict with, constitute a default under, or result in the creation of a lien or encumbrance upon the property of Contractor (other than for the benefit of PHLY) under (a) any provision of Contractor's certificate of incorporation or formation or operating agreement, (b) any provision of any law, rule, or regulation applicable to Contractor, (c) any indenture or other material agreement or instrument to which Contractor is a party or by which Contractor or its property is bound, or (d) any judgment, order or decree of any court, arbitration tribunal, or governmental authority having jurisdiction over Contractor which is applicable to Contractor.

6.4 Binding Agreement. This Agreement and the other Bond Documents to which Contractor is party, and any other document contemplated hereby and thereby, are (or when issued and delivered will be) the legally valid and binding obligations of Contractor, enforceable against it in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

6.5 Project Agreements. Contractor has the right and power to construct the Project as contemplated in the Contract. The Contract and all other agreements related thereto are in full force and effect, no default has occurred and is continuing uncured under any of them on the part of Contractor or, to the knowledge of Contractor, any other party, and all conditions to the effectiveness of such agreements currently required to be satisfied have been satisfied. No term or provision set forth in this Agreement will impede Contractor's ability to comply with or perform under the Contract or hinder the general operation of Contractor's business.

6.6 Compliance with Laws. Contractor is not in violation of any laws (including, without limitation, any statute, rule or regulation relating to employment practices or to environmental, occupational and health standards and controls) except for violations which would not reasonably be expected to have a material adverse effect on Contractor's business or its ability to perform under the Contract. Contractor has obtained all certificates, licenses, permits, qualifications and governmental authorizations required under the Contract and all laws, or orders of public authorities, necessary for construction of the Project.

6.7 Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of Contractor, threatened against or affecting Contractor and/or the Project before any court, arbitrator, or governmental authority that would have a material and adverse affect on the ability of Contractor to perform its obligations under the Contract and this Agreement

6.8 Labor Matters. There are no strikes or other labor disputes pending or, to the knowledge of Contractor, threatened against Contractor, Obligee or the Project.

6.9 Material Facts. Neither this Agreement, nor any other Bond Document or any other agreement, document, certificate, or statement furnished to PHLY by or on behalf of Contractor in connection with the transactions contemplated by the Bond Documents, contains any untrue statement of material fact or any materially misleading facts.

ARTICLE 7
ADDRESS FOR NOTICES AND DELIVERIES

7.1 Notices. Unless otherwise provided in this Agreement, all notices or documents required or permitted to permitted to be delivered by any party relating to this Agreement or any other Bond Document shall be in writing and shall be personally delivered by certified mail (postage prepaid, return receipt requested), overnight courier, or facsimile to the relevant party as set forth below:

If to PHLY, to:

Maguire Insurance Agency Inc.
1009 Lenox Drive Ste 107
Lawrenceville, NJ 08648
Attn: Richard Kukosky
Phone: 609-512-3858

Fax: 866-728-2812

If to Contractor, to: Holchemont Ltd
900 North Main Street
McAllen, TX 78501
Attn.: Michael Montalvo
Telephone: 956-686-2901

The parties may change the address at which they are to receive notices or other deliveries hereunder, by notice in writing in the foregoing manner given to the other party. All notices sent in accordance with this provision shall be deemed delivered on the earlier date of (a) actual receipt, or (b) if transmitted by facsimile, the confirmation of the transmission if sent during the recipient's normal business hours or, if the confirmed transmission was sent after normal business hours, the next Business Day.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Further Assurances. Contractor shall execute, acknowledge, and deliver all such additional agreements, documents and instruments and take all such further action, at its own expense, as PHLY shall deem reasonably necessary in order to further effectuate the purposes, and to carry out the terms, of this Agreement.

8.2 Survival of Covenants. The agreements, covenants and waivers of Contractor contained in this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the purposes, and to carry out the terms, of this Agreement.

8.3 Cumulative Rights; No Waiver. No failure or delay on the part of PHLY in exercising any right, power or privilege under this Agreement, and no course of dealing between PHLY and Contractor, shall operate as a waiver of any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and privilege provided for herein are cumulative and not exclusive of any rights, powers, privileges or remedies which PHLY would otherwise have under the Bond Documents or applicable law. Nothing in this Agreement shall be construed as waiving, restricting, or otherwise impinging, in whole or in part, any rights, remedies, or defenses available to PHLY under the common law or any other agreement, including any General Indemnity Agreement.

8.4 Claims Against PHLY. PHLY shall not be in default under this Agreement, or under any other Bond Document, unless a written notice specifically setting forth the claim of Contractor shall have been given to PHLY within three (3) months after Contractor first had knowledge of the occurrence of the event which Contractor alleges gave rise to such claim, and PHLY does not remedy or cure any such default promptly thereafter. Contractor waives any claim, set-off or defense against PHLY arising by reason of any alleged default by PHLY as to which Contractor

does not give timely notice as aforesaid. Nothing in this provision shall be construed as creating any substantive claim rights, and no other person or entity is intended to have any rights as a third-party beneficiary of the provisions of this Section.

8.5 Third Parties. No rights are intended to be created under this Agreement or for the benefit of Obligee or any Subcontractor or other person or entity not a party to this Agreement.

8.6 Successors and Assigns. This Agreement shall be binding upon an inure to the benefit of Contractor and PHLY and their respective successors and assigns, provided, however, that Contractor may not assign its rights hereunder or any interest herein without the prior written consent of PHLY, and any such assignment or attempted assignment by Contractor shall be void and of no effect with respect to PHLY.

8.7 Severability. In the event any term, covenant or provision of this Agreement or shall be declared prohibited, invalid, or unenforceable to any extent by a court of competent jurisdiction, such term, covenant or provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability in that jurisdiction, without invalidating or rendering unenforceable the remaining provisions or affecting the validity of any term, covenant or provision of this Agreement in any other jurisdiction, unless such would effect a substantial deviation from the general intent and purpose of the parties or make a significant change in the economic effect of this Agreement on the party benefited by such term or provision.

8.8 Completeness and Modification. This Agreement, and the exhibits attached hereto, constitute the entire understanding between the parties with respect the subject matter hereof, and thus supersede any prior or contemporaneous agreements or understandings, negotiations, proposals and other representations that may exist or have existed in relation to such subject matter. No waiver or modification of this Agreement shall be valid unless made in writing and signed by the parties hereto. No covenant, representation or condition not otherwise expressed in this Agreement shall replace, modify, interpret, change or restrict the express provisions of this Agreement.

8.9 Choice of Law, Forum; Waiver of Jury Trial. The validity, construction, interpretation and performance of this Agreement and any alleged tort arising or relating to the subject matter hereof shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws principles. Each of the parties hereto irrevocably agrees that any action or proceeding arising in connection with this Agreement shall be brought and maintained exclusively in the United States District Court for the Eastern District of Pennsylvania, or if subject matter jurisdiction cannot be obtained in the District Court, the Court of Common Pleas for Philadelphia County, Pennsylvania. Each party irrevocably waives, to the fullest extent permitted by law, any objection that the forum set forth herein is an inconvenient forum. Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

8.10 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement shall be deemed to have been executed and delivered when PHLY has received counterparts hereof executed by all parties listed on the signature page(s) hereto.

8.11 Authority to Enter Agreement. Contractor warrants and represents that it enters into this Agreement freely and voluntarily and further warrants that the person executing this Agreement on its behalf has authority to bind the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the Effective Date.

Holchemont Ltd

By: _____
Name: Michael Montalbo
Title: Mgr.

MAGUIRE INSURANCE AGENCY INC.

By: _____
Name: _____
Title: _____

EXHIBIT B

PAYMENT DIRECTION AGREEMENT

This PAYMENT DIRECTION AGREEMENT (hereinafter "Agreement") is entered into this 24th day of July, 2012, between Holchemont Ltd ("Contractor") and County of Hidalgo ("Obligee").

RECITALS

A. Contractor and Obligee have entered into a construction and services contract for Hidalgo County New Constable Offices Precinct 1, (as the same may be modified, supplemented or amended from time to time, the "Contract") relating to that certain project (the "Project") described on the schedule attached hereto as Exhibit A (the "Project Fact Sheet").

B. Contractor has selected Philadelphia Indemnity Insurance Company ("PIIC") to provide surety bonds as required by Obligee under the Contract.

C. In connection with its issuance of the Bonds, PIIC and Contractor have agreed that Maguire Insurance Agency Inc., underwriting manager for PIIC, will direct the disbursement, from an escrow account, of all monies paid by Obligee under the Contract.

E. In furtherance of the foregoing disbursement arrangement, the parties hereto desire to direct all payments made by Obligee under the Contract to the Escrow Agent described herein.

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Obligee agrees as follows:

1. Contractor hereby authorized and directs Obligee to remit, and Obligee hereby agrees to remit, all payments due to Contractor under the Contract directly to Bank of America Merrill Lynch, Global Custody and Agency Services, located at 125 South LaSalle Street Ste 1400 Chicago, IL 60603, attn: Anna Vacca (312) 904-1838 ("Escrow Agent"), including, without limitation, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Contract (collectively the "Contract Payments").

2. Nothing contained in this Agreement shall prevent the Obligee from withholding payment to Escrow Agent of any amounts Obligee is entitled to withhold from Contractor by virtue of terms of the Contract or applicable law.

3. This Agreement shall inure to the benefit of and be binding upon the parties successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the date first written above.

OBLIGEE:

County of Hidalgo

By: _____
Name: Ramon Garcia
Title: County Judge

Approved by Commissioners' Court
on 7/24/12 RO

CONTRACTOR:

Holchemont Ltd

By: _____
Name: _____
Title: Mgr

EXHIBIT C

ESCROW AGREEMENT

EXHIBIT D

DISBURSEMENT REQUEST

CONTRACTORS CHECKLIST FOR DISBURSEMENT OF FUNDS

INFORMATION REQUIRED FOR PROCESSING:

- ☐ Exhibit D (Disbursement Authorization) we must obtain one for each check that is to be issued.
- ☐ Copy of all invoices from subcontractors and suppliers that are to be paid.
- ☐ Copy of your pay request to the owner or general contractor.
- ☐ Partial or final lien release waiver for subcontractors and suppliers.

***Information not provided will delay the processing of disbursements.**

Please note that if payment is made by you to any supplier or subcontractor, we will need a copy of the check, a signed lien release form and a copy of the invoice in order to give a refund.

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Disbursement Request

FROM: Holchemont Ltd ("Contractor")
TO: Maguire Insurance Agency Inc., underwriting manager for Philadelphia Indemnity Insurance Company
DATE:
PROJECT: Hidalgo County New Constable Offices Precinct 1

Please Pay the Amount of:_____

To the order of:_____

Address of Payee:_____

Final Payment (Yes) (No)_____

A.	Original Contract Estimate:	$_____
B.	Change Orders (Must be attached):	$_____
C.	Revised Contract Amount:	$_____
D.	Total Contract Amount Completed to Date (Including Change Orders):	$_____
E.	Percent of Work Completed to Date _____%:	$_____
F.	Total amount of materials stored on site:	$_____
G.	Total D & F:	$_____
H:	Less Amount Retained: _____%	$_____
I:	Less Previous Payment Requests (Line J from Prior Certificates):	$_____
J:	Total Amount of this Request (D + F - H - I = Total):	$_____
K:	Remaining Amount to Complete (C-G) + Accrued Retainage):	$_____

INVOICE AND BUDGET INFORMATION

1. Relevant invoice number(s): (Copies of invoices must be attached) _____

2. Relevant budget category/line item: _____

3. Do any invoices relate to stored materials? (If so, explanation must be attached) _____

Contractor hereby certifies that the above work or service has been performed, materials have been delivered, stored and/or incorporated into the work and these activities have been approved by the undersigned and by the owner's representative. Contractor further certifies that, if disbursement to Contractor is requested, all project costs and other amounts due and payable to subcontractors have been paid.

Holchemont Ltd

By:_____
Name:_____
Title:_____

EXHIBIT E

PARTIAL RECEIPT, WAIVER AND RELEASE OF CLAIMS

Upon receipt of payment in the amount of $_____ on behalf of **Holchemont Ltd** for labor, materials, equipment and services provided by the undersigned to Contractor on or with respect to Hidalgo County New Constable Offices Precinct 1, the undersigned waives any and all mechanics' lien rights and claims it has or may have with respect to the Project, and releases and forever discharges the County of Hidalgo, Holchemont Ltd, and/or Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency, Inc. , and their respective officers, directors, employees, sureties, insurers, disbursing agents and representatives from any and all claims for payment, including but not limited to payment bond claims, but only to the extent of the payment acknowledged above and through the date of said payment.

Dated:

_____
(Print company name)

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

EXHIBIT F

FINAL RECEIPT, WAIVER AND RELEASE OF CLAIMS

Upon receipt of **final** payment in the amount of $_____ on behalf of **Holchemont Ltd** for labor, materials, equipment and services provided by the undersigned to Contractor on or with respect to Hidalgo County New Constable Offices Precinct 1, the undersigned waives any and all mechanics' lien rights and claims it has or may have with respect to the Project, and releases and forever discharges the County of Hidalgo, Holchemont Ltd and/or Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency Inc., and their respective officers, directors, employees, sureties, insurers, disbursing agents and representatives from any and all claims for payment, including but not limited to payment bond claims.

Dated:

_____
(Print company name)

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT G

CERTIFICATE REGARDING PROJECT COMPLETION

(Contractor)

The undersigned, Holchemont Ltd, hereby certifies to Philadelphia Indemnity Insurance Company ("Surety") together with its underwriting manager, Maguire Insurance Agency Inc., and County of Hidalgo, and/or their respective agents, successors and assigns, as follows with respect to Hidalgo County New Constable Offices Precinct 1:

1. All work to be performed by Contractor pursuant to the Contract has been completed.

2. The Obligee has accepted the Project.

3. All persons or entities who have supplied labor, material or services to the Project at the request of or for the benefit of Contractor have been paid in full.

4. No person or entity has any claim against the County of Hidalgo, or Contractor for any labor, material or services provided to the Project.

5. Contractor has no knowledge of any actual or threatened claim against the Bonds or mechanic's lien against the Project.

All capitalized terms used herein and not defined herein shall have the meanings set forth in that certain Funds Disbursing Agreement between Contractor and Surety dated July 20, 2012.

Dated:

_____
Holchemont Ltd

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

EXHIBIT H

CERTIFICATE REGARDING PROJECT COMPLETION

(Obligee)

The undersigned, County of Hidalgo, hereby certifies to Philadelphia Indemnity Insurance Company ("Surety") together with its underwriting manager, Maguire Insurance Agency, Inc., and Holchemont Ltd, and/or their respective agents, successors and assigns, as follows with respect to Hidalgo County New Constable Offices Precinct 1:

1. All work to be performed by Contractor pursuant to the Contract has been completed.

2. The Obligee has accepted the Project.

3. To the knowledge of Obligee, all persons or entities who have supplied labor, material or services to the Project at the request of or for the benefit of Contractor have been paid in full.

4. To the knowledge of Obligee, no person or entity has any claim against the Holchemont Ltd or Obligee for any labor, material or services provided to the Project.

5. Obligee has no knowledge of any actual or threatened claim against the Bonds or mechanic's lien against the Project.

Dated:

_____
County of Hidalgo

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

EXHIBIT I

SWORN STATEMENT OF CONTRACTOR TO SURETY REGARDING SUBCONTRACTORS

State of _____

County of _____

The undersigned Holchemont Ltd ("**Contractor**"), being duly sworn, deposes and says that Contractor has retained or contracted or intends to retain or contract with the following subcontractors, equipment or material suppliers, consultants, and other persons or entities for the provision of labor, materials, equipment or services with respect to that certain project described as the Hidalgo County New Constable Offices Precinct 1.

Name	Address & Telephone	Type of Contract, Purchase Order	Contract Amount

The Project's costs breakdown is as follows:

Amount needed for Subcontractors: $_____
Amount needed for Contractor's Labor: $_____

Total Labor Costs; % of Contract: $_____ %_____

Amount needed for Suppliers $_____
Total Material and Equipment Costs; % of Contract: $_____ %_____

Amount needed for Overhead $_____
other Anticipated Costs: (Explain) $_____

Total of Potential Additional Costs $_____ %_____
Amount allotted to Profit $_____
Total Profit: $_____ %_____

Total of the above sums (Should equal Contract Sum):	$_____	%	100
Contract Sum:	$_____	%	100

As of this ____ day of July,2012, this statement is complete and accurate in all respects, and identifies all person or entities and amounts to be paid pursuant to agreements with Contractor related to the Project. Such shall be updated in writing to Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency, Inc., when any of the foregoing information changes.

Holchemont Ltd

By:_____
Name:_____
Title:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 5:03 PM
To: 'Evangelina Garcia'; 'Moises Salazar'
Cc: 'Darlene Betancourt'
Subject: FW:

Importance: High

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, July 24, 2012 4:07 PM
To: 'Martha Salazar'
Subject: RE:

We have reviewed the disbursement agreement and it is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 3:07 PM
To: 'Steve Crain'; 'Heather De La Garza'
Cc: 'Evangelina Garcia'; 'Moises Salazar'
Subject: FW:
Importance: High

Mr. Crain & Ms. Heather:
Just and FYI on documentation received and provided to Mr. Crain at CC including the original P & P bonds.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, July 24, 2012 1:47 PM
To: 'Martha Salazar'
Subject:

Marty:
When Mr. Montalvo from Holchemont delivered the original P&P Bonds this morning, he also left the above attached agreement. Actually this is the first time that I see this type of agreement relevant to the P&P Bonds. Not sure if it should even be considered or what the purpose of this agreement is for. I think it best if this can be forwarded to legal for review as to form since it is in connection to the existing AIA Contract being reviewed as to form including the P&P Bonds by legal.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

AI-36309 **11. H.**

CC CONSENT

Meeting Date: 01/29/2013

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(all funding sources, programs & entities)-Type D Hot Mix Asphalt (gravel & limestone) RFB No.: 2013-011-00-00-SGS. Including the re-advertising of project in the event no bid responses are received and/or are rejected and the project is still required.

BACKGROUND

1. Current contract expires on April 06, 2013.
2. New contract will commence on April 07, 2013.
3. Proposed schedule of events:
   1st advertisement: February 02, 2013.
   2nd advertisement: February 09, 2013.
   Bid Opening date: February 20, 2013.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-005-0-731/673

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

BUDGETARY IMPACT:

Pct. 3 Rd. Maint.-Funds available as of 1-17-13. The precincts are the user depts for these road supplies. Purchases are on an "as needed basis".

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-731/673

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

BUDGETARY IMPACT:

Pct. 4 Rd. Maint.-Funds available as of 1-17-13

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Pct. 1 Rd. Maint.-Funds available as of 1-17-13

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-121-041-0-731

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

BUDGETARY IMPACT:

CO 2010 A & B-Pct. 1 Roads-Funds available as of 1-17-13, pending year end carryovers for CIP funds.

Attachments

Specifications, Legal, Draft etc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2013 09:47 AM
Budget & Management	Obdett Calzada	01/16/2013 04:55 PM
Ivan Cantu	Ivan Cantu	01/17/2013 03:23 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Sandy Suarez Started On: 01/10/2013 03:17 PM

Final Approval Date: 01/25/2013

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. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec Assist

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **November 21, 2012**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-011- Hidalgo County (All Funding Sources, Programs and Entities) - "Type D Hot Mix Asphalt (Gravel & Limestone)"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specifications are **NOT** met, make any and all modifications necessary 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 NO: 2-1200-431-00-121-0050-731 – (To Be Funded As Needed)
2-1342-431-00-121-041-0-XXX

Noe Montez	Noe Montez	PCT 1	11-28-12
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 NOVEMBER 30, 2012 @ 4:00 P.M.

Enclosures

Pct 1
11/28/12

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. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec Assist

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **November 21, 2012**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-011- Hidalgo County (All Funding Sources, Programs and Entities) - "Type D Hot Mix Asphalt (Gravel & Limestone)"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary 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 NO: 2-1200-431-00-123-005-0-731

Joe. M. Flores	Joe. M. Flores	Pct #3	12/6/12
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 NOVEMBER 30, 2012 @ 4:00 P.M.

Enclosures

Pct 3
12/6

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
NOV 28 2012
By 10136

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec Assist

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **November 21, 2012**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-011- Hidalgo County (All Funding Sources, Programs and Entities) - "Type D Hot Mix Asphalt (Gravel & Limestone)"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary 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 NO: 2-1200-431-00-124-0070-731

Roman Rodriguez	Roman Rodriguez	Road & Bridges	11/29/12
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 NOVEMBER 30, 2012 @ 4:00 P.M.

Enclosures

Pct 4

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"

BID NO.: 2013-011-00-00-SGS

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an **"as needed basis"** only. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE

SPECIAL CONDITIONS:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of "**TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE**" needed by Hidalgo County will be purchased on an "**as needed basis**". It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 BID PRICE SHALL BE PER TON

3 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

4 When requested, samples shall be furnished free of expense to Hidalgo County.

5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

6 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

7 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** and it's 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.

8 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional- one (1) year term under the same rates, terms and conditions.

9 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

10 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.

11 Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

12 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action

13 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.

14 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15 All costs and expenses associated with the preparation and submission of (**bids, 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.

16 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

17 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

18 Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

19 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

20 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

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.

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, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, MONTH 00, 2013 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, MONTH 00, 2013 by 5:00 P.M.**

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Bid No: 2013-011-00-00	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

"Type D Hot Mix Asphalt (gravel and limestone)"

BID OPENING DATE:

MONTH 00, 2013

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 & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)"** 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-2013-011-00-00-SGS HIDALGO COUNTY (All Funding Sources, Programs & Entities)- "Type D Hot Mix Asphalt (Gravel and Limestone)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 00, 2013. 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-2013-011-02-00-SGS RFB-HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)".** 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

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 & Entities) - "Type D Hot Mix Asphalt (Gravel and Limestone)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 00, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of

satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or

service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner , Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate

any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"
BID NO.: 2013-011-02-00-SGS

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 "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-00-00-SGS

BID PAGE

BID PRICE PER TON (GRAVEL): $_____

BID PRICE PER TON (LIMESTONE): $_____

PHYSICAL LOCATION OF PIT(S): _____

_____

_____

_____

_____

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

REQUIREMENTS AGREEMENT
C-13-011-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____day of _____, 2013 by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 7, 2013 and ending April 6, 2014 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

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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
302 W. University
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

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of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED BY COMMISSIONERS COURT ON:_____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

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EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

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EXHIBIT "B"
BID PAGE

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EXHIBIT "C"
CERTIFICATE OF INSURANCE

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Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Thursday, January 10, 2013 3:27 PM
To: 'Evangelina Garcia'
Subject: RE: Review For Approval-Type D Hot Mix Asphalt (Gravel and Limestone) Draft Contract

The agreement is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, January 10, 2013 3:03 PM
To: 'Stephen L. Crain'
Cc: 'Martha Salazar'; 'Sandy Suarez'
Subject: Review For Approval-Type D Hot Mix Asphalt (Gravel and Limestone) Draft Contract

Mr. Crain:
This is another draft contract and specifications for your review for approval so as to proceed forward with an agenda item also.

Appreciate your assistance on this.

Thank you

VANGIE Y. GARCIA, CONTRACT'S MANAGER
HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HWY. 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 292-7000 EXT. 4856
EMAIL: evangelina.garcia@co.hidalgo.tx.us

AI-36296 **11. I.**

CC CONSENT

Meeting Date: 01/29/2013

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 (All funding sources,programs & entities)- "Hot Mix Cold Laid Road Material" RFB No.: 2013-012-00-00-SGS. Including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

BACKGROUND

1. Current contract will expire on April 11, 2013.
2. New contract will commence on April 12, 2013.
3. Proposed schedule of events:
   1st advertisement: February 02, 2013
   2nd advertisement: February 09, 2013
   Bid Opening Date: February 20, 2013

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-12X-00X-0-673

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

BUDGETARY IMPACT:

Funds available as of 1-17-13; the precincts are the user departments for these road supplies. Purchases are on an "as needed" basis.

Attachments

Approvals,Specs, Draft, etc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2013 09:47 AM
Budget & Management	Obdett Calzada	01/16/2013 04:54 PM
Ivan Cantu	Ivan Cantu	01/17/2013 03:10 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Sandy Suarez Started On: 01/10/2013 01:45 PM

Final Approval Date: 01/25/2013

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. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec Assist

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **November 26, 2012**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-012-00-00-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "Hot Mix Cold Laid"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary 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 NO: 2-1200-431-00-121-005-0-673

Noe Montez	Noe Montez	Pct 1	11-28-12
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 DECEMBER 03, 2012 @ 4:00 P.M.

Enclosures

Pct 1 11/29/12

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. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcus Lopez, Chief Admin/Gloria Beltran, Exec Assist

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **November 26, 2012**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-012-00-00-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "Hot Mix Cold Laid"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary 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 X	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: X YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 1200-431-00-122006-C673 (Acct. depends also on project working on the time)

Ricardo Cuellar	Ricardo Cuellar	R&B	11/29/12
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 DECEMBER 03, 2012 @ 4:00 P.M.

Enclosures

Pct 2
11/26/12

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. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: **Ricardo Cuellar/ Yolanda Cisneros**

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec Assist

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: November 26, 2012

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-012-00-00-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "Hot Mix Cold Laid"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary 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 NO: 2-1208-131-00-B3.005.0-673

Joe. M. Flores	Joe. M. Flores	Pct #3	12/6/12
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 DECEMBER 03, 2012 @ 4:00 P.M.

Enclosures

Pct 3 12/6/12

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. Joel Quintanilla, Commissioner
Hidalgo County, Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

To: Hon. Hector (Tito) Palacios, Commissioner
Hidalgo County, Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: Hon. Joe, M. Flores, Commissioner
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

To: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec Assist

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: November 26, 2012

Re: Approval or Disapproval of Specifications for: RFB NO.: 2013-012-00-00-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "Hot Mix Cold Laid"

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specifications are NOT met, make any and all modifications necessary 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 NO: 2-1200-431-00-124-0070-673

Ramon Rodriguez	Ramon Rodriguez	Road & Bridge	11/26/12
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 DECEMBER 03, 2012 @ 4:00 P.M.

Enclosures

Pct 4
11/26/12

EXHIBIT A
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"HOT MIX-COLD LAID ROAD MATERIAL"
BID NO.: 2013-012-00-00-SGS

Hidalgo County is requesting sealed bids for the purchase of "Hot Mix-Cold Laid Road Material" on as "**As Need Basis**" in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of "Hot Mix-Cold Laid Road Material" will be purchased only on an **"As Needed Basis"**. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.

2. Bid price shall be per ton.

TERMS AND CONDITIONS:

1. The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions and costs remaining unchanged.

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. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. Award of contract will be contingent on availability of Hidalgo County funds.

6. **Method of Award**: 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. Location is an important factor in evaluation of bids, due to transportation cost which must be taken into consideration if material is picked up at plant site or transported to County Precincts.

7. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,

(b) Delivery and acceptance of products and/or performance of service ordered,
(c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. It is understood and agreed that in case Hidalgo County should need "Hot Mix-Cold Laid Road Material" and it is 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.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Testing may be performed at Hidalgo County's request anytime during the length of the contract through an independent testing laboratory.

12. In the event the material furnished does not meet all 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.

13. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies.

14. Hidalgo County reserves the right to seek purchases for "Hot Mix-Cold Laid Road Material" from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest of the County to do so.

15. All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

16. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

17. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

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. **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to. Hidalgo County Purchasing Department at (956) 318-2626. 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. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, Wednesday, Month 00, 2013, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail no later than, 5:00 P.M., Friday, Month 00, 2013.

Bid No: 2013-012-00-00	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)

"HOT MIX- COLD LAID ROAD MATERIAL"

BID OPENING DATE:
FEBRUARY 00, 2013

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 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)-HOT MIX -COLD LAID ROAD MATERIAL"** 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-2013-012-00-00-SGS-HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITIES) – HOT MIX COLD LAID ROAD MATERIAL"** 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, FEBRUARY 00, 2013.**

   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.: 2013-012-00-00-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – HOT MIX- COLD LAID ROAD MATERIAL"
   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

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) – HOT MIX- COLD LAID ROAD MATERIAL"** 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 Precinct № 1 Attn. Jorge Flores 1902 Joe Stephens Weslaco, Texas 78596	Hidalgo County Precinct № 2 Attn. Yoli Cisneros 301 E State Pharr, Texas 78577
Hidalgo County Precinct № 3 Attn. Norma Ceballos 724 N. Breyfogle Mission, Texas 78574	Hidalgo County Precinct № 4 Attn. Gloria Beltran 1102 N. Doolittle Rd. Edinburg, Texas 78539

17. Schedule of Events:

Bid Opening, 9:30 AM	**February 00, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

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 & ENTITIES)
"HOT MIX- COLD LAID ROAD MATERIAL"
BID NO.: 2013-012-00-00-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 "B"

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

"HOT MIX-COLD LAID ROAD MATERIAL"

BID NO.: 2013-012-00-00-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. The purchase of material will be on an "**As Needed Basis**" only.

MATERIAL: **HOT MIX-COLD LAID ROAD MATERIAL**

BID PRICE PER TON :	Pit/Plant Location:
$_____	_____ _____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

Internal use only-Commodity Code: 745-14 Asphalt Tic-concrete- Cold Laid

REQUIREMENTS AGREEMENT
C-13-012-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____ of _____, 2013 by and between _____("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Hot Mix-Cold Laid Road Material,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Hot Mix-Cold Laid Road Material,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 12, 2013 and ending April 11, 2014 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

DRAFT

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
302 W. University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

DRAFT

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED BY COMMISSIONERS COURT ON:_____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

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EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Friday, January 11, 2013 11:43 AM
To: 'Evangelina Garcia'
Subject: RE: Review For Approval-Hot Mix Cold Laid Draft Contract

The draft contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, January 11, 2013 10:28 AM
To: 'Stephen L. Crain'
Cc: 'Martha Salazar'
Subject: FW: Review For Approval-Hot Mix Cold Laid Draft Contract

Good Morning Mr. Crain:
Attached is the revised draft contract with the termination clause as requested for your review and approval.

Thank you

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, January 11, 2013 9:28 AM
To: 'Evangelina Garcia'
Subject: FW: Review For Approval-Hot Mix Cold Laid Draft Contract

Vangie

See below email, Mr. Crain has reviewed draft agreement (as per your request) for above-mentioned contract.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, January 10, 2013 3:05 PM
To: 'Martha Salazar'
Subject: RE: Review For Approval-Hot Mix Cold Laid Draft Contract

You need to add the thirty day without cause termination clause to the agreement.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, January 10, 2013 2:20 PM
To: 'Steve Crain'
Subject: FW: Review For Approval-Hot Mix Cold Laid Draft Contract

Mr. Crain

Attached please find a draft contract including specifications for your review and comments, should you have any questions related to this matter, you may contact Ms. Vangie. Thank you

---

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, January 10, 2013 12:00 PM
To: 'Martha Salazar'

AI-36640 **11. J.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Martha L. Salazar Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval for payment of Invoices #20121438 in the amount of $37,648.54 & #20121392 in the amount of $96,096.76 submitted by project engineer, TEDSI Infrastructure Group, Contract# C-12-119-07-31, in connection with engineering services for Dicker Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-062-0-731

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

BUDGETARY IMPACT:

PO#679655

Pending transfer in the amount of $133,745.30 AI-36642 for year 3

Attachments

INV#20121392

INV#20121438

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/25/2013 02:45 PM
Budget & Management	Obdett Calzada	01/25/2013 03:09 PM
Roland Garcia	Rolando Garcia	01/25/2013 04:02 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Katia Garcia Started On: 01/25/2013 11:07 AM

Final Approval Date: 01/25/2013

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

December 13, 2012
Project No: 2012-1118-01
Invoice No: 20121392

Mr. Raul Silguero, Jr.
Hidalgo County Precinct No. 2
300 West Hall Acres
Suite G
Pharr, TX 78577

Project 2012-1118-01 Dicker Road

Dicker Road Improvements
Contract No. C-12-119-07-31
P.O. Number 679655
Work Authorization No. 1

Professional Services from November 01, 2012 to November 30, 2012

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Engineering Report	154,900.00	75.00	116,175.00	77,450.00	38,725.00
Drainage Report	29,780.00	75.00	22,335.00	14,890.00	7,445.00
Traffic Report	46,800.00	90.00	42,120.00	37,440.00	4,680.00
Survey	109,967.00	95.00	104,468.65	87,973.60	16,495.05
Environmental Constraints	10,166.00	70.00	7,116.20	7,116.20	0.00
Geotechnical and Pavement Design	45,856.00	62.70	28,751.71	0.00	28,751.71
Total Fee	397,469.00		320,966.56	224,869.80	96,096.76
		Total Fee			**96,096.76**

Billing Summary	**Current**	**Prior**	**To-Date**
Total Billings	96,096.76	224,869.80	320,966.56
Total Fee			397,469.00
Remaining Fee			76,502.44

Total this Invoice **$96,096.76**

Outstanding Invoices

Number	Date	Balance
20121353	11/20/2012	74,455.20
Total		**74,455.20**

Total Now Due **$170,551.96**

INVOICE RECEIVED BY:
Elizabeth Arias ON 1/17/13
GOODS/SERVICES RECEIVED BY:
Hilda M. Palacios ON 12/13/12

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group
738 Highway 6 South, Suite 430
Houston, Texas 77079

PO # 679655
3-1200-431-00-122-062-0-731
Req # 220229

Authorized By: _____ Date: 11 Dec 12
Craig F. Stong, P.E.
Project Manager

w

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Project Progress Report

TO: Hidalgo County Precinct No. 2	DATE: Dec 11, 2012
FROM: Mr. Craig F. Stong, P.E., Project Manager	TEDSI PROJECT NO.: 2012-1118-01
REFERENCE: Dicker Road: 23rd Street to Jackson Road	

Progress Report for Invoice No. 20121392, November 1, 2012 to November 30, 2012

BILLING PHASE	PERCENT COMPLETE	CONSULTANT	REPORT
Preliminary Engineering Report	75%	TEDSI	a. Development of the Preliminary Report b. Development of Typical Sections c. Development of Preliminary Plan Views for road side ditches and curb and gutter section d. Development of preliminary vertical profiles e. Evaulation of intersection geometry f. Development of preliminary cross sections
Drainage Report	75%	TEDSI	Developing initial drainage areas and determining initial hydraulic requirements
Traffic Report	90%	TEDSI	a. Traffic counts obtained b. Traffic Signal warrants completed c. Draft traffic report completed.
Survey	95%	TEDSI RGEC	a. Preliminary topographic survey complete b. Locating of existing Right of Wa complete. c. Contacting and locating utilities 95% complete. d. Obtaining property ownership information complete.
Environmental Contraints	70%	TEDSI RABA	a. Develop GIS mapping. b. Determine constraints to be evaluated c. Gather preliminary constraints information. d. Develop of draft report
Geotechnical and Pavement Design	62.7%	TEDSI RABA	a. Test Hole Drilling Completed b. Drill Logs complete c. Completing engineering analysis d. Developing engineering report

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :R023523

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

BILLING DATE :
11/21/2012

PROJECT :
AMA1204600
Dicker Road (FM Road 3072) Rehab

CLIENT :
A13785 T E D S I Infrastructure Group

RABA KISTNER

Mr. Craig F. Stong, P.E.
T E D S I Infrastructure Group
1201 E. Expressway 83
Mission, TX 78572

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

CONSULTING SERVICES

RKCI Proposal No. PMA12-044-00

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 11/17/2012

TOTAL FEE AUTHORIZED	39,875.00
PERCENT COMPLETE AS OF 11/17/2012	62.70%
FEE EARNED TO DATE	25,000.00
LESS PREVIOUS BILLINGS	0.00
AMOUNT DUE THIS INVOICE **	25,000.00

RK PROJECT MANAGER: KATRIN M. LEONARD
CLIENT PHONE: 956-424-7898

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	$	25,000.00
Total of Previous Invoices - Currently Unpaid		0.00
Total Due And Payable	$	25,000.00

2012-1118-01
Nov Inv.

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.

AP Nov-12

PLEASE PAY FROM THIS INVOICE.

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE ◦ PHARR, TEXAS 78577
(TEL) 956-782-2537 ◦ (FAX) 956-782-2538
Engineering Firm F - 486 ◦ Surveying Firm #101650-00

Invoice Number 3249
Date 11/30/2012
Due on receipt

Invoice

TEDSI Infrastructure Group
1201 E. Expressway 83
Mission, TX 78572

Project: Dicker Road Topography

Project No.: ENG12.009
Contract No.:
PO No.

Const. Cost
% of Const. Cost
Billing Fee 95,622.96

Phase	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Surveying Services	95,622.96	95.00%	90,841.81	76,498.37	14,343.44

2012-1118-01
No J Inv

Balance Due **$14,343.44**

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

January 22, 2013
Project No: 2012-1118-01
Invoice No: 20121438

Mr. Raul Silguero, Jr.
Hidalgo County Precinct No. 2
300 West Hall Acres
Suite G
Pharr, TX 78577

Project 2012-1118-01 Dicker Road

Dicker Road Improvements
Contract No. C-12-119-07-31
P.O. Number 679655
Work Authorization No. 1

Professional Services from December 01, 2012 to December 31, 2012

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Engineering Report	154,900.00	90.00	139,410.00	116,175.00	23,235.00
Drainage Report	29,780.00	90.00	26,802.00	22,335.00	4,467.00
Traffic Report	46,800.00	90.00	42,120.00	42,120.00	0.00
Survey	109,967.00	95.00	104,468.65	104,468.65	0.00
Environmental Constraints	10,166.00	100.00	10,166.00	7,116.20	3,049.80
Geotechnical and Pavement Design	45,856.00	77.74	35,648.45	28,751.71	6,896.74
Total Fee	397,469.00		358,615.10	320,966.56	37,648.54
		Total Fee			**37,648.54**

Billing Summary	**Current**	**Prior**	**To-Date**
Total Billings	37,648.54	320,966.56	358,615.10
Total Fee			397,469.00
Remaining Fee			38,853.90

Total this Invoice **$37,648.54**

Outstanding Invoices

Number	Date	Balance
20121392	12/13/2012	96,096.76
Total		**96,096.76**

Total Now Due **$133,745.30**

INVOICE RECEIVED BY: Elizabeth Casas ON 1/25/13
GOODS/SERVICES RECEIVED BY: Hector Ito Palacios ON 1/22/13

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group
738 Highway 6 South, Suite 430
Houston, Texas 77079

PO # 679655
3-1200-431-00-122-062-0-931
Req # 220224

Authorized By: _____ Date: 1/22/13
Craig F. Stong, P.E.
Project Manager

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Project Progress Report

TO: Hidalgo County Precinct No. 2

DATE: Jan 23, 2013

FROM: Mr. Craig F. Stong, P.E., Project Manager

TEDSI PROJECT NO.: 2012-1118-01

REFERENCE: Dicker Road: 23rd Street to Jackson Road

Progress Report for Invoice No. 20121438, December 1, 2012 to December 31, 2012

BILLING PHASE	PERCENT COMPLETE	CONSULTANT	REPORT
Preliminary Engineering Report	90%	TEDSI	a. Development of the Preliminary Report b. Development of Typical Sections c. Development of Preliminary Plan Views for road side ditches and curb and gutter section d. Development of preliminary vertical profiles e. Evaulation of intersection geometry f. Development of preliminary cross sections
Drainage Report	90%	TEDSI	Developing initial drainage areas and determining initial hydraulic requirements
Traffic Report	90%	TEDSI	a. Traffic counts obtained b. Traffic Signal warrants completed c. Draft traffic report completed.
Survey	95%	TEDSI RGEC	a. Preliminary topographic survey complete b. Locating of existing Right of Wa complete. c. Contacting and locating utilities 95% complete. d. Obtaining property ownership information complete.
Environmental Contraints	100%	TEDSI RABA	a. Develop GIS mapping. b. Determine constraints to be evaluated c. Gather preliminary constraints information. d. Develop of draft report
Geotechnical and Pavement Design	77.74%	TEDSI RABA	a. Test Hole Drilling Completed b. Drill Logs complete c. Completing engineering analysis d. Developing engineering report

AI-36635 **11. K.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Hon. Paul Villarreal, Jr. Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a "waiver" from Hidalgo County's newly adopted "Exiting Elected Official Expenditure Policy"- CC on 11-27-12 for the Purchase Orders with Invoices attached herein inasmuch as the incoming Tax Assessor Collector-Elect, Paul Villarreal, Jr. (was the Chief of Operations) under the exiting TAC-Hon. Armando Barrera, Jr. and thus recommended the purchase of items contained in POs so as to have a smooth and seamless transition for new term of office commencing 01-01-13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact as Purchase Orders are existing and listed on attachment.

Attachments

backup-Invoices 2012-various

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/25/2013 02:37 PM
Budget & Management	Obdett Calzada	01/25/2013 03:08 PM
Manuel Chapa	Manuel Chapa	01/25/2013 04:20 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Marty Salazar Started On: 01/25/2013 10:50 AM

Final Approval Date: 01/25/2013

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

"MEMORANDUM"

To: Mr. Sergio Cruz - Budget Officer

From: Pablo (Paul) Villarreal Jr., Tax Assr/Coll. PV

Date: January 18, 2013

Re: INVOICES 2012

VENDOR	PO	INVOICE NO.	AMT.	DESCRIPTION	OJB.
GATEWAY PRINTING	684590	3610045-0	$4,492.50	COPY PAPER	601
GATEWAY PRINTING	685231	3615578-1	$5,493.06	TONER CART	601
CDW GOVERNMENT	685056	V414039	$4,707.15	SCANNERS	661
CDW GOVERNMENT	684979	V531560	$2,847.81	COLOR PRNTRS	665
OFFICE DEPOT	685058	637167071002	$62.55	TONER CART	601
OFFICE DEPOT	685058	637167071001	$1,365.60	STAPLERS, MISC	601
OFFICE DEPOT	685058	637197216001	$253.74	STAND MOBILE	601
OFFICE DEPOT	684872	637620441001	$8,007.32	SELF INK STMPS	601
GULF DATA	685107	97970	$3,465.00	LTTRHD BUS CARDS	601

Thank you for your consideration, please contact as soon as possible if you have any questions.

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • (956) 318-2733

MEMORANDUM

TO: Ms. Marty Salazar,
Purchasing Dept.

CC: Ms. Darlene Betancourt

FROM: Paul Villarreal Jr., RTA

DATE: January 21, 2013

SUBJECT: Invoices 2012

Your help is needed in getting the attached purchases approved for payment for year 2012.

These purchases were made at the end of the year, however, because of the Exiting Elected Official Expenditure Policy, these have been held up for payment.

Be advised Paul Villarreal Jr., was aware of items purchased, they were simply items that were required to be up-dated with his name and supplies necessary to operate this Office.

For your information, all items purchased have been received in our Office, so your help in getting these Purchase Orders closed-out as soon as possible is crucial.

Thank you so much for all help.

684590

FILE COPY

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/03/2013

TO: Mary Garcia

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar

PHONE: (956)-318-2511 ext 4625

REFERENCE: GATEWAY PRINTING & OFFICE SUPPLY, INC. Invoice #3610045-0

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #3610045-0*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT #** **AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: On November 27,2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1500.00 therefore payment cannot be processed for this invoice.**

Over $1,500.00

$4492.50

Please see attached policy.

COUNTY AUDITOR'S FORM RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

HIDALGO COUNTY, TEXAS ADMINISTRATIVE POLICY MANUAL	Procedure: EEOEP.1 Page: 1 of 1 Date Authorized: 11/27/2012 Supersedes: n/a

EXITING ELECTED OFFICIAL EXPENDITURE POLICY

PURPOSE AND OBJECTIVES

1.1 Local Government Code Section 130.908 requires Commissioners Court to approve any expenditure of an elected county or precinct officer who was not renominated or reelected that is over an amount set by the Commissioners Court. The purpose of this policy is to establish expenditure limits that require Commissioners Court approval.

DEFINITIONS

2.1 **Expenditure:** For the purposes of this policy, expenditure is 1) a single transaction or multiple transactions to any one vendor, or 2) the combination of multiple purchases for a single project or piece of equipment.

2.2 **Travel Expenditure:** For the purposes of this policy, travel expenditure is the combined costs of a single business or training trip including, but not limited to, registration, hotel, transportation and meals.

POLICY

3.1 When a Hidalgo County elected official is not renominated or reelected, during the time following the date of the announcement of the results of the official canvass of the primary or election returns, , while that elected official remains in office, the Commissioners Court must approve all expenditures under the control of the elected official that exceed:

1) $1,500.00 if budgeted in the maintenance and operating category or the capital category, unless the expenditure is for utilities (see item 2 below),

2) $5,000.00 if the expenditure is for utilities (i.e., water, electricity, phone (landline only), gas and sewage); or

Or

3) Any travel expenditure that exceeds $500.00 where the elected official is doing the traveling. Commissioners Court approval is not required for travel expenditures for the staff of the elected official.

3.2 The approval by Commissioners Court must take place before a purchase order is issued, a travel encumbrance is approved, or the County is obligated to pay the expenditure; this includes procurement card transactions. The elected official may be held personally liable for expenditures that occur in violation of this policy.

GATEWAY
PRINTING • OFFICE SUPPLIES • OFFICE FURNITURE

PLEASE REMIT TO:
315 S. CLOSNER, EDINBURG, TX 78539
TERMS: DUE NET 10th OF MONTH FOLLOWING PURCHASE
RETURNS MUST BE DONE WITHIN 30 DAYS, IN RESALEABLE CONDITION

12/10/12 3610045-0
SALESMAN 4154 TIME 15:33:42
GL:41 INV: 8 WRITER ECIN PAGE 1
PHONE 956-318-2157

CUSTOMER # 498 DEPT CHARGE PO #684643
BILLING ADDRESS INVOICE SHIPPING ADDRESS
HIDALGO CO TAX OFFICE ROUTE # 0807 HIDALGO CO TAX OFFICE

2802 S BUS HWY 281 PACKER# 803 2802 S BUS HWY 281
EDINBURG TX 78539 EDINBURG TX 78539

BIN	ITEM NBR.	CO.	ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED
***** INVENTORY FROM LOCATION (8)										
			Customer P/O#TXMAS-5-75020-13							
			Who Called : Hidalgo Co Tax Assessor & Coll							
EDIN	WC811-EC811-95	WMT	8.5X11 WHITE COPY PAPER	CS	150		150	29.950	C	4492.50
			Phone: --							
			Email: mary.garcia@taxoffice.co.hidalgo.tx.us							
			SHIPPED WEIGHT (7500.000)							

INVOICE RECEIVED BY: on 12/13/12
GOODS/SERVICES RECEIVED BY: on 12/11/12

12/11/12

P.O.# 684590

REMIT TO: 315 S. CLOSNER EDINBURG, TX 78539 SUB-TOTAL 4492.50

2 1100-415-15-140 001-0550

3610045-0 TOTAL 4492.50

CORPORATE
315 S. CLOSNER BLVD.
EDINBURG, TEXAS 78539
PHONE: (956) 383-3861
FAX: (956) 383-4674

1460 N. EXPRESSWAY 77/83
BROWNSVILLE, TEXAS 78520
PHONE: (956) 546-0632
FAX: (956) 546-0640

11889 STARCREST DR.
SAN ANTONIO, TEXAS 78247
PHONE: (210) 650-3995
FAX: (210) 650-5506

4934 GREENWOOD DR.
CORPUS CHRISTI, TEXAS 78416
PHONE: (361) 225-0772
FAX: (361) 225-3055

13003 SOUTHWEST FRWY., SUITE 170
STAFFORD, TEXAS 77477
PHONE: (281) 277-6500
FAX: (281) 277-6503

Req# 227216

GATEWAY
PRINTING • OFFICE SUPPLIES • OFFICE FURNITURE

Status:	Shopping Cart
Reference Number:	
Date:	11/28/2012
Account #:	498: HIDALGO CO TAX OFFICE
Department:	Blank Department
Who Called:	Hidalgo Co Tax Assessor & Collector

315 South Closner
Edinburg, TX 78539
Phone: (956) 383-3861 Fax: (956) 383-4674
www.ecinteractive.com/4028/ECILogin.aspx
(eci@gatewayp.com)

Bill To:	Ship To:
HIDALGO CO TAX OFFICE 2802 S BUS HWY 281 EDINBURG, TX 78539	
TXMAS Contract #:	**PO #:**

#	SKU	Description and Comments	Qty	Unit	Price	Ext
1	WMTWC811	Copy Paper 8.5 x 11 92 Bright	150	Case	$29.95	$4,492.50
					Items:	$4,492.50
					Shipping:	$0.00
					Subtotal:	$4,492.50
					Tax:	$0.00
					Total:	**$4,492.50**

Shipping Instructions:

Special Instructions:

2012 DEC 11 PM 1:50

Thank you.

GATEWAY
PRINTING • OFFICE SUPPLIES • OFFICE FURNITURE

Status:	**Submitted.**
Reference Number:	3610045-0
Date:	11/28/2012
Account #:	498: HIDALGO CO TAX OFFICE
Department:	Blank Department
Who Called:	Hidalgo Co Tax Assessor & Collector

315 South Closner
Edinburg, TX 78539
Phone: (956) 383-3861 Fax: (956) 383-4674
www.ecinteractive.com/4028/ECILogin.aspx
(eci@gatewayp.com)

Bill To:	**Ship To:**
HIDALGO CO TAX OFFICE 2802 S BUS HWY 281 EDINBURG, TX 78539	HIDALGO CO TAX OFFICE 2802 S BUS HWY 281 EDINBURG, Texas 78539
TXMAS Contract #: TXMAS-5-75020-13	**PO #: 684643**

#	SKU	Description and Comments	Qty	Unit	Price	Ext
100	WMTWC811	Copy Paper 8.5 x 11 92 Bright	150	Case	$29.95	$4,492.50
					Items:	$4,492.50
					Shipping:	$0.00
					Subtotal:	$4,492.50
					Tax:	$0.00
					Total:	**$4,492.50**

Shipping Instructions:

Special Instructions:

Thank you.

Maria Garcia

From: Order Confirmation [support@gatewayp.com]
Sent: Monday, December 10, 2012 3:21 PM
To: Hidalgo Co Tax Assessor & Collector
Cc: butch@gatewayp.com
Subject: Confirmation from Gateway Printing & Office Supply (3610045-0)

Gateway Printing & Office Supply
315 South Closner

Edinburg, TX 78539
Phone: (956) 383-3861
Fax: (956) 383-4674

Your purchase detail appears below. You may view the status of your order here or you may contact us directly.

Order Information	
Status:	Order Submitted
Reference #:	3610045-0
Order Date:	Nov 28, 2012 8:32 AM
Account #:	498
Department:	- Blank Department

Submission Information	
Submitted By:	Hidalgo Co Tax Assessor & Collector
Email:	mary.garcia@taxoffice.co.hidalgo.tx.us
Phone #:	--

Long PO Number:	TXMAS-5-75020-13

Short PO Number:	684643

Bill To	Ship To:
HIDALGO CO TAX OFFICE 2802 S BUS HWY 281 EDINBURG, TX 78539	HIDALGO CO TAX OFFICE 2802 S BUS HWY 281 EDINBURG, TX 78539

#	Item #	Description and Comments	List Price	Price	Qty	Unit	Ext
1	WMTWC811	Copy Paper 8.5 x 11 92 Bright	$82.00	$29.95	150	CS	$4,492.50
						Subtotal:	$4,492.50
						Shipping:	$0.00
						Tax:	$0.00
						Total:	**$4,492.50**

Shipping Instructions:

Special Instructions:

As always, thank you for visiting www.gatewayp.com

Purchase Order

COUNTY OF HIDALGO

PO#: 684590

DATE: 12/06/12

VENDOR: 13897 REQ:00227216
FAX (956)383-4674 Email:
Phone:(956)383-3861
GATEWAY PRINTING & OFFICE SUPPLY, INC.
315 SOUTH CLOSNER
EDINBURG TX 78539
Vendor Acct:

BUYER:
SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:
SITE: TAX ASSESSOR-COLLECTOR
Contract No: TXMAS-5-75020-13

Special Instructions:
C-202

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		TXMAS-5-75020-13		
150	CART	CO WMTWC811 COPY PAPER LETTER SIZE	29.95	4,492.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		4,492.50
		********** For Hidalgo County use only		
		2-1100-415-15-140-001-0-601 4,492.50		
		Approved		

Authorized by: Martha L. Salazar

684872

* Please pay w/ correct Invoice# 637620441001 $8,007.32

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/14/2013

TO: Mary Garcia

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar C.S

PHONE: (956)-318-2511 ext 4625

REFERENCE: OFFICE DEPOT, INC. Invoice #637002359001 X

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #637002359001*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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8,007.32

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- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.**

P.O. 684872

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

ORIGINAL INVOICE

Office DEPOT

Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

FEDERAL ID:59-2663954

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS
OR PROBLEMS. JUST CALL US
FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT: (800) 721-6592

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
637002359001	8,007.32	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
13-DEC-12	Net 30	13-JAN-13

BILL TO:

016296-012040

ATTN: ACCTS PAYABLE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

SHIP TO:

012040

TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
55797022	684872	TAXOFFICE	637002359001	13-DEC-12	13-DEC-12
BILLING ID / ACCOUNT MANAGER	CONTRACT	ORDERED BY	DESKTOP	COST CENTER	
11640521	TCPN R5023	MARY GARCIA			

CATALOG ITEM # / MANUF CODE	DESCRIPTION / CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
635225 635225	SPECIAL ORDER,TSA 635225	EA	36	36	0	12.842	462.31
635225 635225	SPECIAL ORDER,TSA 635225	EA	64	64	0	17.671	1,130.94
635225 635225	SPECIAL ORDER,TSA 635225	EA	101	101	0	16.872	1,704.07
635225 635225	SPECIAL ORDER,TSA 635225	EA	150	150	0	31.400	4,710.00

INVOICE RECEIVED BY: DEC 27 2012
GOODS/SERVICES RECEIVED BY: on 12/26/2012
P.O.# 684872
21100-415-16 [illegible] 301 0 601

12/26/12

RECEIVED BY COUNTY AUDITOR 2013 JAN 7 PM 4 25

SUB-TOTAL	8,007.32
DELIVERY	0.00
SALES TAX	0.00
TOTAL	8,007.32

All amounts are based on USD currency

016296-012040

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
TAX ASSESSOR & COLLECTORS OFFI	11640521	637002359001	13-DEC-12	8,007.32	

FLO 116405218 6370023590012 00000800732 1 8

Please Send Your Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

016296-012040

00001/00003

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 01/14/2013

TO: Mary Garcia **DEPARTMENT:** (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar C.S. **PHONE:** (956)-318-2511 ext 4625

REFERENCE: OFFICE DEPOT, INC. Invoice #637061700001

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #637061700001*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: 01/14/13 On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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CREDIT MEMO 10000

Office DEPOT

Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

FEDERAL ID:59-2663954

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS
OR PROBLEMS. JUST CALL US
FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT: (800) 721-6592

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
637061700001	-8,007.32	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
14-DEC-12		14-DEC-12

BILL TO:

016296-012040
ATTN: ACCTS PAYABLE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

SHIP TO:

012040
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
55797022	684872	TAXOFFICE	637061700001	14-DEC-12	14-DEC-12

BILLING ID	ACCOUNT MANAGER	CONTRACT	ORDERED BY	DESKTOP	COST CENTER
11640521		TCPN R5023	MARY GARCIA		

CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
635225 635225	SPECIAL ORDER,TSA 635225	EA	-36	-36	0	12.842	-462.31
635225 635225	SPECIAL ORDER,TSA 635225	EA	-64	-64	0	17.671	-1,130.94
635225 635225	SPECIAL ORDER,TSA 635225	EA	-101	-101	0	16.872	-1,704.07
635225 635225	SPECIAL ORDER,TSA 635225	EA	-150	-150	0	31.400	-4,710.00

This credit of -8007.32 relates to invoice 637002359001.

INVOICE RECEIVED BY: on 684872
GOODS/SERVICES RECEIVED BY: on 12-28-12
P.O.# 684872

2013 JAN 7 RECEIVED BY COUNTY AUDITOR

2-1100-415-15-[illegible]-0-601

SUB-TOTAL	-8,007.32
DELIVERY	0.00
SALES TAX	0.00
TOTAL	-8,007.32

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
TAX ASSESSOR & COLLECTORS OFFI	11640521	637061700001	14-DEC-12	-8,007.32	**DO NOT PAY**

FL0 116405218 6370617000014 00000800732 0 9

Please Send Your Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

016296-012040

00003/00003

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 01/14/2013

TO: Mary Garcia **DEPARTMENT:** (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar C.S. **PHONE:** (956)-318-2511 ext 4625

REFERENCE: OFFICE DEPOT, INC. Invoice #637009555001

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #637009555001*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: 01/14/13 On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

ORIGINAL INVOICE 10000

Office DEPOT

Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

FEDERAL ID:59-2663954

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS OR PROBLEMS. JUST CALL US
FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT: (800) 721-6592

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
637009555001	8,007.32	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
13-DEC-12	Net 30	13-JAN-13

BILL TO:

016296-012040

ATTN: ACCTS PAYABLE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

SHIP TO:

012040

TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
55797022	684872	TAXOFFICE	637009555001	13-DEC-12	13-DEC-12
BILLING ID	ACCOUNT MANAGER	CONTRACT	ORDERED BY	DESKTOP	COST CENTER
11640521		TCPN R5023	MARY GARCIA		

CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
635225 635225	SPECIAL ORDER,TSA 635225	EA	36	36	0	12.842	462.31
635225 635225	SPECIAL ORDER,TSA 635225	EA	64	64	0	17.671	1,130.94
635225 635225	SPECIAL ORDER,TSA 635225	EA	101	101	0	16.872	1,704.07
635225 635225	SPECIAL ORDER,TSA 635225	EA	150	150	0	31.400	4,710.00

INVOICE RECEIVED BY: [illegible] on 12/27/12
GOODS/SERVICES RECEIVED BY: [illegible] on 12/28/12

016296-012040

P.O.# 684872
21100-415-15-140 001-0 601

SUB-TOTAL	8,007.32
DELIVERY	0.00
SALES TAX	0.00
TOTAL	8,007.32

All amounts are based on USD currency

RECEIVED BY COUNTY AUDITOR 2013 JAN 7 PM 4 29

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
TAX ASSESSOR & COLLECTORS OFFI	11640521	637009555001	13-DEC-12	8,007.32	

FLO 116405218 6370095550019 00000800732 1 9

Please Send Your Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

016296-012040

00002/00003

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
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HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/14/2013

TO: Mary Garcia

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar C.S.

PHONE: (956)-318-2511 ext 4625

REFERENCE: OFFICE DEPOT, INC. Invoice #637661055001

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #637661055001*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: 01/14/13 On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.**

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REVISED: 08/2010

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CREDIT MEMO 10000

Office DEPOT

Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

FEDERAL ID:59-2663954

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS
OR PROBLEMS. JUST CALL US
FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT: (800) 721-6592

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
637661055001	-8,007.32	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
18-DEC-12		18-DEC-12

BILL TO:

014496-011088

ATTN: ACCTS PAYABLE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

SHIP TO:

011088

TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
55797022	684872	TAXOFFICE	637661055001	18-DEC-12	18-DEC-12

BILLING ID	ACCOUNT MANAGER	CONTRACT	ORDERED BY	DESKTOP	COST CENTER
11640521		TCPN R5023	MARY GARCIA		

CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
635225 635225	SPECIAL ORDER,TSA 635225	EA	-36	-36	0	12.842	-462.31
635225 635225	SPECIAL ORDER,TSA 635225	EA	-64	-64	0	17.671	-1,130.94
635225 635225	SPECIAL ORDER,TSA 635225	EA	-101	-101	0	16.872	-1,704.07
635225 635225	SPECIAL ORDER,TSA 635225	EA	-150	-150	0	31.400	-4,710.00

This credit of -$8007.32 relates to invoice 637009555001.

INVOICE RECEIVED BY: on 1-7-12
GOODS/SERVICES RECEIVED BY on 12/28/12

P.O.# 684872
2 1100-415-15-140-001-0601

Pablo (Paul) Villarreal Jr 1/3/13

RECEIVED BY COUNTY AUDITOR 2013 JAN 7 PM 4 24

SUB-TOTAL	-8,007.32
DELIVERY	0.00
SALES TAX	0.00
TOTAL	-8,007.32

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
TAX ASSESSOR & COLLECTORS OFFI	11640521	637661055001	18-DEC-12	-8,007.32	**DO NOT PAY**

FLO 116405218 6376610550012 00000800732 0 6

Please Send Your Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

014496-011088

00005/00005

Consuelo Salazar need cc approval -

From: Consuelo Salazar [consuelo.salazar@auditor.co.hidalgo.tx.us]
Sent: Monday, January 14, 2013 11:31 AM
To: 'Maria Garcia'
Subject: RE: PO 684872 Office Depot

Ok thanks.

1/14- Mary confirmed stamps were received but not sure why credits for both invoices. will call Office Depot.

From: Maria Garcia [mailto:maria.garcia@hidalgocountytax.org]
Sent: Monday, January 14, 2013 10:36 AM
To: Consuelo Salazar
Subject: RE: PO 684872 Office Depot

~~WE DID RECEIVE THE ONES THAT WERE DELIVERED ON THE 28TH, BUT WE DID NOT ACCEPT THE ONES RECEIVED AFTER.~~ Gateway

they created 2 invoices but only 1 shipment for Office Depot

Mary Garcia - Jackson
Administrative Assistant
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2157
Fax: (956) 318-2733

From: Consuelo Salazar [mailto:consuelo.salazar@auditor.co.hidalgo.tx.us]
Sent: Monday, January 14, 2013 10:29 AM
To: Maria Garcia
Subject: RE: PO 684872 Office Depot

Hi Mary,
The stamps were returned so we did not receive anything? We have 2 invoices and both have credit invoices too.

From: Maria Garcia [mailto:maria.garcia@hidalgocountytax.org]
Sent: Monday, January 14, 2013 8:03 AM
To: Consuelo Salazar
Subject: RE: PO 684872 Office Depot

Morning Connie, on the office depot – the stamps were quoted according to item numbers.
Mary Garcia - Jackson
Administrative Assistant
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2157
Fax: (956) 318-2733

Midwest Call Center

1985 LOOKOUT DRIVE

NORTH MANKATO, MN 56003

Phone: 800-535-5870
Fax: 866-286-5418
Email: quotes@cccallcenter.com

ACCOUNT NO: 134058

ESTIMATE NO: SZ113012E

OFFICE DEPOT BSD 1081
4700 MULHAUSER RD
COPY CENTER
HAMILTON, OH 450119796

DESCRIPTION:
3/4" x 1 7/8" Self Ink Stamp

ESTIMATE FOR: BSD

ESTIMATOR: ALLAN

PRICE ESTIMATE ONLY

THE FOLLOWING PRICES ARE AN **ESTIMATE ONLY!** IN THE EVENT THE ACTUAL ORDER DIFFERS FROM THE QUOTED SPECIFICATIONS, YOU WILL BE RESPONSIBLE FOR ANY PRICE INCREASES. FOR AN EXACT QUOTE, PLEASE SUBMIT THE ARTWORK NECESSARY TO PRODUCE THE ITEM(S). ARTWORK WILL NOT BE RETURNED UNLESS REQUESTED WITHIN 60 DAYS OF THE QUOTE DATE. THIS ORDER WILL NOT BE PROCESSED UNTIL WE RECEIVE WRITTEN OR PHONE VERIFICATION OF THESE PRICES AND CONDITIONS. NAVITOR, INC.'S ASSENT TO THIS SALE IS EXPRESSLY CONDITIONAL TO THE TERMS POSTED AT HTTP://WWW.NAVITOR.COM/RESOURCE-FILES/TERMSANDCONDITIONS.PDF AND NO TERMS OF THE BUYER WHICH ARE DIFFERENT OR ADDITIONAL TO OR IN CONFLICT WITH THOSE HEREIN ARE ACCEPTED.

ITEM NUMBER - 7X81SI30P 2000+ SELF-INKING STAMP 11/30/12

QUANTITY	1	36		
BASE PRICE	14.16	462.34		
Total Retail	14.16	462.34		
Average Per Piece Price	14.1600	12.8428		

1X1/ 36X1/ / 3/4" X 1 7/8" SELF INK STAMP/ / / CUSTOMER TO SUPPLY CAMERA READY ARTWORK AT TIME OF ORDER / CUSTOMER TO SELECT INK COLOR AT TIME OF ORDER. TO RECEIVE PRICING, ORDER MUST SHIP TO ONE LOCATION / PRODUCTION TIME 3-4 WORKING DAYS
*TO RECEIVE THIS PRICE, REFERENCE THE ESTIMATE NUMBER WHEN ORDERING: SZ113012E

TCPN R5023

RECEIVED BY
COUNTY AUDITOR
2013 JAN 7 PM 4 24

Retail

Midwest Call Center

1985 LOOKOUT DRIVE

NORTH MANKATO, MN 56003

Phone: 800-535-5870
Fax: 866-286-5418
Email: quotes@cccallcenter.com

ACCOUNT NO: 134058

ESTIMATE NO: SZ113012D

OFFICE DEPOT BSD 1081
4700 MULHAUSER RD
COPY CENTER
HAMILTON, OH 450119796

DESCRIPTION:
5/8" x 3" Self Ink Stamp

ESTIMATE FOR: Hidalgo County / Florita

ESTIMATOR: ALLAN

PRICE ESTIMATE ONLY

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ITEM NUMBER - 7X81SI25P 2000+ SELF-INKING STAMP 11/30/12

QUANTITY	1	64		
BASE PRICE	18.26	1,130.97		
Total Retail	18.26	1,130.97		
Average Per Piece Price	18.2600	17.6714		

1X1/ 64X1/ / 5/8" X 3" SELF INK STAMP/ / / CUSTOMER TO SUPPLY CAMERA READY ARTWORK AT TIME OF ORDER / CUSTOMER TO SELECT INK COLOR AT TIME OF ORDER. TO RECEIVE PRICING, ORDER MUST SHIP TO ONE LOCATION / PRODUCTION TIME 3-4 WORKING DAYS
*TO RECEIVE THIS PRICE, REFERENCE THE ESTIMATE NUMBER WHEN ORDERING: SZ113012D

RECEIVED BY
COUNTY AUDITOR
2013 JAN 7 PM 4 24

TCPN R5023

Retail

Midwest Call Center

1985 LOOKOUT DRIVE

NORTH MANKATO, MN 56003

Phone: 800-535-5870
Fax: 866-286-5418

Email: quotes@cccallcenter.com

ACCOUNT NO: 134058

ESTIMATE NO: SZ113012C

OFFICE DEPOT BSD 1081
4700 MULHAUSER RD
COPY CENTER
HAMILTON, OH 450119796

DESCRIPTION:
3/8" x 2 3/4" Self Ink Stamp

ESTIMATE FOR: Hidalgo County / Florita

ESTIMATOR: ALLAN

PRICE ESTIMATE ONLY

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ITEM NUMBER - 7X81SI15P 2000+ SELF-INKING STAMP 11/30/12

QUANTITY	1	101
BASE PRICE	16.87	1,704.01
Total Retail	16.87	1,704.01
Average Per Piece Price	16.8700	16.8714

1X1/ 101X1/ / 3/8" X 2 3/4" SELF INK STAMP/ / / CUSTOMER TO SUPPLY CAMERA READY ARTWORK AT TIME OF ORDER / CUSTOMER TO SELECT INK COLOR AT TIME OF ORDER TO RECEIVE PRICING; ORDER MUST SHIP TO ONE LOCATION / PRODUCTION TIME 3-4 WORKING DAYS
*TO RECEIVE THIS PRICE, REFERENCE THE ESTIMATE NUMBER WHEN ORDERING SZ113012C

RECEIVED BY
COUNTY AUDITOR
JAN 7 PM 4 24
2013

UDQO S6134

Retail

Midwest Call Center

1985 LOOKOUT DRIVE

NORTH MANKATO, MN 56003

Phone: 800-535-5870
Fax: 866-286-5418

Email: quotes@cccallcenter.com

ACCOUNT NO: 134058

ESTIMATE NO: SZ113012B

OFFICE DEPOT BSD 1081
4700 MULHAUSER RD
COPY CENTER
HAMILTON, OH 450119796

DESCRIPTION:
1 9/16" x 1 15/16" SI Stamp

ESTIMATE FOR: Hidalgo County / Florita

ESTIMATOR: ALLAN

PRICE ESTIMATE ONLY

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ITEM NUMBER - 7X81SI54P 2000+ SELF-INKING STAMP 11/30/12

QUANTITY	1	150		
BASE PRICE	35.01	4,710.00		
Total Retail	35.01	4,710.00		
Average Per Piece Price	35.0100	31.4000		

1X1/ 150X1/ / 1 9/16" X 1 15/16" SI STAMP/ / / CUSTOMER TO SUPPLY CAMERA READY ARTWORK AT TIME OF ORDER / CUSTOMER TO SELECT INK COLOR AT TIME OF ORDER. TO RECEIVE PRICING, ORDER MUST SHIP TO ONE LOCATION / PRODUCTION TIME 3-4 WORKING DAYS

*TO RECEIVE THIS PRICE, REFERENCE THE ESTIMATE NUMBER WHEN ORDERING: SZ113012B

RECEIVED BY
COUNTY AUDITOR
2013 JAN 7 PM 4 24

TCPN R5023

Retail

PACKAGE SUMMARY

TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS HIGHWAY 281
ATTN MARY GARCIA
EDINBURG TX 785396243

DEALER NUMBER 134059
SHIPPING REFERENCE 8908245
DATE 12/27/2012

SHRTLIND

VOICE #	CONFIRM / PO #	DESCRIPTION	QUANTITY	ITEM #	COST
03859	8915801-1127	ASSESSOR AND COLLECTOR	16	170042	.00
03859	8915801-1127	PABLO HIDALGO	16	48X1SI15P	.00
03859	8915801-1127	ASSESSOR AND COLLECTOR	3	48X1SI54P	.00
03859	8915801-1127	PABLO VILLARREAL	3	48X1SI15P	.00
03859	8915801-1127	PABLO VILLARREAL JR	16	48X1SI25P	.00
03859	8915801-1127	MISSION AUTO	14	666672	.00
03859	8915801-1127	PABLO VILLARREAL JR	14	48X1SI15P	.00
03859	8915801-1127	MOTOR VECHICLE GENERAL	6	48X1SI54P	.00
03859	8915801-1127	PABLO VILLARREAL JR	14	48X1SI25P	.00
03859	8915801-1127	MISSION TAX	4	48X1SI54P	.00
03859	8915801-1127	PABLO BILLARREAL JR	3	170042	.00
03859	8915801-1127	ASSESSOR AND COLLECTOR	4	48X1SI54P	.00
03859	8915801-1127	PABLO VILLARREAL JR	4	48X1SI30P	.00
03859	8915801-1127	WESLACO TAX	4	48X1SI54P	.00
03859	8915801-1127	PABLO VILLARREAL JR	4	48X1SI15P	.00
03859	8915801-1127	TAX GENERAL ACCOUNT	4	666672	.00
03859	8915801-1127	SAN JUAN	6	48X1SI54P	.00
03859	8915801-1127	PABLO VILLARREAL JR	5	48X1SI15P	.00
03859	8915801-1127	TAX GENERAL ACCOUNT	3	48X1SI54P	.00
03859	8915801-1127	PABLO ASSESSOR & COLLECTOR	6	48X1SI25P	.00
03859	8915801-1127	ALAMO AUTO	2	169986	.00
03859	8915801-1127	PABLO PAUL	2	48X1SI15P	.00
03859	8915801-1127	PABLO VILLARREAL JR	2	48X1SI15P	.00
03859	8915801-1127	ALAMO TAX	2	48X1SI54P	.00
03859	8915801-1127	PABLO	2	48X1SI15P	.00
03859	8915801-1127	TAX GENERAL ACCOUNT	2	170042	.00
03859	8915801-1127	EDIGBURG AUTO	5	48X1SI54P	.00
03859	8915801-1127	PABLO	25	48X1SI15P	.00
03859	8915801-1127	MOTOR VEHICLE GENERAL ACCOUNT	25	48X1SI54P	.00
3859	8915801-1127	EDINBURG	7	48X1SI30P	.00
3859	8915801-1127	PABLO	25	666672	.00
3859	8915801-1127	EDIN. TAX	25	48X1SI54P	.00
3859	8915801-1127	PABLO	25	48X1SI15P	.00
3859	8915801-1127	ASSESSOR AND COLLECTOR	25	48X1SI54P	.00
3859	8915801-1127	PABLO	25	48X1SI30P	.00
3859	8915801-1127	SIGNATURE	3	170042	.00

RECEIVED BY COUNTY AUDITOR
2013 JAN 2 PM 4 24

Purchase Order
COUNTY OF HIDALGO

PO#: 684872

DATE: 12/11/12

VENDOR: 312231 REQ:00227060

Email:

Phone: (888)463-3768

OFFICE DEPOT, INC.
P.O. BOX 88040
CHICAGO IL 60680-1040

Vendor Acct:

BUYER:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

Contract No: TCPN R5023

Special Instructions:

C-201

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT#: TCPN R5023 (OFFICE DEPOT BSD 1081)		
36	EACH	CO ITEM#: 7X81S130P ESTIMATE#: SZ113012E DESCRIPTION: 3/4 X 1 7/8 SELF INKING STAMP	12.843	462.34
64	EACH	CO ITEM#: 7X81S125P 2000+ SELF INKING STAMP ESTIMATE#: SZ113012D DESCRIPTION: 5/8 X 3 SELF INK STAMP	17.671	1,130.97
101	EACH	CO ITEM#: 7X81S115P 2000+ SELF INKING STAMP ESTIMATE#: SZ113012C DESCRIPTION: 3/8 X 2 3/4 SELF INK STAMP	16.871	1,704.01
150	EACH	CO ITEM#: 7X81S154P 2000+ SELF INKING STAMP ESTIMATE#: SZ113012B DESCRIPTION: 1 9/16 X 1 15/16 SELF INK STAMP ALL STAMPS TO READ NEW TAX ASSESSOR COLLECTORS NAME: PABLO (PAUL) VILLARREAL JR.	31.40	4,710.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		8,007.32
		**********		
		For Hidalgo County use only		
		2-1100-415-15-140-001-0-601 8,007.32		

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 684872

DATE: 12/11/12

VENDOR: 312231 REQ:00227060

Email:

Phone:(888)463-3768

OFFICE DEPOT, INC.
P.O. BOX 88040
CHICAGO IL 60680-1040

Vendor Acct:

BUYER:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

Special Instructions:

Contract No: TCPN R5023

C-201

VENDOR NOTES

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5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Approved ----------		

Authorized by: Martha L. Salazar

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2185

FILE COPY

1/18/13

To: Raymundo Eufracio, County Auditor
Hidalgo County Auditor Department

From: Armando Barrera Jr. Tax Assessor/Collector
Hidalgo County Tax Office

Date: January 18, 2013

Re: Office Depot

Please pay invoice: 637620441001 dated 1-7-2013 in the amount of $8,007.26. We did not receive an original invoice. Po: 684872

Should you have any questions please call Mary Garcia at (956) 289-7472.

Account No. 2-1100-415-15-140-001-0-601

2013 JAN 18 PM 3:17
RECEIVED BY
COUNTY AUDITOR

Office DEPOT

REPRINT OF ORIGINAL INVOICE

10000

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS
OR PROBLEMS, JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT : (800) 721-6592

637620441001	8,007.26	1 OF 1
07-JAN-13	Net 30	10-FEB-13

Federal ID # 59-2663954

Bill To: ATTN: ACCTS PAYABLE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

Ship To: TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

ACCOUNT NUMBER	ACCOUNT MANAGER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
55797022	Shyder, Leslie Ann	TAXOFFICE	637620441001	18-DEC-12	07-JAN-13

BILLING ID	PURCHASE ORDER	CONTRACT	ORDERED BY	DESKTOP	COST CENTER
11640521	684872	TCPN R5023	MARY GARCIA		

CATALOG ITEM / MANUF CODE	DESCRIPTION / CUSTOMER ITEM	U/M	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	EXTENDED PRICE
Instructions:	TRK#121412LS1006 INFORMED AM LESLIE SNYDER ORDER IS NON-RETURNABLE/NON REFUNDABLE						
9531406 170042	7X81SI54P SELF-INKI 170042	EA	150	150	0	31.400	4,710.00
8754049 666672	7X81SI15P SELF-INKI 666672	EA	101	101	0	16.871	1,703.97
8073793 169986	2000 PLUS P25 SELFINKING 169986	EA	64	64	0	17.671	1,130.94
8567533 666632	2000 PLUS P30 SELFINKING 666632	EA	36	36	0	12.843	462.35

P.O.# 684872

2_1100-415-15-140-001-060

INVOICE RECEIVED BY: on 1/18/13

GOODS/SERVICES RECEIVED BY: on Dec 2012

SUBTOTAL	8,007.26
TIERED DISCOUNT	0.00
DELIVERY	0.00
MISCELLANEOUS	0.00
SALES TAX	0.00
TOTAL	8,007.26

ALL AMOUNTS ARE BASED ON USD CURRENCY

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
TAX ASSESSOR & C OLLECTORS OFFI	11640521	637620441001	07-JAN-13	8,007.26	

FL0 11640521 8 637620441001 1 00000800726 1 6

PLEASE SEND YOUR CHECK TO: OFFICE DEPOT
PO BOX 88040
CHICAGO IL 60680-1040

PLEASE RETURN THIS STUB WITH YOUR PAYMENT TO ENSURE PROMPT CREDIT TO YOUR ACCOUNT.

PLEASE DO NOT STAPLE OR FOLD. THANK YOU

Office DEPOT

THIS COVER PAGE IS FOR INFORMATION PURPOSES ONLY. BELOW IS A LIST OF ALL BILLS AND REPORTS INCLUDED IN THIS PACKAGE FOR CUSTOMER ID 55797022

DOCUMENT DESCRIPTION
INVO SRT-B1

IF ANY DOCUMENTS LISTED ARE MISSING FROM THIS PACKAGE OR IF WE MAY BE OF FURTHER ASSISTANCE, PLEASE CALL THE NUMBER LISTED ON YOUR BILL.

ATTN: ACCTS PAYABLE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

RECEIVED BY
COUNTY CLERK
2013 JAN 18 PM 3:17

FILE COPY 685058

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/14/2013

TO: Mary Garcia

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar CS.

PHONE: (956)-318-2511 ext 4625

REFERENCE: OFFICE DEPOT, INC. Invoice #637167071002

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #637167071002*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed ~~$1,500.00~~ $1,681.89 therefore payment cannot be processed for this invoice.**

over $1,500

$1,681.89

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

ORIGINAL INVOICE

10000

Office DEPOT

Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

FEDERAL ID:59-2663954

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS
OR PROBLEMS, JUST CALL US
FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT: (800) 721-6592

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
637167071002	62.55	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
18-DEC-12	Net 30	20-JAN-13

BILL TO:

014496-011088

ATTN: ACCTS PAYABLE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

SHIP TO:

011088

TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
55797022	685058	TAXOFFICE	637167071002	14-DEC-12	18-DEC-12
BILLING ID	ACCOUNT MANAGER	CONTRACT	ORDERED BY	DESKTOP	COST CENTER
11640521		TCPN R5023	MARY GARCIA		

CATALOG ITEM # / MANUF CODE	DESCRIPTION / CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
186585 1557A002BA	TONER,CARTRIDGE,FX3,FAX 186585	EA	1	1	0	62.550	62.55

P.O.# 685058

21100-415-15-140-001-0601

INVOICE RECEIVED BY: on 1-7-13

GOODS/SERVICES RECEIVED BY: on 12/27/12

Pablo (Paul) Salazar Jr 1/31/13

014496-011088

SUB-TOTAL	62.55
DELIVERY	0.00
SALES TAX	0.00
TOTAL	62.55

All amounts are based on USD currency

RECEIVED
2013 JAN 7 PM 12:24
COUNTY AUDITOR

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
TAX ASSESSOR & COLLECTORS OFFI	11640521	637167071002	18-DEC-12	62.55	

FL0 116405218 6371670710028 00000006255 1 7

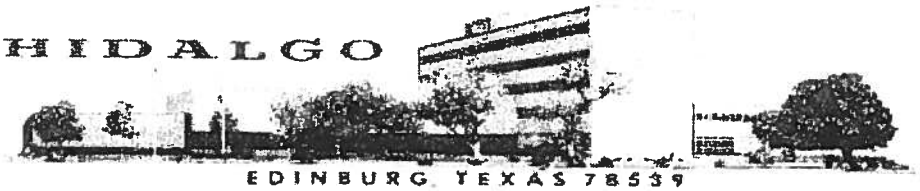
Please Send Your Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/14/2013

TO: Mary Garcia

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar CS

PHONE: (956)-318-2511 ext 4625

REFERENCE: OFFICE DEPOT, INC. Invoice #637167071001

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #637167071001*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
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- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

ORIGINAL INVOICE

10000

Office DEPOT

Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

FEDERAL ID:59-2663954

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS
OR PROBLEMS. JUST CALL US
FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT: (800) 721-6592

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
637167071001	1,365.60	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
17-DEC-12	Net 30	20-JAN-13

BILL TO:

014496-011088
ATTN: ACCTS PAYABLE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

SHIP TO:

011088
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
55797022	685058	TAXOFFICE	637167071001	14-DEC-12	17-DEC-12

BILLING ID	ACCOUNT MANAGER	CONTRACT	ORDERED BY	DESKTOP	COST CENTER
11640521		TCPN R5023	MARY GARCIA		

CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
110187 16283	DIVIDER,TABBING,PRINT,1.75 110187	PK	1	1	0	5.400	5.40
109317 109317	PAPER,THERMAL,RL,OD,2.25", 109317	PK	1	1	0	4.110	4.11
992232 Q5949X	CARTRIDGE,LASERJET,HP 992232	EA	4	4	0	150.540	602.16
295230 Q7553X	CARTRIDGE,HP LJ 295230	EA	1	1	0	150.740	150.74
308114 10005	CLIP,PAPER,NSKID,OD,JMB,10 308114	PK	1	1	0	8.900	8.90
908194 44401	STAPLER,DESK,STD,FULL,BLA 908194	EA	4	4	0	5.720	22.88
196156 EG-1610C	STAPLER,ELECTRIC,OD,BLAC 196156	EA	4	4	0	11.670	46.68
840215 554035EA	PAPER,ADD,2.25x150,WHITE 840215	EA	24	24	0	0.570	13.68
345637 3R11050	PAPER,COPIER,20#,LTR,BLU,5 345637	RM	2	2	0	5.200	10.40
352871 C4844A	CARTRIDGE,INK,BLK,C4844A 352871	EA	1	1	0	30.480	30.48
940320 12770EA	FILE,STRGE,ECOLOGIC,12X10 940320	EA	60	60	0	1.540	92.40
660763 OD6040	PAD,DESK,19X24",CLEAR 660763	EA	1	1	0	11.230	11.23
755532 NSN5783521	RUBBER BANDS SIZE 18, 1 LB 755532	BG	4	4	0	7.890	31.56
843877 OD-3312PB	NOTES,POPUP,OD,12PK,BRIG 843877	PK	2	2	0	9.020	18.04
220636 WC-481106	TAPE,SL,OD,1.89"X110YD,6PK 220636	PK	2	2	0	5.750	11.50
196156 EG-1610C	STAPLER,ELECTRIC,OD,BLAC 196156	EA	3	3	0	11.670	35.01
108862 108862	PAPER ROLL,2-1/4X130,SNGL 108862	PK	3	3	0	5.220	15.66

014496-011088

RECEIVED BY COUNTY AUDITOR'S OFFICE
DEC 24 2012

CONTINUED ON NEXT PAGE...

ORIGINAL INVOICE

10000

Office DEPOT

Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

FEDERAL ID:59-2663954

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS
OR PROBLEMS. JUST CALL US
FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT: (800) 721-6592

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
637167071001	1,365.60	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
17-DEC-12	Net 30	20-JAN-13

BILL TO:

014496-011088
ATTN: ACCTS PAYABLE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

SHIP TO:

011088
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
55797022	685058	TAXOFFICE	637167071001	14-DEC-12	17-DEC-12
BILLING ID	ACCOUNT MANAGER / RELEASE	ORDERED BY	DESKTOP	COST CENTER	
11640521	TCPN R5023	MARY GARCIA			

CATALOG ITEM # / MANUF CODE	DESCRIPTION / CUSTOMER ITEM #	U/M TAX	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
109086 109086	PAPER,RL,2PLY,CRBNLS,2.25" 109086	PK	3	3	0	8.550	25.65
196063 BF-S-1	PEN,BALLPOINT,STAY-PUT,BL 196063	EA	10	10	0	1.600	16.00
108862 108862	PAPER ROLL,2-1/4X130,SNGL 108862	PK	2	2	0	5.220	10.44
345637 3R11050	PAPER,COPIER,20#,LTR,BLU,5 345637	RM	1	1	0	5.200	5.20
407775 RTP-009039	DRAWER,CASH,W/TRAY 407775	EA	2	2	0	98.740	197.48

P.O.#685058

2-100-415-15-[illegible]-001-0 60

INVOICE RECEIVED BY: [signature] on 1-7-13

GOODS/SERVICES RECEIVED BY: [signature] on 12-27-12

014496-011088

SUB-TOTAL	1,365.60
DELIVERY	0.00
SALES TAX	0.00
TOTAL	1,365.60

All amounts are based on USD currency

Pete (Paul) Villarreal 1/3/13

RECEIVED COUNTY AUDITOR 2013 JAN 7 PM 4:12

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortages or damage must be reported within 5 days after delivery.

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
TAX ASSESSOR & COLLECTORS OFFI	11640521	637167071001	17-DEC-12	1,365.60	

FLO 116405218 6371670710010 00000136560 1 0

Please Send Your Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

CARTON CONTENTS REPRINT

12/14/12 SEQ#:006897

CARTON#: 00000352550833093897
PAGE#: 1
WAVE#: 20121214056
CUST PO: 637167071001
TRK #: T081081936
FROM: OFFICE DEPOT #1127 V100
TO : TAX ASSESSOR & COLLECTORS PKT #: 08L22605

LINE	STOCK NUMBER	SHIP QTY	UOM	LOCATION	CODE
001	NSN 5783521	4	PK	C2214B1	

RUBBER BANDS SIZE 18. 1 LB

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COUNTY AUDITOR
2013 JAN 7 PM 4 24

TOTS15 ZONES: C PLACEMENT-CC:I

Office DEPOT.

Shopping Cart

Req# 227584

has been added to your Save for Later list
Sku
Are you Sure?
ACCOUNT
Item # has been added to your Save for Later list
Skuhas been removed from your shopping cart

Description	Price/unit	Qty.	Backorder	Total
 Avery® Printable Self-Adhesive Tabs, Multicolor, Pack Of 80 **Item # 110187 Entered Item # 110187**	$5.40 / pack	1	0	$5.40
Comments				
 Office Depot® Brand Thermal Paper Rolls, 2 1/4" x 85', White, Pack Of 9 **Item # 109317 Entered Item # 109317**	$4.11 / pack	1	0	$4.11
Comments				
 HP 49X Black Toner Cartridge (Q5949X) **Item # 992232 Entered Item # 992232** **Save $259.88** **View Office Depot alternatives** BEST VALUE Contains recycled content	$150.54 / each	4	0	$602.16
Comments				
 HP 53X Black Toner Cartridge (Q7553X) **Item # 295230 Entered Item # 295230** **Save $56.86** **View Office Depot alternatives** BEST VALUE Contains recycled content	$150.74 / each	1	0	$150.74
Comments				

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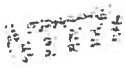
Canon FX-3 Black Toner Cartridge (1557A002BA) $62.55 / each 1 0 $62.55
Item # 186585 Entered Item # 186585

Save $21.90

View Office Depot alternatives

BEST VALUE

Comments



Office Depot® Brand Paper Clips, Jumbo, Silver, Nonskid Finish, 100 Clips Per Box, Pack Of 10 Boxes $8.90 / pack 1 0 $8.90
Item # 308114 Entered Item # 308114
HUB

Comments



Swingline® Commercial Desk Stapler, Black $5.72 / each 4 0 $22.88
Item # 908194 Entered Item # 908194

Comments



Office Depot® Brand Half-Strip Compact Electric Stapler, Black $11.67 / each 4 0 $46.68
Item # 196156 Entered Item # 196156

Comments

Office Depot® Brand Single-Ply Bond Paper Roll, 2 1/4" x 150' $0.57 / each 24 0 $13.68
Item # 840215 Entered Item # 840215

Comments



Xerox® 30% Recycled Multipurpose Color Paper, 8 1/2 x 11, 20 Lb, Blue, Ream Of 500 Sheets $5.20 / ream 2 0 $10.40
Item # 345637 Entered Item # 345637

BEST VALUE

Contains recycled content

Comments

HP 10 Black Ink Cartridge (C4844A) $30.48 / each 1 0 $30.48
Item # 352871 Entered Item # 352871

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2013 JAN 7 PM 4 24



BEST VALUE

Comments



Bankers Box® Earth Series™ STOR/FILE™ 100% Recycled Kraft Storage Box, Extra-Strength, Locking Lift-Off Lid, 10"H x 12"W x 15"D, Letter/Legal
Item # 940320 Entered Item # 940320
Contains recycled content

$1.54 / each | 60 | 0 | $92.40

Comments



Office Depot® Brand Translucent Desk Pad, 19" x 24", Clear
Item # 660763 Entered Item # 660763
BEST VALUE

$11.23 / each | 1 | 0 | $11.23

Comments



SKILCRAFT® Sterling Grade Rubber Bands, Size 18, 1 Lb. Bag (AbilityOne 7510-01-578-3521)
Item # 755532 Entered Item # 755532

$7.89 / BG | 4 | 0 | $31.56

Comments



Office Depot® Brand Pop-Up Notes, 3" x 3", Assorted Bright Colors, 100 Sheets Per Pad, Pack Of 12
Item # 843877 Entered Item # 843877
BEST VALUE

$9.02 / pack | 2 | 0 | $18.04

Comments



Office Depot® Brand Shipping Tape, 1.89" x 110 Yd., Clear, Pack Of 6 Rolls
Item # 220636 Entered Item # 220636
BEST VALUE

$5.75 / pack | 2 | 0 | $11.50

Comments



Office Depot® Brand Half-Strip Compact Electric Stapler, Black
Item # 196156 Entered Item # 196156

$11.67 / each | 3 | 0 | $35.01

Comments

Office Depot® Brand Single-Ply Paper Rolls, 2 1/4" x

$5.22 / pack | 0 | $15.66

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2013 JAN 7 pm 4 24



130', White, Pack Of 12
Item # 108862 Entered Item # 108862
BEST VALUE
Contains recycled content

3

Comments



Office Depot® Brand 2-Ply Paper Rolls, 2 1/4" x 85', White, Pack Of 10
Item # 109086 Entered Item # 109086

$8.55 / pack | 3 | 0 | $25.65

Comments



FORAY® Security Counter Pen, Medium Point, 1.0 mm, Black Ink
Item # 196063 Entered Item # 196063
BEST VALUE

$1.60 / each | 10 | 0 | $16.00

Comments



Office Depot® Brand Single-Ply Paper Rolls, 2 1/4" x 130', White, Pack Of 12
Item # 108862 Entered Item # 108862
BEST VALUE
Contains recycled content

$5.22 / pack | 2 | 0 | $10.44

Comments



Xerox® 30% Recycled Multipurpose Color Paper, 8 1/2 x 11, 20 Lb, Blue, Ream Of 500 Sheets
Item # 345637 Entered Item # 345637
BEST VALUE
Contains recycled content

$5.20 / ream | 1 | 0 | $5.20

Comments



Large-Capacity Manual Cash Drawer, 3 7/8"H x 17 3/4"W x 15 7/8"D, Gray
Item # 407775 Entered Item # 407775
BEST VALUE

$98.74 / each | 2 | 0 | ~~$197.48~~

Comments



Safco® Wood Mobile Machine Stand, Mahogany
Item # 480115 Entered Item # 480115
FURNITURE DELIVERY
Contains recycled content

$253.74 / each | 1 | 0 | $253.74

601

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2013 JAN 4 PM 2

Comments

Subtotal:	$1,681.89
24 item (s):	$1,681.89

Continue Shopping

Save for Later

Description	Your Price	Quantity	Total
 Bankers Box® Earth Series™ STOR/FILE™ 100% Recycled Kraft Storage Box, Extra-Strength, Locking Lift-Off Lid, 10"H x 12"W x 15"D, Letter/Legal **Item Number 940320 Entered Item # 940320** **Manufacturer # 12770EA** Contains recycled content	$1.54 / each	0	$0.00
 Boss Office Products Traditional High-Back Executive Chair, 45 1/2"H x 27 1/2"W x 30"D, Mahogany/Black Leather **Item Number 386259 Entered Item # 386259** **Manufacturer # B850-BK**	$407.69 / each	1	$407.69

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Office DEPOT.

Shipment Summary 2 Shipments

Shipment 1 Order Number: 637167071-001 Estimated Arrival By: 12/17/2012 View Order Details
Shipment 2 Order Number: 637167216-001 Estimated Arrival By: 12/17/2012 View Order Details

Order Info

Account #: 55797022
Your Order Number is: 637167071
Company Name: HIDALGO CNTY
PO Number: 685058
CONTRAC: TCPN R5023
Contact: Contact:MARY GARCIA
Contact Phone:(956)318-2157
Comments

Payment Info

Account Billing

Shipping Information

TAXOFFICE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG,
TX
78539-6243
USA

Order Summary

Shipment 1 Order Date: 12/14/2012
delivery date: 12/17/2012 08:30 AM - 05:00 PM Order Number: 637167071-001

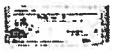
Description	Your Price/unit	Qty.	Backorder	Total	Comments
 **Avery® Printable Self-Adhesive Tabs, Multicolor, Pack Of 80** Entered Item # 110187	$5.40 / pack	1	0	$5.40	
 **Office Depot® Brand Thermal Paper Rolls, 2 1/4" x 85', White, Pack Of 9** Entered Item # 109317	$4.11 / pack	1	0	$4.11	
 **HP 49X Black Toner Cartridge (Q5949X)** Entered Item # 992232 BEST VALUE Contains recycled content	$150.54 / each	4	0	$602.16	
 **HP 53X Black Toner Cartridge (Q7553X)** Entered Item # 295230 BEST VALUE Contains recycled content	$150.74 / each	1	0	$150.74	
 **Canon FX-3 Black Toner Cartridge (1557A002BA)** Entered Item # 186585 BEST VALUE	$62.55 / each	1	0	$62.55	
 **Office Depot® Brand Paper Clips, Jumbo, Silver, Nonskid Finish, 100 Clips Per Box, Pack Of 10 Boxes** Entered Item # 308114 HUB	$8.90 / pack	1	0	$8.90	

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	**Swingline® Commercial Desk Stapler, Black** Entered Item # 908194	$5.72 / each	4	0	$22.88
	**Office Depot® Brand Half-Strip Compact Electric Stapler, Black** Entered Item # 196156	$11.67 / each	4	0	$46.68
	**Office Depot® Brand Single-Ply Bond Paper Roll, 2 1/4" x 150'** Entered Item # 840215	$0.57 / each	24	0	$13.68
	**Xerox® 30% Recycled Multipurpose Color Paper, 8 1/2 x 11, 20 Lb, Blue, Ream Of 500 Sheets** Entered Item # 345637 BEST VALUE Contains recycled content	$5.20 / ream	2	0	$10.40
	**HP 10 Black Ink Cartridge (C4844A)** Entered Item # 352871 BEST VALUE	$30.48 / each	1	0	$30.48
	**Bankers Box® Earth Series™ STOR/FILE™ 100% Recycled Kraft Storage Box, Extra-Strength, Locking Lift-Off Lid, 10"H x 12"W x 15"D, Letter/Legal** Entered Item # 940320 Contains recycled content	$1.54 / each	60	0	$92.40
	**Office Depot® Brand Translucent Desk Pad, 19" x 24", Clear** Entered Item # 660763 BEST VALUE	$11.23 / each	1	0	$11.23
	**SKILCRAFT® Sterling Grade Rubber Bands, Size 18, 1 Lb. Bag (AbilityOne 7510-01-578-3521)** Entered Item # 755532	$7.89 / BG	4	0	$31.56
	**Office Depot® Brand Pop-Up Notes, 3" x 3", Assorted Bright Colors, 100 Sheets Per Pad, Pack Of 12** Entered Item # 843877 BEST VALUE	$9.02 / pack	2	0	$18.04
	**Office Depot® Brand Shipping Tape, 1.89" x 110 Yd., Clear, Pack Of 6 Rolls** Entered Item # 220636 BEST VALUE	$5.75 / pack	2	0	$11.50
	**Office Depot® Brand Half-Strip Compact Electric Stapler, Black** Entered Item # 196156	$11.67 / each	3	0	$35.01
	**Office Depot® Brand Single-Ply Paper Rolls, 2 1/4" x 130', White, Pack Of 12** Entered Item # 108862 BEST VALUE	$5.22 / pack	3	0	$15.66

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2013 JAN 7 PM 4 24

Contains recycled content

	**Office Depot® Brand 2-Ply Paper Rolls, 2 1/4" x 85', White, Pack Of 10** Entered Item # 109086	$8.55 / pack	3	0	$25.65
	**FORAY® Security Counter Pen, Medium Point, 1.0 mm, Black Ink** Entered Item # 196063 BEST VALUE	$1.60 / each	10	0	$16.00
	**Office Depot® Brand Single-Ply Paper Rolls, 2 1/4" x 130', White, Pack Of 12** Entered Item # 108862 BEST VALUE Contains recycled content	$5.22 / pack	2	0	$10.44
	**Xerox® 30% Recycled Multipurpose Color Paper, 8 1/2 x 11, 20 Lb, Blue, Ream Of 500 Sheets** Entered Item # 345637 BEST VALUE Contains recycled content	$5.20 / ream	1	0	$5.20
	**Large-Capacity Manual Cash Drawer, 3 7/8"H x 17 3/4"W x 15 7/8"D, Gray** Entered Item # 407775 BEST VALUE	$98.74 / each	2	0	$197.48

Shipment 2 Order Date: 12/14/2012
delivery date: 12/17/2012 08:30 AM - 05:00 PM Order Number: 637167216-001

Description	Your Price/unit	Qty.	Backorder	Total	Comments
 **Safco® Wood Mobile Machine Stand, Mahogany** Entered Item # 480115 FURNITURE DELIVERY Contains recycled content	$253.74 / each	1	0	$253.74	

Subtotal:	$253.74
Furniture Delivery Fee:	FREE
Miscellaneous:	$0.00
Taxes:	$0.00
Total:	$253.74

Subscribe to receive email alerts about exclusive offers at Office Depot. Update your contact information today!

Since January 1, 2005, the State of California has required the collection of an electronic waste recycling fee for certain purchases of computer monitors and TV screens.

For a limited time this fee was paid by the Company on behalf of its customers to the State of California. The Company began charging this fee to customers on or before June 2005. Fees range from $6 to $10 depending upon the size of the screen purchased.

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2013 JAN 7 PM 4 24

Office DEPOT

*** PACKING LIST ***

OFFICE DEPOT
"1-800-GO-DEPOT"
6225 WEST BY NORTHWEST BLVD.
HOUSTON TX 77040

Order Number 637167071-001

Order Summary

Shipping Address

00053
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

Customer Information

Customer#: 55797022
Contact: MARY GARCIA
Phone#: 956-318-2157

Comments

Carton Counts

Repack / Split Case	2
Full Case	4
Bulk	8
Secondary Warehouse	1
Total	15

* Note: Your order contains additional cartons of merch. from secondary Warehouse

Additional Information

PO # 685058
CONT TCPN R5023
Route/Stop/Door: 0225/000/006
Order Date: 14-Dec-2012
Delivery Date: 17-Dec-2012

Item Details

Line	Quantity Ordered	Quantity Shipped	Quantity Back Ordered	Item Number / Mfgr Code / Customer Code	Description	Units	Carton ID		
1	1	1	0	110187 / 16283	DIVIDER,TABBING,PRINT,1.75"	PACK	22476201		
2	1	1	0	109317	PAPER,THERMAL,RL,OD,2.25",9PK	PACK	22476301		
3	4	4	0	992232 / Q5949X	CARTRIDGE,LASERJET,HP Q5949X	EACH	22478101 22478201 22478301 22478401		
4	1	1	0	295230 / Q7553X	CARTRIDGE,HP LJ Q7553X,BLACK	EACH	22476301		
5	1	1	0	186585 / 1557A002BA	TONER,CARTRIDGE,FX3,FAX	EACH	22476301		
6	1	1	0	308114 / 10005	CLIP,PAPER,NSKID,OD,JMB,10PK	PACK	22476301		
7	4	4	0	908194 / 44401	STAPLER,DESK,STD,FULL,BLACK	EACH	22476301		
8	4	4	0	196156 / EG-1610C	STAPLER,ELECTRIC,OD,BLACK	EACH	22476301		
9	24	24	0	840215 / 554035EA	PAPER,ADD,2.25X150,WHITE	EACH	22476301		
10	2	2	0	345637 / 3R11050	PAPER,COPIER,20#,LTR,BLU,500SH	REAM	22476301		
11	1	1	0	352871 / C4844A	CARTRIDGE,INK,BLK,C4844A	EACH	22476201		
12	60	60	0	940320 / 12770EA	FILE,STRGE,ECOLOGIC,12X10X15	EACH	22478701 22478801 22478901 22479001 22479101		
13	1	1	0	660763 / OD6040	PAD,DESK,19X24",CLEAR	EACH	22479201		
14	4	4	0	NSN5783521	RUBBER BANDS SIZE 18, 1 LB	BG	*		
15	2	2	0	843877 / OD-3312PB	NOTES,POPUP,OD,12PK,BRIGHT	PACK	22476301		

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2013 JAN 7 PM 4 24

Office DEPOT

*** PACKING LIST ***

OFFICE DEPOT
"1-800-GO-DEPOT"
6225 WEST BY NORTHWEST BLVD.
HOUSTON TX 77040

Order Number 637167071-001

Item Details

Line	Quantity Ordered	Quantity Shipped	Quantity Back Ordered	Item Number / Mfgr Code / Customer Code	Description	Units	Carton ID		
16	2	2	0	220636 WC-481106	TAPE,SL,OD,1.89"X110YD,6PK,CLR	PACK	22476201		
17	3	3	0	196156 EG-1610C	STAPLER,ELECTRIC,OD,BLACK	EACH	22476301		
18	3	3	0	108862	PAPER ROLL,2-1/4X130,SNGL PLY	PACK	22476201		
19	3	3	0	109086	PAPER,RL,2PLY,CRBNLS,2.25",10P	PACK	22476201		
20	10	10	0	196063 BF-S-1	PEN,BALLPOINT,STAY-PUT,BLACK	EACH	22476201		
21	2	2	0	108862	PAPER ROLL,2-1/4X130,SNGL PLY	PACK	22476201		
22	1	1	0	345637 3R11050	PAPER,COPIER,20#,LTR,BLU,500SH	REAM	22476301		
23	2	2	0	407775 RTP-009039	DRAWER,CASH,W/TRAY	EACH	22478501 22478601		

Thank you for your order. If you have any questions about your order please call us toll free at (888) 263-3423.

22476201

WAVE 03

"1-800-GO-DEPOT"
6225 WEST BY NORTHWEST BLVD
HOUSTON TX77040

RTE 0225

STOP 000

DOOR 006

BO# 210794
BATCH 2146

WEIGHT 37.849

2146 CE CE

06:01 PM

CUST# 5579/022

Location	Qty	UM	Vendor Item Code	Description	SKU	UPC	Weight	Markout	Filled by
06 CF 04-32	2	PACK	WC-481106	TAPE,SL,OD,1.89"X110YD,6PK,CL	0220636	7-35854-77825-6	7.760		
06 CF 05-34	3	PACK	108862	PAPER ROLL,2-1/4X130,SNGL PLY	0108862	7-35854-16873-3	9.480		
06 CF 05-34	2	PACK	108862	PAPER ROLL,2-1/4X130,SNGL PLY	0108862	7-35854-16873-3	6.320		
07 CF 04-48	10	EACH	BF-S-1	PEN,BALLPOINT,STAY-PUT,BLACK	0196063	7-35854-79486-7	0.720		
10 CF 04-46	1	EACH	C4844A	CARTRIDGE,INK,BLK,C4844A	0352871	0-88698-20541-1	0.339		
13 AA 18-41	3	PACK	109086	PAPER,RL,2PLY,CRBNLS,2.25",10	0109086	7-35854-16871-8	11.280		
17 AA 17-44	1	PACK	16283	DIVIDER,TABBING,PRINT,1.75"	0110187	0-72782-16286-7	0.210		
				********END OF CARTON**********					

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BATCH 2146 BO# 210794 INV# 637167071/001 CARTON ID # 22476201 AUDITED BY

SORT # 55

22476301

WAVE 03

"1-800-GO-DEPOT"
6225 WEST BY NORTHWEST BLVD.
HOUSTON TX77040

RTE 0225

STOP 000

DOOR 006

WEIGHT 47.098

BO# 210794
BATCH

2146 C6 C6

06:01 PM

CUST# 55797022

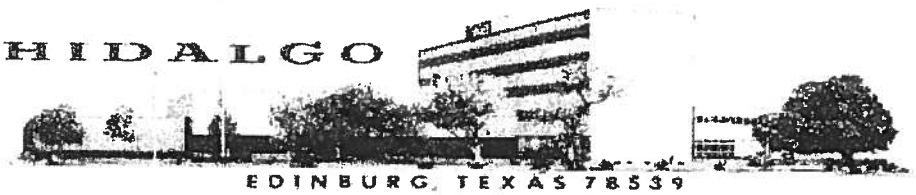
Location	Qty	UM	Vendor Item Code	Description	SKU	UPC	Weight	Markout	Filled by
00 CA 03-32	2	REAM	3R11050	PAPER,COPIER,20#,LTR,BLU,500S	0345637	0-95205-35856-8	10.200		
00 CA 03-32	1	REAM	3R11050	PAPER,COPIER,20#,LTR,BLU,500S	0345637	0-95205-35856-8	5.100		
02 CF 02-24	1	EACH	Q7553X	CARTRIDGE,HP LJ Q7553X,BLACK	0295230	0-29523-0 -	2.940		
02 CF 03-22	1	PACK	109317	PAPER,THERMAL,RL,OD,2.25",9PK	0109317	7-35854-16886-0	1.440		
02 CF 04-12	4	EACH	EG-1610C	STAPLER,ELECTRIC,OD,BLACK	0196156	7-35854-89949-4	3.720		
02 CF 04-12	3	EACH	EG-1610C	STAPLER,ELECTRIC,OD,BLACK	0196156	7-35854-89949-4	2.790		
02 CF 05-26	1	PACK	10005	CLIP,PAPER,NSKID,OD,JMB,10PK	0308114	7-35854-88003-0	2.390		
03 CF 03-21	4	EACH	44401	STAPLER,DESK,STD,FULL,BLACK	0908194	0-74711-44401-4	3.760		
05 CF 04-11	1	EACH	T657A002BA	TONER,CARTRIDGE,FX3,FAX	0186585	0-18658-5 -	2.310	-1	LO
05 CF 04-15	2	PACK	OD-3312PB	NOTES,POPUP,OD,12PK,BRIGHT	0843877	0-21200-53057-4	2.268		
06 CF 01-32	24	EACH	554035EA	PAPER,ADD,2.25X150,WHITE	0840215	0-84021-5 -	8.040		
				*******END OF CARTON*********					

70

BATCH 2146 BO# 210794 INV# 637167071/001 CARTON ID # 22476301 AUDITED BY: _____

SORT # 56

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/14/2013

TO: Mary Garcia

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar CS

PHONE: (956)-318-2511 ext 4625

REFERENCE: OFFICE DEPOT, INC. Invoice #637167216001

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #637167216001*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☑ **OTHER:** Please provide packing slip / delivery ticket.
- ☑ **COMMENTS / RECOMMENDATION: On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

ORIGINAL INVOICE

10000

Office DEPOT

Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45263-0813

FEDERAL ID:59-2663954

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS
OR PROBLEMS. JUST CALL US
FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT: (800) 721-6592

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
637167216001	253.74	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
17-DEC-12	Net 30	20-JAN-13

BILL TO:

014496-011088

ATTN: ACCTS PAYABLE
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

SHIP TO:

011088

TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG TX 78539-6243

ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
55797022	685058	TAXOFFICE	637167216001	14-DEC-12	17-DEC-12

BILLING ID	ACCOUNT MANAGER	CONTRACT	ORDERED BY	DESKTOP	COST CENTER
11640521		TCPN R5023	MARY GARCIA		

CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
480115 1850MH	STAND,MACHINE,MBLE,MY 480115	EA	1	1	0	253.740	253.74

INVOICE RECEIVED BY: [illegible] on 1-7-13
GOODS/SERVICES RECEIVED BY: [illegible] on 12-27-12

P.O.# 685058
2-1100-415-15-140-001-0-1601

Pablo (Paul) Villarreal Jr

014496-011088

SUB-TOTAL	253.74
DELIVERY	0.00
SALES TAX	0.00
TOTAL	253.74

All amounts are based on USD currency

RECEIVED BY COUNTY AUDITOR 2013 JAN 7 PM 4 24

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortages or damage must be reported within 5 days after delivery.

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
TAX ASSESSOR & COLLECTORS OFFI	11640521	637167216001	17-DEC-12	253.74	

FLO 116405218 6371672160016 00000025374 1 9

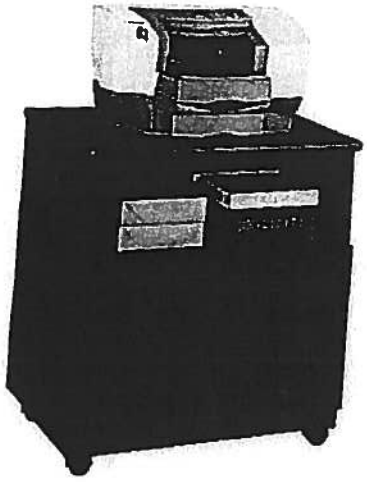
Please Send Your Check to:

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

Office DEPOT.



Not Yet Rated Write the first review

This item is in your cart

Safco® Wood Mobile Machine Stand, Mahogany

Item # 480115

Ideal for a TV/VCR, fax, printer or copier

Constructed of 3/4" furniture-grade wood with a stain/scratch-resistant laminate finish.

4 swivel casters (2 locking) for easy mobility.

Your Price

$289.99

/ each

ONLINE

✔ In Stock

Delivery date provided at check out

✔ Delivery Fee May Apply

About This Product

DESCRIPTION

Ideal for a TV/VCR, fax, printer or copier

- **Constructed of 3/4" furniture-grade wood with a stain/scratch-resistant laminate finish.**
- **4 swivel casters (2 locking) for easy mobility.**
- **Double doors conceal a 26"W x 17 7/8"D lower compartment.**
- **Partially open upper back for cable routing.**
- **Assembly required.**

PRODUCT DETAILS

Item #	480115
Manufacturer #	1850MH
color	Mahogany
dimensions	30 1/4"H x 28 1/8"W x 19 3/4"D
construction	solid wood
weight capacity	200 lb
casters	yes
assembly required	yes
warranty length	1-year limited
brand name	Safco
manufacturer	Safco Products



	Availability	Price	Quantity
Office Depot® Brand Copy Paper, 8 1/2" x 11", 20 Lb, 104 (Euro)/92 (U.S.) Brightness, 500 Sheets Per Ream, Case Of 10 Reams **Item # 348037**	Available	$41.99 **/case**	Qty. ☐

Back To Top

Safco Best Sellers

$249.99 **/ Each**

Office DEPOT.

Carton Details / Proof of Delivery

View Search Results
Back to Order Tracking
View Order Detail

Carton Details / Proof of Delivery

Carton ID: 022494001

Delivery Date: Monday, December 17, 2012 08:30 AM - 05:00 PM

Item Number	Shipped	Ordered	Back Ordered	Marked Out
000480115	1	1	0	0
Safco® Wood Mobile Machine Stand, Mahogany				

Cosignee Signature
Garcia

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Office DEPOT.

Order Detail

Order Information

Order Number: **637167216-001**
Order Date: **12/14/2012**
Ordered By:
MARY.GARCIA@TAXOFFICE.CO.HIDALGO.TX.US
Last Modified By:
MARY.GARCIA@TAXOFFICE.CO.HIDALGO.TX.US
Last Modified On: **12/14/2012**

Tracking: **50 Normal Delivery**
Signed By: Garcia
Status: **Delivered**
Shipped Date: **View Carton Details and Proof of Delivery**
Estimated Delivery Date/Time: **12/17/2012 08:30 AM - 05:00 PM**
Comments:

Shipping Information

Shipping Address:
TAX ASSESSOR & COLLECTORS OFFI
2804 S BUSINESS 281
EDINBURG,
TX
78539-6243
USA

Billing Information

Billing Contact:
MARY GARCIA
(956)318-2157Ext.0000
PO Number
685058
CONTRAC
TCPN R5023
Payment Method:
Account Billing
1. Account Billing
Amount: $253.74

Order Summary

Description	Your Price / Unit	Quantity	Back Ordered	Shipped	Total	Reorder Price / Unit
 **Safco® Wood Mobile Machine Stand, Mahogany** Item # 480115 FURNITURE DELIVERY Contains recycled content	$253.740 / each	1	0	1	$253.74	$253.74 / each

Comments:

Subtotal:	$253.74
Furniture Delivery Fee:	FREE
Miscellaneous:	$0.00
Taxes:	$0.00
Total:	$253.74

Related Orders & Returns

Order number	Total	Order Date	Delivery Date	Status
637167071-001	$1,365.60	12/14/2012	12/17/2012	Delivered
Order number	**Total**	**Order Date**	**Delivery Date**	**Status**
637167216-001	$253.74	12/14/2012	12/17/2012	Delivered

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Purchase Order

COUNTY OF HIDALGO

PO#: 685058

DATE: 12/14/12

VENDOR: 312231 REQ:00227584

Email:

Phone:(888)463-3768

OFFICE DEPOT, INC.
P.O. BOX 88040
CHICAGO IL 60680-1040

Vendor Acct:

BUYER:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

Contract No: TCPN R5023

Special Instructions:

M-75

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT: TCPN R5023		
1	PACK	CO 110187 AVERY PRINTABLE SELF ADH TAB, MULTICLORS, PACK OF 80	5.40	5.40
1	PACK	CO 109317 OFF DEPOT BRAND THERMAL PAPER ROLLS	4.11	4.11
4	EACH	CO 992232 J[49X BLACK TONER CARTRIDGE (Q5949X)	150.54	602.16
1	EACH	CO 295230 HP 53X BLACK TONER CARTRIDGE (Q7553X)	150.74	150.74
1	EACH	CO 186585 CANON FX-3 BLACK TONER CARTRIDGE	62.55	62.55
1	PACK	CO 308114 OFF DEPOT BRAND PAPER CLIPS JUMBO	8.90	8.90
4	EACH	CO 908194 SWINGLINE COMMERCIAL DESK STAPLER, BLACK	5.72	22.88
4	EACH	CO 196156 OFFICE DEPOT BRAND HALF STRIP COMPACT ELECTRIC STAPLER	11.67	46.68
24	EACH	CO 840215 off deot brand single ply bond paper roll	.57	13.68
2	REAM	CO 345637 XEROX RCYLD MULTIPURPOSE COLOR PAPER	5.20	10.40
1	EACH	CO 352871 HP10 BLACK INK CARTRIDGE	30.48	30.48
60	EACH	CO 940320 BANKERS BOX EARTH SERIES STOR/FILE RDY KRAFT STORAGE BOX	1.54	92.40
1	EACH	CO 660763 OFF DEPOT BRAND TRANSLUCENT DESK PAD	11.23	11.23
4	EACH	CO 755532 SKILCRAFT STELING GRADE RUBER BANDS SIZE 18	7.89	31.56
2	PACK	CO 843877 OFF DEPOT BRAND POP UP NOTE 3X3 ASST	9.02	18.04
2	PACK	CO 220636 OFF DEPOT BRAND SHIIPPING TAPE	5.75	11.50
3	EACH	CO 196156 OFF DEPOT BRAND HALF STIRP COMPACT ELECTRIC	11.67	35.01
3	PACK	CO 108862 OFF DEPOT BRAND SINGLE PLY PAPER ROLLS	5.22	15.66
3	PACK	CO 109086 OFFICE DEPO BRAND 2-PLY PAPER ROLLS	8.55	25.65
10	PACK	CO 196063 FORAY SECURITY COUNTER PEN	1.60	16.00

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 685058

DATE: 12/14/12

VENDOR: 312231 REQ:00227584

Email:

Phone:(888)463-3768

OFFICE DEPOT, INC.
P.O. BOX 88040
CHICAGO IL 60680-1040

Vendor Acct:

BUYER:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

Special Instructions:

Contract No: TCPN R5023

M-75

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	PACK	CO 108862 OFF DEPOT BRAND SINGLY PLY PAPER ROLLS	5.22	10.44
1	REAM	CO 345637 XEROX RCY MULTIPURPOSE COLOR PAPER BLUE	5.20	5.20
2	EACH	CO 407775 LARGE CAPACITY MANUAL CASH DRAWER	98.74	197.48
1	EACH	CO 480115 SAFCO WOOD MOBILE MACHINE STAND MAHOGANY	253.74	253.74
1			.00	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,681.89

****

For Hidalgo County use only

2-1100-415-15-140-001-0-601 1,681.89

Approved

Authorized by: Martha L. Salazar

684979

FILE COPY

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 01/14/2013

TO: Mary Garcia **DEPARTMENT:** (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar CS **PHONE:** (956)-318-2511 ext 4625

REFERENCE: CDW GOVERNMENT INC. Invoice #V531560

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice#V531560*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.**

over $ 1,500.00
$2,847.81

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

REMIT PAYMENT TO:

INVOICE

CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED

ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
V531560	12/18/12	6340031
SUBTOTAL	**SHIPPING**	**SALES TAX**
$2,847.81	$0.00	$0.00
DUE DATE		**AMOUNT DUE**
01/17/13		$2,847.81

667 1 MB 0.404 E0268X I0422 D600832794 P1280071 0001:0001

HIDALGO COUNTY TAX OFFICE
PO BOX 178
EDINBURG TX 78540-0178

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
12/18/12	V531560	Net 30 Days	01/17/13
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
12/14/12	UPS Ground	684979	6340031

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2612968	HP CLJ PRO 400 M451NW Printer Manufacturer Part Number: CE956A#BGJ Serial No: CNBG203223 Serial No: CNBG203225 Serial No: CNBG203226 Serial No: CNBG303097 Serial No: CNBG303098 Serial No: CNBG303217 Serial No: CNBG303220	7	7	0	406.83	2,847.81

RECEIVED BY
COUNTY AUDITOR
2012 DEC 28 AM 11 42

INVOICE RECEIVED BY: on 12/27/12
GOODS/SERVICES RECEIVED BY: on 12/28/12

P.O.# 684979
2 1100-415-15.4:.01 9665

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:		
JUAN CAMARGO 312-705-6272 uancam@cdwg.com	HIDALGO COUNTY TAX OFFICE MARY JACKSON 2804 S BUSINESS HWY 281 EDINBURG TX 78539	SUBTOTAL	$2,847.81
		SHIPPING	$0.00
		SALES TAX	$0.00
SALES ORDER NUMBER		**AMOUNT DUE**	$2,847.81
G755598			

F

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DDBZ959	6324564	12/7/2012

Req# 227564

BILL TO:
MARY JACKSON
2804 S BUSINESS HWY 281

Accounts Payable
EDINBURG , TX 78539

Customer Phone #956.289.7472

SHIP TO:
HIDALGO COUNTY TAX OFFICE
Attention To: MARY JACKSON
2804 S BUSINESS HWY 281

EDINBURG , TX 78539
Contact: MARY
JACKSON 956.289.7472

Customer P.O. # HP 451NW QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	UPS Ground	Request Terms	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
7	2612968	HP CLJ PRO 400 M451NW Mfg#: CE956A#BGJ Contract: Texas HP DIR SDD 1364 DIR SDD-1364	406.83	2,847.81
		SUBTOTAL		2,847.81
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL $ 2,847.81

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6472

RECEIVED BY
COUNTY AUDITOR
DEC 28 AM 11 42

20674

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

Purchase Order
COUNTY OF HIDALGO

PO#: 684979

DATE: 12/13/12

VENDOR: 153915 REQ:00227564

Email:

Phone:

CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Vendor Acct:

BUYER:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

Contract No: DIR SDD - 1364

Special Instructions:

C-207

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER 20674 8,202.74		
		DIR SDD - 1364		
7	EACH	CO ASSET #'S 57249, 57250, 57251 ,57252, 57253, 57254, 57255	406.83	2,847.81
		HP CLJ PRO 400 M451NW MFG: CE956A#BGJ CONTRACT: TEXAS HP DIR SDD 1364		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,847.81

****

For Hidalgo County use only

2-1100-415-15-140-001-0-665 ✓ 2,847.81

Approved

need approval too

Authorized by: Martha L. Salazar

G755700-00	12/14/12	JOHN CHARGO		684979

Order No.	Customer	Terms	Ship Via
G755598	6340031	Net 30 Days-Govt State/Local	UPS Ground

Item	Qty	Description	Price	Total
SPDLBL	1	H-P-CE956A#BGJ 59.2 0 HP CLJ PRO 400 M451NW		

0794171 REPRINT 12:30:58 145	Your account will be billed for this shipment. This document is your packing list.	Sub-Total Shipping Sales Tax Total	

CDW Government
230 North Milwaukee Ave

Trk # 1Z 9R1 40W 42 8287

Please Keep All Boxes and Packing Intact.
Materials and Cartons. For Technic

LIFT

CDW
2612968
30B-G01

G755700 00 001
Box 001 of 007

UPS GROUND
TRACKING #: 1Z 9R1 40W 03 8287 8446

SHIP TO
MARY JACKSON
EDINBURG TX 78539
PO #: 684979

HIDALGO COUNTY TAX OFFICE
2804 S BUSINESS HWY 281

RECEIVED BY
COUNTY LABELING JOB
2012 DEC 28 AM 7:48

685056

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

IDALGO COUNTY AUDITOR'S OFFICE
ounty Administration Building 3rd Floor
308 S. Business Highway 281
dinburg, Texas 78539-6243
HONE: (956) 318-2511
AX: (956) 318-2577
VEBSITE: www.co.hidalgo.tx.us/auditor

FILE COPY

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/14/2013

TO: Mary Garcia

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar CS

PHONE: (956)-318-2511 ext 4625

REFERENCE: CDW GOVERNMENT INC. Invoice #V414039

THE FOLLOWING DOCUMENT (S), i.e. ~~Invoice #V414039~~ IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.

* over $1,500.00 $ 4,707.15

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

[redacted] REMIT PAYMENT TO: [redacted]

INVOICE

ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
V414039	12/14/12	6340031
SUBTOTAL	**SHIPPING**	**SALES TAX**
$4,707.15	$0.00	$0.00
DUE DATE		**AMOUNT DUE**
01/13/13		$4,707.15

922 1 MB 0.404 E0195X I0327 D599130158 P1277618 0001:0001

HIDALGO COUNTY TAX OFFICE
PO BOX 178
EDINBURG TX 78540-0178

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
12/14/12	V414039	Net 30 Days	01/13/13
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
12/14/12	UPS Ground	685056	6340031

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2262607	FUJITSU CLR DPLX DOCMNT SCAN FI-6110 Manufacturer Part Number: PA03607-B005 Serial No: 028311 Serial No: 028318 Serial No: 028321 Serial No: 028322 Serial No: 028336 Serial No: 028347 Serial No: 028361	7	7	0	672.45	4,707.15

INVOICE RECEIVED BY: [redacted] on 12/27/12
GOODS/SERVICES RECEIVED BY: [redacted] on 12/27/12

Bulk 12/26/12

2012 DEC 28 AM 11:42
RECEIVED BY
COUNTY AUDITOR

2 1246-415-15-140.0030.661

POH 685056

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:		
JUAN CAMARGO 312-705-6272 juancam@cdwg.com	HIDALGO COUNTY TAX OFFICE MARY JACKSON 2804 S BUSINESS HWY 281 EDINBURG TX 78539	SUBTOTAL	$4,707.15
		SHIPPING	F $0.00
		SALES TAX	$0.00
SALES ORDER NUMBER		AMOUNT DUE	$4,707.15
G756599			

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DDBZ100	6324564	12/7/2012

BILL TO:
MARY JACKSON
2804 S BUSINESS HWY 281

Accounts Payable
EDINBURG , TX 78539

Customer Phone #956.289.7472

SHIP TO:
HIDALGO COUNTY TAX OFFICE
Attention To: MARY JACKSON
2804 S BUSINESS HWY 281

EDINBURG , TX 78539
Contact: MARY
JACKSON 956.289.7472

Customer P.O. # FUJITSU 6110 QUOTE

Req# 227566

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	UPS Ground	Request Terms	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
7	2262607	FUJITSU CLR DPLX DOCMNT SCAN FI-6110 Mfg#: PA03607-B005 Contract: TCPN - Technology Solutions R5106	672.45	4,707.15
		SUBTOTAL		4,707.15
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 4,707.15

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6472

RECEIVED BY
COUNTY AUDITOR
2012 DEC 28 AM 11 42

661

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

This equipment may be covered by a manufacturer "take back" or electronic recycling program in your State. For more information see www.cdwg.com/wheretorecycle on www.cdwg.com or check with your State environmental agency.

CDW Government

Order Number	Order Date	Account Manager	PO Number
G756599-00	12/14/2012	JUAN CAMARGO	685056

Customer #	Terms	Ship Via
6340031	Net 30 Days-Govt State/Local	UPS Ground

Item	Qty	Description	Price	Total
2262607	7	FJU-PA03607-B005 FUJITSU CLR DPLX DOCMNT SCAN FI-611		

17:00:45	Your account will be billed for this shipment	Sub-Total	
P01C 0W07		Shipping	
		Sales Tax	

613.29

RECEIVED BY
COUNTY AUDITOR
2012 DEC 28 AM 11 42

...ed without
...or Technical Support or Returns
... 383-4239.
...nt

·Z9R140W03827821S6 OE761BS
TNL:

Klist® 08/2012 Pat. 6,616,189 & 6,953,207 Pat Pending ·

RECEIVED BY
COUNTY AUDITOR
2012 DEC 28 AM 11 42

UPS GROUND
TRACKING #: 1Z 9R1 40W 03 8278 1746

Tracking #: 1Z9R140W0382781746

FJU-PA03607-B005/2262807
028321

(EDINBURG) HIDALGO COUNTY TAX OFFICE
804 S BUSINESS HWY 281

ATTN: JACKSON
EDINBURG TX 78539
PO #: 685056
G756843 00 001

Box 001 of 007

Tracking #: 1Z9R140W0382782129

Government
North Milwaukee Ave.
Hills, IL 60061

FJU-PA03607-B005/2262607
028347

DALGO COUNTY TAX OFFICE
S BUSINESS HWY 281

RY JACKSON
INBURG TX 78539
#: 685056
G756643 00 002

Box 002 of 007

S GROUND
KING #: 1Z 9R1 40W 03 8278 2129

RECEIVED BY
COUNTY AUDITOR

Tracking #: 1Z9R140W0382782138

Government
North Milwaukee Ave.
Hills, IL 60061

FJU-PA03607-B005/2262607
028322

DALGO COUNTY TAX OFFICE
S BUSINESS HWY 281

RY JACKSON
INBURG TX 78539
#: 685056
G756643 00 003

SCC APPLIED
UPS
AH OS DW
OL WT
DO NOT DUPLICATE

Box 003 of 007

UPS GROUND
KING #: 1Z 9R1 40W 03 8278 2138

Purchase Order

COUNTY OF HIDALGO

PO#: 685056

DATE: 12/14/12

VENDOR: 153915 REQ:00227566

Email:

Phone:

CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ndor Acct:

BUYER:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

ecial Instructions:

Contract No: TCPN R5106

C-208

ENDOR NOTES

DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED.
OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

ANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT: TCPN R5106 20488 46,917.58		
7	EACH	CO ** ASSET # 57258 - 57264 ** FUJITSU CLR DUPLX DOCMNT SCAN FI-6110 MFG: PA03607-B005 CONTRACT: TCPN R5106	672.45	4,707.15
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		4,707.15
		********** For Hidalgo County use only 2-1246-415-15-140-003-0-661 ✓ 4,707.15		
		Approved ----------		
		– Email – to Jay		

Authorized by: Martha L. Salazar

Tracking #: 1Z9R140W0382782147

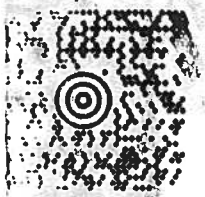
...W Government
... North Milwaukee Ave.
... non Hills, IL 60061

FJU-PA03607-B005/2262607
028336

IDALGO COUNTY TAX OFFICE
804 S BUSINESS HWY 281

...RY JACKSON
...INBURG TX 78539
... #: 685056
... G756641 00 004

Box 004 of 007





UPS GROUND
...CKING #: 1Z 9R1 40W 03 8278 2147



Tracking #: 1Z9R140W0382782156

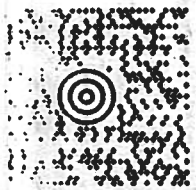
... Government
... North Milwaukee Ave.
... non Hills, IL 60061

FJU-PA03607-B005/2262607
028361

IDALGO COUNTY TAX OFFICE
804 S BUSINESS HWY 281

...RY JACKSON
...INBURG TX 78539
... #: 685056
... G756643 00 005

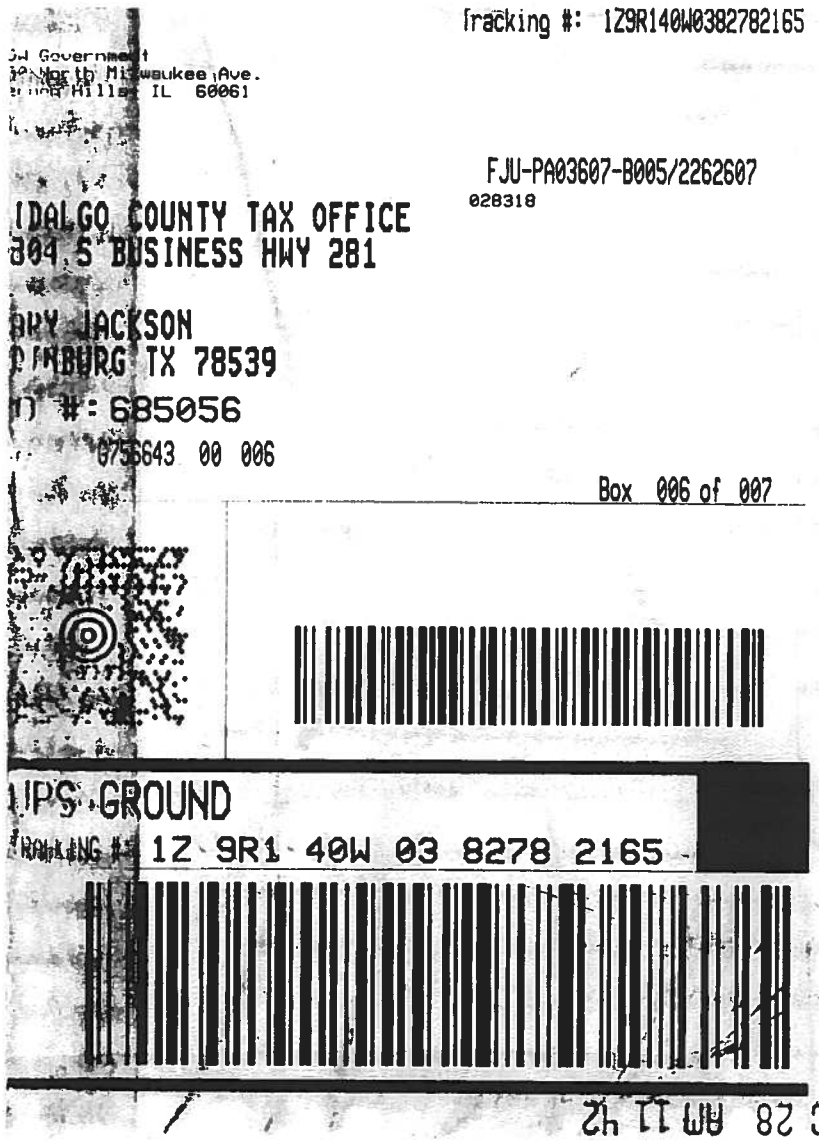
Box 005 of 007





UPS GROUND
TRACKING #: 1Z 9R1 40W 03 8278 2156





Tracking #: 1Z9R140W0382782165

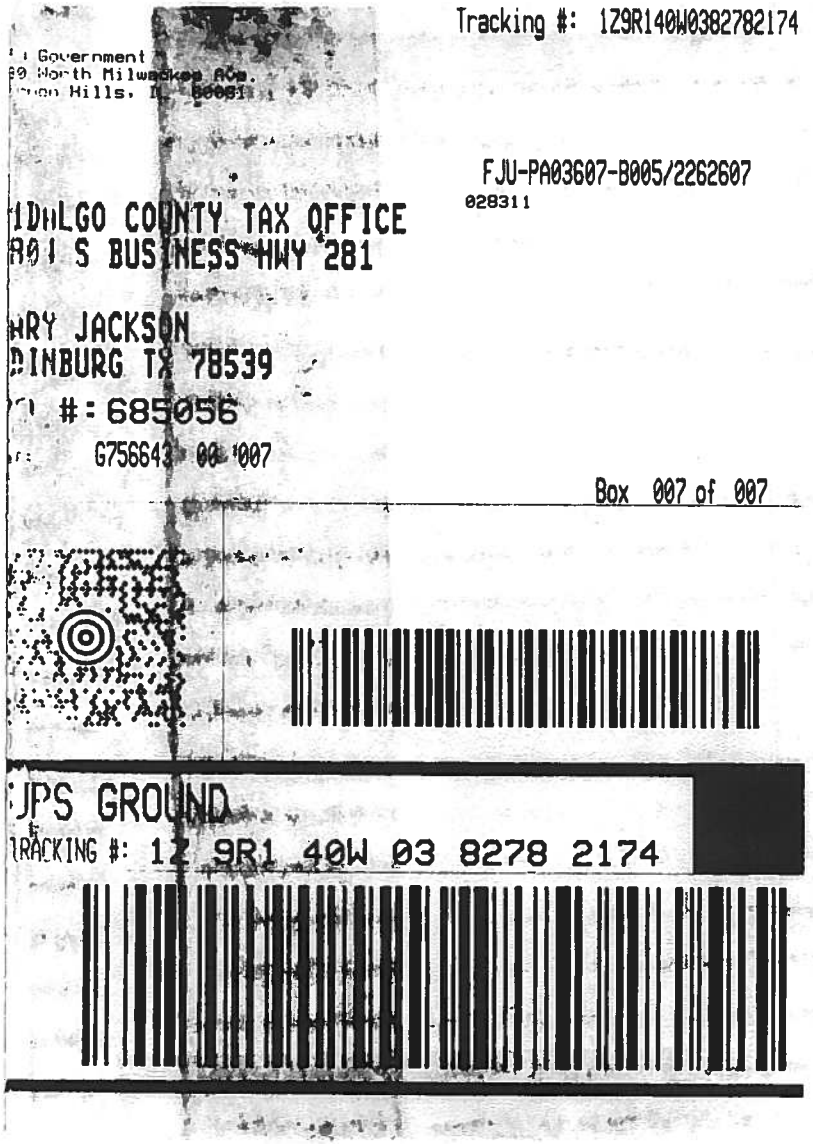
FJU-PA03607-B005/2262607
028318

IDALGO COUNTY TAX OFFICE
804 S BUSINESS HWY 281

BRY JACKSON
INBURG TX 78539
#: 685056
G756643 00 006

Box 006 of 007

UPS GROUND
TRACKING #: 1Z 9R1 40W 03 8278 2165



Tracking #: 1Z9R140W0382782174

FJU-PA03607-B005/2262607
028311

IDALGO COUNTY TAX OFFICE
804 S BUSINESS HWY 281

HRY JACKSON
INBURG TX 78539
#: 685056
G756643 00 007

Box 007 of 007

UPS GROUND
TRACKING #: 1Z 9R1 40W 03 8278 2174

RECEIVED BY
COUNTY AUDITOR
2012 DEC 28 AM 11 42

Purchase Order

COUNTY OF HIDALGO

PO#: 685056

DATE: 12/14/12

VENDOR: 153915 REQ:00227566

Email:

Phone:

CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Vendor Acct:

BUYER:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

Special Instructions:

Contract No: TCPN R5106

C-208

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT: TCPN R5106		
7	EACH	CO ** ASSET # 57258 - 57264 ** FUJITSU CLR DUPLX DOCMNT SCAN FI-6110 MFG: PA03607-B005 CONTRACT: TCPN R5106	672.45	4,707.15
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		4,707.15
		********** For Hidalgo County use only 2-1246-415-15-140-003-0-661 4,707.15		
		Approved ----------		
	—	Email - to Jay		

Authorized by: Marissa L. Salazar

685231

FILE COPY

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 01/14/2013

TO: Mary Garcia

FROM: Connie Salazar C.S.

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

PHONE: (956)-318-2511 ext 4625

REFERENCE: GATEWAY PRINTING & OFFICE SUPPLY, INC. Invoice #3615578-1

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #3615578-1*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

06

$ 54.93.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED -- PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.**

* over $ 1,500.00 Toners

$ 6090.33

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

GATEWAY
PRINTING • OFFICE SUPPLIES • OFFICE FURNITURE

PLEASE REMIT TO:
315 S. CLOSNER, EDINBURG, TX 78539
TERMS: DUE NET 10th OF MONTH FOLLOWING PURCHASE
RETURNS MUST BE DONE WITHIN 30 DAYS, IN RESALEABLE CONDITION

12/28/12 3615578-1
SALESMAN ~~4154 TIME~~ 06:43:55
GL:41 INV: 8 WRITER ECIN PAGE 1
PHONE 956-318-2157

JSTOMER # 498 DEPT CHARGE PO #685231
BILLING ADDRESS INVOICE SHIPPING ADDRESS
:DALGO CO TAX OFFICE ROUTE # 0807 HIDALGO CO TAX OFFICE

)02 S BUS HWY 281 PACKER#1103 2802 S BUS HWY 281
)INBURG TX 78539 EDINBURG TX 78539

RECEIVED BY COUNTY AUDITOR'S OFFICE
2013 JAN 7 PM 4:22

N	ITEM NBR.	CO.	ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	T	EXTENDED
**** INVENTORY FROM LOCATION (8)										
			Customer P/O#TXMAS-5-75020-13							
			Who Called : Hidalgo Co Tax Assessor & Coll							
	C8543X ✓		HEW CRTDG,SMTPRT,LJ 9000 SRS	EA	1		1	290.890	C	290.69
Z1	Q5950A		HEW CRTDG,LSR,F/4700,BK	EA	1	1		292.840	C	.00
02	CC530A		HEW CRTDG,PRNT,BLK,CLJ,CC530A	EA	1	1		113.740	C	.00
			Phone: --							
			Email: mary.garcia@taxoffice.co.hidalgo.tx.us							
			SHIPPED WEIGHT (15.850)							

12/28/17 PO#685231. Customer needs credit needs to close P.O #

x Mary Garcia (Ruben)

SUB-TOTAL 290.69

3615578-1

TOTAL 290.69

CORPORATE
315 S. CLOSNER BLVD.
EDINBURG, TEXAS 78539
PHONE: (956) 383-3861
FAX: (956) 383-4674

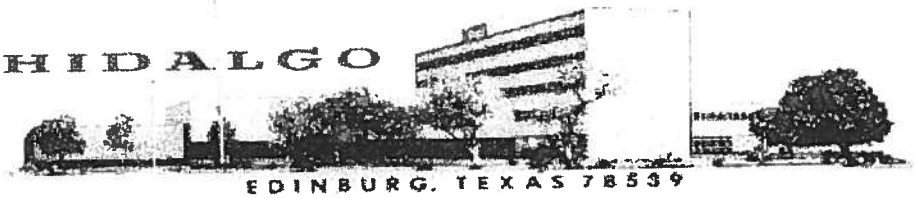
1460 N. EXPRESSWAY 77/83
BROWNSVILLE, TEXAS 78520
PHONE: (956) 546-0632
FAX: (956) 546-0640

11889 STARCREST DR.
SAN ANTONIO, TEXAS 78247
PHONE: (210) 650-3995
FAX: (210) 650-5506

4934 GREENWOOD DR.
CORPUS CHRISTI, TEXAS 78416
PHONE: (361) 225-0772
FAX: (361) 225-3055

13003 SOUTHWEST FRWY., SUITE 170
STAFFORD, TEXAS 77477
PHONE: (281) 277-6500
FAX: (281) 277-6503

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/14/2013

TO: Mary Garcia

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar CS

PHONE: (956)-318-2511 ext 4625

REFERENCE: GATEWAY PRINTING & OFFICE SUPPLY, INC. Invoice #3615578-2

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #3615578-2*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C | RODOLFO DELGADO JUDGE, 93RD D.C. | J R "BOBBY" FLORES JUDGE, 139TH D.C | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C | AIDA SALINAS FLORES JUDGE, 398TH D.C.

GATEWAY
PRINTING • OFFICE SUPPLIES • OFFICE FURNITURE

PLEASE REMIT TO:
315 S. CLOSNER, EDINBURG, TX 78539
TERMS: DUE NET 10th OF MONTH FOLLOWING PURCHASE
RETURNS MUST BE DONE WITHIN 30 DAYS, IN RESALEABLE CONDITION

12/31/12 3615578-2
SALESMAN 4154 TIME 06:55:34
WRITER ECIN PAGE 1
PHONE 956-318-2157
PO #685231

GL:41 INV: 8

CHARGE
INVOICE
ROUTE # 0807

PACKER# 825

ISTOMER # 498 DEPT
BILLING ADDRESS
DALGO CO TAX OFFICE

)02 S BUS HWY 281
)INBURG TX 78539

SHIPPING ADDRESS
HIDALGO CO TAX OFFICE
2802 S BUS HWY 281
EDINBURG TX 78539

2

RECEIVED BY COUNTY AUDITOR 2013 JAN 4 PM 12:

N	ITEM NBR.	CO.	ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	EXTENDED
**** INVENTORY FROM LOCATION (8)									
			Customer P/O#TXMAS-5-75020-13						
			Who Called : Hidalgo Co Tax Assessor & Coll						
Z1	Q5950A ✓		HEW CRTDG,LSR,F/4700,BK	EA	1		1	192.840 C	192.84
02	CC530A ✓		HEW CRTDG,PRNT,BLK,CLJ,CC530A	EA	1		1	113.740 C	113.74

Phone: --
Email: mary.garcia@taxoffice.co.hidalgo.tx.us
SHIPPED WEIGHT (6.830)

INVOICE RECEIVED BY: on 12/31/12
GOODS/SERVICES RECEIVED BY: on 12/31/12

Refused Customer needs

PO#685231 01-02-2013

SUBTOTAL 306.58

3615578-2 TOTAL 306.58

CORPORATE
315 S. CLOSNER BLVD.
EDINBURG, TEXAS 78539
PHONE: (956) 383-3661
FAX: (956) 383-4674

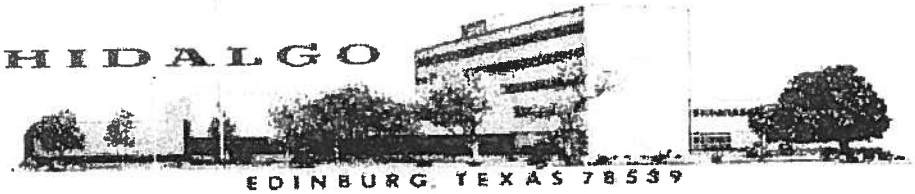
1460 N. EXPRESSWAY 77/83
BROWNSVILLE, TEXAS 78520
PHONE: (956) 546-0632
FAX: (956) 546-0640

11889 STARCREST DR.
SAN ANTONIO, TEXAS 78247
PHONE: (210) 650-3995
FAX: (210) 650-5506

4934 GREENWOOD DR.
CORPUS CHRISTI, TEXAS 78416
PHONE: (361) 225-0772
FAX: (361) 225-3055

13003 SOUTHWEST FRWY., SUITE 170
STAFFORD, TEXAS 77477
PHONE: (281) 277-6500
FAX: (281) 277-6503

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/14/2013

TO: Mary Garcia

DEPARTMENT: (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar C.S

PHONE: (956)-318-2511 ext 4625

REFERENCE: GATEWAY PRINTING & OFFICE SUPPLY, INC. Invoice #3615578-0

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #3615578-0*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: On November 27, 2012 Commissioners Court approved the "Exiting Elected Official Expenditure Policy" pursuant to Local Government Code Section 130.908. The policy requires Commissioners Court approval of expenditures that exceed $1,500.00 therefore payment cannot be processed for this invoice.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C	JUDGE, 139TH D.C.	JUDGE, 206TH D.C	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C	JUDGE, 398TH D.C

GATEWAY

PRINTING • OFFICE SUPPLIES • OFFICE FURNITURE

PLEASE REMIT TO:
315 S. CLOSNER, EDINBURG, TX 78539
TERMS: DUE NET 10th OF MONTH FOLLOWING PURCHASE
RETURNS MUST BE DONE WITHIN 30 DAYS, IN RESALEABLE CONDITION

12/27/12 3615578-0
SALESMAN 4154 TIME 07:40:23
GL:41 INV: 8 WRITER ECIN PAGE 1
PHONE 956-318-2157
PO #685231

STOMER # 498 DEPT
BILLING ADDRESS
DALGO CO TAX OFFICE

CHARGE
INVOICE
ROUTE # 0807

SHIPPING ADDRESS
HIDALGO CO TAX OFFICE

25

02 S BUS HWY 281
INBURG TX 78539

PACKER#1103

2802 S BUS HWY 281
EDINBURG TX 78539

RECEIVED BY COUNTY AUDITOR 2013 JAN 4 PM 12:

N	ITEM NBR.	CO.	ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE		EXTENDED
	*** INVENTORY FROM LOCATION (8)									
			Customer P/O#TXMAS-5-75020-13							
			Who Called : Hidalgo Co Tax Assessor & Coll							
	C8543X		HEW CRTDG,SMTPRT,LJ 9000 SRS	EA	1	1		250.690	C	.00
Z1	Q5950A		HEW CRTDG,LSR,F/4700,BK	EA	1	1		192.840	C	.00
S2	Q5951A ✓		HEW CRTDG,LSR,F/4700,CYN	EA	1		1	273.590	C	273.59
J2	Q5952A ✓		HEW CRTDG,LSR,F/4700,YW	EA	1		1	273.590	C	273.59
U1	Q5953A ✓		HEW CRTDG,LSR,F/4700,MA	EA	1		1	273.590	C	273.59
	CF280X ✓		HEW CARTRIDGE,LJ,HP 80X,BK	EA	6		6	170.040	C	1020.24
	CE505D ✓		HEW CRTDGS,CE505A,BK,DUAL PK	BX	4		4	154.840	C	619.36
	CE505XD ✓		HEW CRTDG,LJ,P2055,HY,BK,2 PK	BX	2		2	283.090	C	566.18
02	CC530A ✓		HEW CRTDG,PRNT,BLK,CLJ,CC530A	EA	1	1		113.740	C	.00
	CF340A ✓		HEW CRTDGS,HP 304A,CYN,YW&MA	BX	1		1	315.390	C	315.39
	Q5949XD ✓		HEW CRTDG,TNR,LJ,DUAL 49X,BLACK	BX	8		8	268.990	C	2151.12
	Phone: --									

CONTINUED

INVOICE RECEIVED BY: [signature] on 12/27/12
GOODS/SERVICES RECEIVED BY: [signature] on 12/27/12

Mary Lucci 12/27/12
PO# 685231

2-1100-415-15-140.001-0 601

CORPORATE
315 S. CLOSNER BLVD.
EDINBURG, TEXAS 78539
PHONE: (956) 383-3861
FAX: (956) 383-4674

1460 N. EXPRESSWAY 77/83
BROWNSVILLE, TEXAS 78520
PHONE: (956) 546-0632
FAX: (956) 546-0640

11889 STARCREST DR.
SAN ANTONIO, TEXAS 78247
PHONE: (210) 650-3995
FAX: (210) 650-5506

4934 GREENWOOD DR.
CORPUS CHRISTI, TEXAS 78416
PHONE: (361) 225-0772
FAX: (361) 225-3055

13003 SOUTHWEST FRWY., SUITE 170
STAFFORD, TEXAS 77477
PHONE: (281) 277-6500
FAX: (281) 277-6503

GATEWAY

PRINTING • OFFICE SUPPLIES • OFFICE FURNITURE

PLEASE REMIT TO:
315 S. CLOSNER, EDINBURG, TX 78539
TERMS: DUE NET 10th OF MONTH FOLLOWING PURCHASE
RETURNS MUST BE DONE WITHIN 30 DAYS, IN RESALEABLE CONDITION

12/27/12 3615578-0
SALESMAN 4154 TIME 07:40:23
GL:41 INV: 8 WRITER ECIN PAGE 2
PHONE 956-318-2157
ISTOMER # 498 DEPT CHARGE PO #685231
BILLING ADDRESS INVOICE SHIPPING ADDRESS
DALGO CO TAX OFFICE ROUTE # 0807 HIDALGO CO TAX OFFICE
)02 S BUS HWY 281 PACKER#1103 2802 S BUS HWY 281
INBURG TX 78539 EDINBURG TX 78539

N	ITEM NBR.	CO.	ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED
	**** INVENTORY FROM LOCATION (8)									

Email: mary.garcia@taxoffice.co.hidalgo.tx.us
SHIPPED WEIGHT (113.210)

RECEIVED BY
COUNTY AUDITOR
2013 JAN 7 PM 4 22

EMIT TO: 315 S. CLOSNER EDINBURG, TX 78539

SUB-TOTAL 5493.06

3615578-0

TOTAL 5493.06

CORPORATE
315 S. CLOSNER BLVD.
EDINBURG, TEXAS 78539
PHONE: (956) 383-3861
FAX: (956) 383-4674

1460 N. EXPRESSWAY 77/83
BROWNSVILLE, TEXAS 78520
PHONE: (956) 546-0632
FAX: (956) 546-0640

11889 STARCREST DR.
SAN ANTONIO, TEXAS 78247
PHONE: (210) 650-3995
FAX: (210) 650-5506

4934 GREENWOOD DR.
CORPUS CHRISTI, TEXAS 78416
PHONE: (361) 225-0772
FAX: (361) 225-3055

13003 SOUTHWEST FRWY., SUITE 170
STAFFORD, TEXAS 77477
PHONE: (281) 277-6500
FAX: (281) 277-6503

Req# 220821

GATEWAY
PRINTING • OFFICE SUPPLIES • OFFICE FURNITURE

Status:	Shopping Cart
Reference Number:	
Date:	12/18/2012
Account #:	498: HIDALGO CO TAX OFFICE
Department:	Blank Department
Who Called:	Hidalgo Co Tax Assessor & Collector

315 South Closner
Edinburg, TX 78539
Phone: (956) 383-3861 Fax: (956) 383-4674
www.ecinteractive.com/4028/ECILogin.aspx
(eci@gatewayp.com)

Bill To:	Ship To:
HIDALGO CO TAX OFFICE 2802 S BUS HWY 281 EDINBURG, TX 78539	
TXMAS Contract #:	**PO #:**

#	SKU	Description and Comments	Qty	Unit	Price	Ext
1	HEWC8543X	Toner Cartridge, 30000 Page Yield, Black	1	Each	$290.69	$290.69
2	HEWQ5950A	Print Cartridge, 11000 Page Yield, Black	1	Each	$192.84	$192.84
3	HEWQ5951A	Print Cartridge, 10000 Page Yield, Cyan	1	Each	$273.59	$273.59
4	HEWQ5952A	Print Cartridge, 10000 Page Yield, Yellow	1	Each	$273.59	$273.59
5	HEWQ5953A	Print Cartridge, 10000 Page Yield, Magenta	1	Each	$273.59	$273.59
6	HEWCF280X	HP 80X Toner Cartridge - Black	6	Each	$170.04	$1,020.24
7	HEWCE505D	HP 05A Toner Cartridge	4	Box	$154.84	$619.36
8	HEWCE505XD	HP Toner Cartridge	2	Box	$283.09	$566.18
9	HEWCC530A	Print Cartridge, 3500 Page Yield, Black	1	Each	$113.74	$113.74
10	HEWCF340A	HP 304A Toner Cartridge - Cyan, Magenta, Yellow	1	Box	$315.39	$315.39
11	HEWQ5949XD	HP 49XD Dual Pack Black Toner Cartridge	8	Box	$268.89	$2,151.12
					Items:	$6,090.33
					Shipping:	$0.00
					Subtotal:	$6,090.33
					Tax:	$0.00
					Total:	**$6,090.33**

Shipping Instructions:

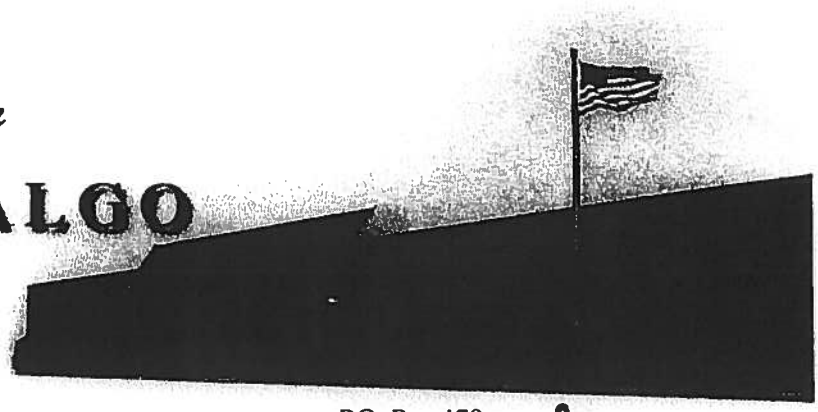
Special Instructions:

RECEIVED BY
COUNTY AUDITOR
2013 JAN 7 PM 4 22

Thank you.

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2713

Pablo (Paul) Gutierrez Jr. 1/18/13

To: *Raymundo Eufracio, County Auditor*
Hidalgo County Auditor Department

From: *Armando Barrera Jr. Tax Assessor/Collector*
Hidalgo County Tax Office

Date: *January 16, 2013*

Re: *Gateway Printing*

Please credit invoices: C3615578-2 dated 01/07/13 in the amount of $306.58. We did not receive an original credit invoice. Po: 685231

Should you have any questions please call Mary Garcia at (956) 289-7472.

Account No. 2-1100-415-15-140-001-0-601

RECEIVED BY
COUNTY AUDITOR
2013 JAN 18 PM 1 13

GATEWAY
NTING • OFFICE SUPPLIES • OFFICE FURNITURE

PHONE 956-383-3861

DATE 01/07/13 ORDER # C3615578-2

SALESMAN 4154 TIME 09:56:35
WRITER 808 PAGE 1
FEDERAL # 74-1502629

CUSTOMER # 498 DEPT
BILLING ADDRESS
HIDALGO CO TAX OFFICE

2802 S BUS HWY 281
EDINBURG TX 78539

CREDIT INVOICE
ROUTE # 0807
REPRINT

PO #685231
SHIPPING ADDRESS
HIDALGO CO TAX OFFICE

2802 S BUS HWY 281
EDINBURG TX 78539

ITEM NBR.	CO.	DESCRIPTION	UN	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED
***** INVENTORY FROM LOCATION (8)									
		Customer P/O#TXMAS-5-75020-13							
Q5950A	HEW	CRTDG,LSR,F/4700,BK	EA	1		1	192.840	C	-192.84
CC530A	HEW	CRTDG,PRNT,BLK,CLJ,C	EA	1		1	113.740	C	-113.74
		SHIPPED WEIGHT (6.830)							

INVOICE RECEIVED BY: on 01/17/13
GOODS/SERVICES RECEIVED BY: on 12/27/13

P.O.# 685231

2 1100-415-15-140-001-0 601

Pablo (Paul) Villarreal Jr.
1/21/13

RECEIVED BY
COUNTY AUDITOR
2013 JAN 18 PM 1 13

THIS CREDIT WILL BE APPLIED TO THE ORIGINAL

SUB-TOTAL 306.58

CREDIT -306.58

GATEWAY
PRINTING • OFFICE SUPPLIES • OFFICE FURNITURE

Status:	Submitted.
Reference Number:	3615578-0
Date:	12/18/2012
Account #:	498: HIDALGO CO TAX OFFICE
Department:	Blank Department
Who Called:	Hidalgo Co Tax Assessor & Collector

315 South Closner
Edinburg, TX 78539
Phone: (956) 383-3861 Fax: (956) 383-4674
www.ecinteractive.com/4028/ECILogIn.aspx
(eci@gatewayp.com)

Bill To:	Ship To:
HIDALGO CO TAX OFFICE 2802 S BUS HWY 281 EDINBURG, TX 78539	HIDALGO CO TAX OFFICE 2802 S BUS HWY 281 EDINBURG, Texas 78539
TXMAS Contract #: TXMAS-5-75020-13	**PO #: 685231**

#	SKU	Description and Comments	Qty	Unit	Price	Ext
100	HEWC8543X	Toner Cartridge, 30000 Page Yield, Black	1	Each	$290.69	$290.69
105	HEWQ5950A	Print Cartridge, 11000 Page Yield, Black	1	Each	$192.84	$192.84
110	HEWQ5951A	Print Cartridge, 10000 Page Yield, Cyan	1	Each	$273.59	$273.59
115	HEWQ5952A	Print Cartridge, 10000 Page Yield, Yellow	1	Each	$273.59	$273.59
120	HEWQ5953A	Print Cartridge, 10000 Page Yield, Magenta	1	Each	$273.59	$273.59
125	HEWCF280X	HP 80X Toner Cartridge - Black	6	Each	$170.04	$1,020.24
130	HEWCE505D	HP 05A Toner Cartridge	4	Box	$154.84	$619.36
135	HEWCE505XD	HP Toner Cartridge	2	Box	$283.09	$566.18
140	HEWCC530A	Print Cartridge, 3500 Page Yield, Black	1	Each	$113.74	$113.74
145	HEWCF340A	HP 304A Toner Cartridge - Cyan, Magenta, Yellow	1	Box	$315.39	$315.39
150	HEWQ5949XD	HP 49XD Dual Pack Black Toner Cartridge	8	Box	$268.89	$2,151.12
					Items:	$6,090.33
					Shipping:	$0.00
					Subtotal:	$6,090.33
					Tax:	$0.00
					Total:	**$6,090.33**

RECEIVED BY
COUNTY AUDITOR
2013 JAN 7 PM 4 22

Shipping Instructions:

Special Instructions:

Thank you.

Maria Garcia

From: Order Confirmation [support@gatewayp.com]
Sent: Wednesday, December 26, 2012 10:46 AM
To: Hidalgo Co Tax Assessor & Collector
Cc: butch@gatewayp.com
Subject: Confirmation from Gateway Printing & Office Supply (3615578-0)

Gateway Printing & Office Supply
315 South Closner

Edinburg, TX 78539
Phone: (956) 383-3861
Fax: (956) 383-4674

Your purchase detail appears below. You may view the status of your order here or you may contact us directly.

Order Information	
Status:	Order Submitted
Reference #:	3615578-0
Order Date:	Dec 18, 2012 12:41 PM
Account #:	498
Department:	- Blank Department

Submission Information	
Submitted By:	Hidalgo Co Tax Assessor & Collector
Email:	mary.garcia@taxoffice.co.hidalgo.tx.us
Phone #:	--

Long PO Number:	TXMAS-5-75020-13

Short PO Number:	685231

Bill To:	Ship To:
HIDALGO CO TAX OFFICE 2802 S BUS HWY 281 EDINBURG, TX 78539	HIDALGO CO TAX OFFICE 2802 S BUS HWY 281 EDINBURG, TX 78539

RECEIVED BY COUNTY AUDITOR 2013 JAN 7 PM 4 23

#	Item #	Description and Comments	List Price	Price	Qty	Unit	Ext
1	HEWC8543X	Toner Cartridge, 30000 Page Yield, Black	$424.81	$290.69	1	EA	$290.69
2	HEWQ5950A	Print Cartridge, 11000 Page Yield, Black	$273.94	$192.84	1	EA	$192.84
3	HEWQ5951A	Print Cartridge, 10000 Page Yield, Cyan	$389.52	$273.59	1	EA	$273.59
4	HEWQ5952A	Print Cartridge, 10000 Page Yield,	$389.52	$273.59	1	EA	$273.59

		Yellow					
5	HEWQ5953A	Print Cartridge, 10000 Page Yield, Magenta	$389.52	$273.59	1	EA	$273.59
6	HEWCF280X	HP 80X Toner Cartridge - Black	$244.60	$170.04	6	EA	$1,020.24
7	HEWCE505D	HP 05A Toner Cartridge	$221.54	$154.84	4	BX	$619.36
8	HEWCE505XD	HP Toner Cartridge	$406.51	$283.09	2	BX	$566.18
9	HEWCC530A	Print Cartridge, 3500 Page Yield, Black	$170.79	$113.74	1	EA	$113.74
10	HEWCF340A	HP 304A Toner Cartridge - Cyan, Magenta, Yellow	$453.68	$315.39	1	BX	$315.39
11	HEWQ5949XD	HP 49XD Dual Pack Black Toner Cartridge	$418.70	$268.89	8	BX	$2,151.12
						Subtotal:	$6,090.33
						Shipping:	$0.00
						Tax:	$0.00
						Total:	**$6,090 33**

Shipping Instructions:

Special Instructions:

As always, thank you for visiting www.gatewayp.com

RECEIVED BY
COUNTY AUDITOR
2013 JAN 7 PM 4 22

Purchase Order

COUNTY OF HIDALGO

PO#: 685231

DATE: 12/19/12

VENDOR: 13897 REQ:00227821
FAX (956)383-4674 Email:
Phone:(956)383-3861
GATEWAY PRINTING & OFFICE SUPPLY, INC.
315 SOUTH CLOSNER
EDINBURG TX 78539
Vendor Acct:

BUYER:
SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:
SITE: TAX ASSESSOR-COLLECTOR
Contract No: TXMAS-5-75020-13

Special Instructions:
C-215

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		TXMAS-5-75020-13		
1	EACH	CO HEWC8543X TONER CARTRIDGE BLACK	290.69	290.69
1	EACH	CO HEWQ5950A PRINT CARTRIDGE BLACK	192.84	192.84
1	EACH	CO HEWQ5951A PRINT CARTRIDGE CYAN	273.59	273.59
1	EACH	CO HEWQ5952A PRINT CARTRIDGE YELLOW	273.59	273.59
1	EACH	CO HEWQ5953A PRINT CARTRIDGE MAGENTA	273.59	273.59
6	EACH	CO HEWCF280X HP 80X TONER CARTRIDGE BLACK	170.04	1,020.24
4	BOX	CO HEWCE505D HP 05A TONER CARTRIDGE	154.84	619.36
2	BOX	CO HEWCE505XD HP TONER CARTRIDGE	283.09	566.18
1	EACH	CO HEWCC530A PRINT CARTRIDGE 3500 PAGE YIELD BLACKL	113.74	113.74
1	BOX	CO HEWCF340A HP 304A TONER CARTRIDGE XCYAN, MAGENTA AND YELLOW	315.39	315.39
8	BOX	CO HEWQ5949XD HP 49XD DUAL PACK BLACK TONER CARTRIDGE	268.89	2,151.12
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		6,090.33
		**********		
		For Hidalgo County use only		
		2-1100-415-15-140-001-0-601 6,090.33		
		Approved		

RECEIVED BY COUNTY AUDITOR
2013 JAN 7 PM 4 22

Authorized by: Marcel Salazar

685107

GULF DATA PRODUCTS

810 East Harrison • Harlingen, TX 78550
Tel: (956) 421-5711 • Fax: (956) 425-5535
1-800-825-5395
www.gulfdataproducts.com

INVOICE

DATE 12/28/2012 INVOICE NO. 97970

Bill To

Hidalgo County Tax Assessor-Collector
2804 S. Bus - Hwy 281
Edinburg, Texas 78539-6243

Ship To

3 HCTAXC

P.O. NUMBER	TERMS	DUE DATE	REP	SHIP DATE	SHIP VIA	OUR NO.
685107	Net 30	1/27/2013	RKK	12/28/2012	Delivery	k/38805/02957

ITEM	DESCRIPTION	ORDERED	SHIPPED	UNIT	RATE	AMOUNT
FCF	#10 Std. Window Envelopes - reverse flap	60,000	60000	each	0.0295	1,770.00
GDP PRI...	A/ Double Prong Metal Clasp Envelopes	10	10	Boxes	29.90	299.00
FCF	Business Cards	24	24	Boxes	34.00	816.00
GDP PRI...	B/ 20m - #10 Regular Envelopes	1	1	Box	580.00	580.00

RECEIVED BY COUNTY AUDITOR
2013 JAN 7 PM 4 20

INVOICE RECEIVED BY: [signature] on 12/28/12
GOODS/SERVICES RECEIVED BY: _____ on 12/28/12

P.O.# 685107
2 1100-415-15-140-001-0 550

Pablo (Paul) Villarreal Jr. 12/28/12

RECEIVED BY COUNTY AUDITOR
2013 JAN 7

PRINTING
Letterheads • Envelopes • Business Cards • Labels • Medical Forms
Checks • Invoices • Statements • Purchase Orders • Color Printing

ADVERTISING SPECIALTIES
Pens • Pencils • Koozies • Scratch Pads • Coffee Mugs • Magnets
Thousands of items with your company logo!

Thank You For Your Order

INVOICE TOTAL	$3,465.00
PLEASE PAY THIS AMOUNT	

$ 3465.00

GULF DATA PRODUCTS

810 EAST HARRISON / HARLINGEN, TEXAS 78550
PHONE (956) 421-5711 / (800) 825-5395

DELIVERY TICKET

No. 02952

SHIPPED TO Hidalgo CO. Tax Assessor-Collector
ADDRESS 2804 S. Bus Hwy 281
CITY Edinburg, TX
ORDERED BY

DATE SHIPPED 12/27/12
CUSTOMER'S ORDER NUMBER 685107
OUR NUMBER K-38809
SHIPPED VIA

QUANTITY	STOCK NUMBER	DESCRIPTION
24 bxs	Custom	500/bx Business Cards:
		Eva Mireles, Neida Chavana, Edgar Jaramillo,
		Beckie Vargas, Mary G. Jackson, Noe Lazo,
		Santos Castilleja III, Alicia Ruiz, Martin Cepeda,
		Cesar Solis, Mindy Gonzalez, Ana Cortez, Kristi Torres,
		Mission Tax Office, Mission Auto License Dept.,
		San Juan Sub-Station, Weslaco Tax office,
		Weslaco Auto License Dept., Alamo Sub-Station,
		Pharr Auto-Tax Dept., (2 bxs) Edbg Au
		(2 bxs) Edbg Tax

I ACKNOWLEDGE RECEIPT OF ALL MERCHANDISE LISTED HEREON. THIS MERCHANDISE REMAINS THE PROPERTY OF GULF DATA PRODUCTS UNTIL PAID FOR IN FULL, AND CAN BE RECLAIMED BY GULF DATA PRODUCTS IN THE EVENT OF DELINQUENT NON PAYMENT, I.E. NET 30

Received By

FORM: GDPTICK REV. 1/06

Ask us about our ... PRINTING & PROMOTIONAL ITEMS

RECEIVED BY COUNTY AUDITOR
2013 JAN 7 PM 4 20

GULF DATA PRODUCTS
810 EAST HARRISON / HARLINGEN, TEXAS 78550
PHONE (956) 421-5711 / (800) 825-5395

DELIVERY TICKET

No. 02957

SHIPPED TO Hidalgo Co. Tax Assessor-Collector
DATE SHIPPED 12/28/12
ADDRESS 2804 S. Bus. Hwy 281
CUSTOMER'S ORDER NUMBER 68510
CITY Edinburg, TX
OUR NUMBER Kevin
ORDERED BY
SHIPPED VIA

QUANTITY	STOCK NUMBER	DESCRIPTION
1 Lot	GDP-A	20,000 - #10 Regular Envelopes
10 bxs	GDP-B	1000 - 10½ x 7½ Clasp Envelopes

12/28/12

I ACKNOWLEDGE RECEIPT OF ALL MERCHANDISE LISTED HEREON. THIS MERCHANDISE REMAINS THE PROPERTY OF GULF DATA PRODUCTS UNTIL PAID FOR IN FULL, AND CAN BE RECLAIMED BY GULF DATA PRODUCTS IN THE EVENT OF DELINQUENT NON PAYMENT, I.E. NET 30

Mary Lou
Received By

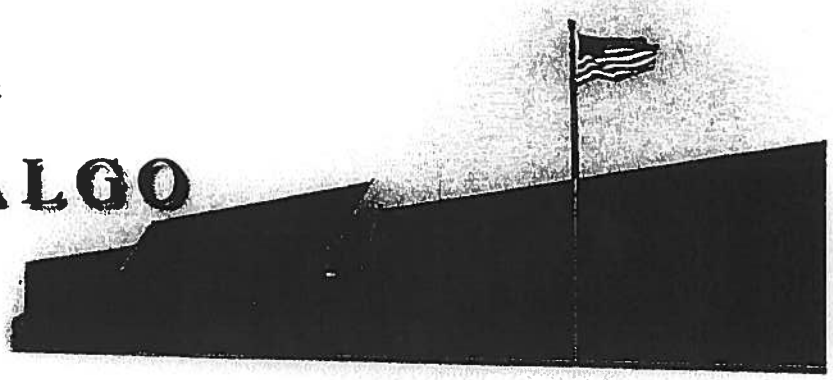
FORM: GDPTICK REV. 1/08

Ask us about our ... PRINTING & PROMOTIONAL ITEMS

RECEIVED BY
COUNTY AUDITOR
2013 JAN 7 PM 4 20

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2[illegible]

To: *Raymundo Eufracio, County Auditor*
Hidalgo County Auditor Department

From: *Armando Barrera Jr. Tax Assessor/Collector*
Hidalgo County Tax Office

Date: *January 3, 2012*

Re: *Gulf Data*

Please pay invoices: 97970 dated 12/28/12 in the amount of $3,465.00. We did not receive an original invoice. Po: 685107

Should you have any questions please call Mary Garcia at (956) 289-7472.

Account No. 2-1100-415-15-140-001-0-550

RECEIVED BY
COUNTY AUDITOR
2013 JAN 7 PM 4 20

Purchase Order

COUNTY OF HIDALGO

PO#: 685107

DATE: 12/17/12

VENDOR: 15261 REQ:00226179
FAX (956)425-5535 Email:
Phone:(800)825-5395
GULF DATA PRODUCTS
810 E. HARRISON
HARLINGEN TX 78550
Vendor Acct:

BUYER:
SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:
SITE: TAX ASSESSOR-COLLECTOR
Contract No: C-12-008B-03-20

Special Instructions:
C-191

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER C-12-008B-03-20 expires 4/15/2013		
60000	EACH	CC ENVELOPES: 4 1/8 X 9 1/2 #10 STANDARD WINDOW, REVERSE FLAP, 24# WITH WINDOW, DIAGONAL SEAM, GYM SEAL PRINTED ENVELOPES SHOULD READ: PABLO (PAUL) VILLARREAL JR. THIS WILL BE FOR THE NEW TAX ASSESSOR COLLECTOR - TAX	.030	1,770.00
10	BOX	CC. ENVELOPES: 10 1/2 X 7 1/2 DOUBLE PRONG METAL CLASP W/REINFORCED EYELETS FOR A SECURE CLOSURE BROWN CLASP ENVELOPES WITH BLACK INKL PRINTING AND BLACK INK SEAL AUTO -LICENSE	29.90	299.00
25	BOX	CC BUSINESS CARDS: FOR THE EDINBURG DEPTS AND SUBSTATION OFFICES/DEPT PABLO (PAUL) VILLARREAL JR 2 QUAN EDBG AUTO 2 QUAN EDBG TAX 2 QUAN (2)- MISSION TAX & AUTO 1 QUAN- SAN JUAN OFFICE 2 QUAN- (2) WESLACO TAX & AUTO 1 QUAN- ALAMO 2 QUAN- PHARR 13 - EVA MIRELES, NEIDA CHAVANA, EDGAR JARAMILLO, BECKIE VARGAS, MARY G. JACKSON, NOE LAZO, SANTOS CASTILLEJA III, ALICIA RUIZ, MARTIN CEPEDA, CESAR SOLIS, MINDY GONZALEZ, ANA CORTEZ,KRISTI TORRES	34.00	850.00
1	BOX	CC ENVELOPES: 4 1/8 X 9 1/2 STND PLAIN ENVELOPES FLAT BLACK PRINT W/BLACK FLAT NO WINDOW TAX QUANTITY OF 20,000	580.00	580.00

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 685107

DATE: 12/17/12

VENDOR: 15261 REQ:00226179
FAX (956)425-5535 Email:
Phone:(800)825-5395
GULF DATA PRODUCTS
810 E. HARRISON
HARLINGEN TX 78550
Vendor Acct:

BUYER:
SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:
SITE: TAX ASSESSOR-COLLECTOR
Contract No: C-12-008B-03-20

Special Instructions:
C-191

VENDOR NOTES

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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1			.00	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		3,499.00
		**********		
		For Hidalgo County use only		
		2-1100-415-15-140-001-0-550 3,499.00		
		Approved		

Authorized by: Martha L. Salazar

AI-36621 **11. L.**

CC CONSENT

Meeting Date: 01/29/2013

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of a correction to AI#36621 to reflect new requisition #229943 necessary from requisition #227697 as previously approved on December 28, 2012 due to ending of fiscal year 2012 and requiring a new requisition to be resubmitted under fiscal year 2013.

BACKGROUND

Requisition #226966 was original assigned and referenced on previous approved agenda however on the last minute notice, the work authorization was revised to reference a new assigned requisition #227697 due to "undetected" deletion of #226966 and as confirmed by Mr. Alex Mortera from Auditor's Office including Precinct One, however, #227697 will now be corrected to #229943 due to reasons stipulated on the caption.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1315-431-00-121-040-0-731

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

BUDGETARY IMPACT:

No fiscal impact on this agenda inasmuch as this is only for clarification purposes of action on previous agenda item.

Req #229943 for TEDSI Infrastructure Group, Inc.; Funds available pending year end rollovers of CIP funds.

Attachments

Previous Agenda

Notice by Precinct One on change of requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/25/2013 02:34 PM
Budget & Management	Obdett Calzada	01/25/2013 02:52 PM
Ivan Cantu	Ivan Cantu	01/25/2013 03:34 PM
Auditor's Office	Angela Garcia	01/25/2013 04:43 PM

Form Started By: Vangie Garcia Started On: 01/24/2013 11:58 AM

Final Approval Date: 01/25/2013

AI-35511 **Purchasing Department** **29. B. 1.**
CC REGULAR
Meeting Date: 12/28/2012
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Work Authorization No. 2 in the amount $148,818.45 thru requisition #227697 amid Contract #C-08-226-09-30 with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 1 for "Mile 2W from US-83 to 0.44 miles north of US-83" project; and

b. Approval to enter into an Interlocal Agreement between the City of Mercedes and Hidalgo County in connection to Contract #C-08-226-09-30 with TEDSI Infrastructure for the "Mile 2 West Road (from US 83 to 0.44 miles north of US 83)"

BACKGROUND

Work Authorization No. 2 in conjunction with TxDot and City Of Mercedes. Said work authorization will be 80% percent reimbursed by TxDot and 20% percent funded through the County which is the percentage amount stipulated on requisition #226966. A new Interlocal with City Of Mercedes has been prepared by Atlas, Hall & Rodriguez for additional scope of services and reimburements that the prior Interlocal with City Of Mercedes did not have. However this Interlocal has been placed for proper action at the next City Of Mercedes meeting and afterwards allowing me to place an agenda item for County approval of document.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-121-040-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Req #227697 for TEDSI Infrastructure Group, Inc.

80% of WA #2 will be funded through TXDOT and 20% will be funded by Co.

20% of 148,818.45 is $29,763.69 to be funded by Co.; funds available as of 12-20-12

Attachments

agreement
Contract-08-226-09-30
TxDot Letter
WA #2
ICA with City of Mercedes

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2012 12:01 PM
Budget & Management	Obdett Calzada	12/13/2012 02:05 PM
Ivan Cantu	Ivan Cantu	12/14/2012 08:33 AM
Purchasing Department	Marty Salazar	12/14/2012 11:26 AM
Ivan Cantu	Ivan Cantu	12/21/2012 09:45 AM

Auditor's Office	Angela Garcia	12/23/2012 10:01 PM
Form Started By: Vangie Garcia		Started On: 11/29/2012 05:08 PM

Final Approval Date: 12/23/2012

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-226-09-30
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, **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide services for Mile 2W from US-83 to 0.44 miles north of US-83.

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 $148,818.45. 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 5, 6 and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 2-1315-431-00-121-040-0-731
Requisition Numbe 27697 (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 on July 31, 2013 as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #1**, Commissioner _____as to content and detail of this **Work Authorization No. 2.**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2012.

THE ENGINEER:
TEDSI Infrastructure Group, Inc.

THE OWNER:
HIDALGO COUNTY

_____

By: Jesse Salinas

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

WORK AUTHORIZATION NO. 2
MILE 2 WEST ROAD – PHASE II
US-83 to 0.44 miles north of US-83

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 **Work Authorizations**.

The **Owner** and/or the **State** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Provide the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies.
5) Prepare and secure required Environmental permits from regulatory agencies.
6) Obtain any required right of entry.
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) TxDOT to provide the Owner flexible pavement design for proposed pavement.

WORK AUTHORIZATION NO. 2

MILE 2 WEST ROAD – PHASE II

US-83 to 0.44 miles north of US-83

EXHIBIT "B"

Scope of Services to be Provided by the Engineer

CSJ:	TBD
Highway:	Mile 2 West Road
County:	Hidalgo
Limits:	From US-83 to 0.44 miles north of US-83
Project Length:	0.44 miles
Area Office:	Pharr Area Office

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 20-foot paved two-lane roadway

Proposed Improvements
Construct 40-foot paved rural roadway consisting of two 12-foot travel lanes and two 8-foot shoulders and turn lanes

GENERAL MANAGEMENT/COORDINATION

1) The Engineer shall design, develop and prepare all documents in English units.
2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The Engineer shall utilize Microstation computer graphics system. Roadway design will be developed in GEOPAK.
4) The Engineer will hold meetings with the following groups
   a) City, County, School and State to coordinate design
   b) Utility owners to coordinate utilities.
5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
6) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
7) Plans will be develop for inclusion into CSJ: 0921-02-170 plans
8) Work will also include the revision to the plan and profile sheets 49, 50 & 51 of 51 for CSJ 0921-02-170.
9) Work will also include the revision to Culvert No. 6. No additional modifications to drainage sheets for CSJ 0921-02-170 will be provided.

FIELD SURVEYING

1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.
2) The Engineer shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".
3) Establish Horizontal and Vertical Control Benchmarks by setting three permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete spaced throughout the limits of the project. Establish elevations on set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the level loops utilizing the NAVD88 Datum elevations. Signed and Sealed, RPLS, control data sheets shall be created for the newly establish BMs and included in the deliverables.
4) Work will include the northbound frontage road for 100 feet east and west of the intersection with Mile 2W. Also 100 foot south of the intersection of Mile 2W and Westbound Frontage Road.
5) Obtain cross sections every 100 ft at whole stations.
6) Obtain driveway cross sections.
7) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).
8) Side Drains

a) Obtain approximate roadway centerline station.
b) Obtain size, length, description of structure, and conditions.
c) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
d) Label descriptions (size and length) on each side drain.

9) Fence, Mailboxes, and Sign Inventory:
   a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
   b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.
10) Miscellaneous
   a) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
   c) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.

UTILITY SURVEY

1) The Engineer shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems.
2) The Engineer shall develop the typical sections, alignment, and preliminary cross sections and shall forward these to the respective utility company.
3) The Engineer shall update all files and plans based on the utility company responses.
4) The Engineer shall identify all utility conflicts.
5) The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.
6) Contact "One Call" to request marking of underground utilities
7) Request existing utility information from local utility companies
8) The Engineer will perform any surveying necessary to survey in located, "Flagged", underground utilities and visible overhead utilities.
9) The Engineer will obtain measure downs on utilities as follows
   a) Top of key on gas line values
   b) Top of key on water line values
   c) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
   d) Flowline, size pipe for irrigation systems
   e) Flowline and size of system for inverted siphons.
10) Subsurface Utility Engineering is not included in the scope of work.

PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.
2) The Engineer shall use the design criteria from CSJ: 0921-02170
3) The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.
4) Pavement Design to be as per CSJ 0921-02-170
5) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated

per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

TRAFFIC CONTROL PLANS (TCP)

1) The Engineer will modify CSJ 0921-02-170 Phase V TCP to provide a two phase TCP from Mile 8 N to US 83.
2) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.
3) The Engineer will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

ROADWAY DETAILS

1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
2) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" =50'.
3) The Engineer shall develop and verify all cross sections. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
4) The Engineer shall determine all cut and fill quantities.
5) The Engineer shall design all intersections to accommodate the design vehicles turning radius.
6) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

DRAINAGE DETAILS

1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
2) The Engineer will develop road side ditches for a 2 year storm. No other drainage work will be developed.
3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
4) The Engineer shall use TxDOT standards preferably at all times...

TRAFFIC ITEMS

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual. Design of flashing beacons at Mile 7 North/School Entrance will be provided. Modification of the pedestrian pole location in the northwest quadrant of the westbound frontage road and replacing of the Mile 2W southbound approach to the westbound frontage road will be provided. Additional locations will be added by supplemental agreement.

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. Plan sheets will be develop separate from TCP as 1"=100', double stacked.

CROSS SECTIONS

For the Final Submission, the Engineer shall furnish the final cross - section plots, on 11" x 17" sheets, showing both the original terrain and the design cross-sections, showing the roadway template, at a vertical scale of 1"=10' and a horizontal scale of 1"=10'. The design cross - sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar ditches with slopes and location of right of way. Indicating other features within the cross sections is not part of the scope of work, i.e. Underground utilities, storm sewer lines, top soil, etc.

DELIVERABLES

PS&E

The Engineer shall deliver to the County and TxDOT Project Manager one copies and one CD's containing PDF's of the plan sheets provided. There will be one review submittal. The final submittal, the Engineer shall submit one set in Mylar and eleven paper copies and two CD's containing PDF's of the final plans. Any additional copies over the above amounts will be added by supplemental agreement.

WORK AUTHORIZATION NO. 2
MILE 2 WEST ROAD – PHASE II
US-83 to 0.44 miles north of US-83

EXHIBIT "C"
Preliminary Work Schedule

1) Survey: 3 weeks from NTP with PO from Purchasing Department
2) Preliminary Design: 3 weeks after completion of survey
3) PS&E: 4 weeks after acceptance of Preliminary Design by TxDOT
4) Support services till end of work authorization for
    a. Response to TxDOT comments
    b. Questions from Contractor
    c. Miscellaneous item

TEDSI INFRASTRUCTURE GROUP

WORK AUTHORIZATION NO. 2
EXHIBIT "D" COST PROPOSAL
MILE 2W PHASE II
US-83 to 0.44 miles north of US-83

November 28, 2012

General Management/Coordination

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Eng. Tech	Admin	
Project Meetings (2)	8		8			2	18
Preliminary Estimate	2	4	8				14
Project Administration	12					12	24
Total	22	4	16	0	0	14	56

Topographic Survey

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Eng. Tech	Admin	
QA/QC Survey		6		12			18
Subconsultant Management	6					6	12
Total	6	6	0	12	0	6	30

Utility Coordination

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Eng. Tech	Admin	
Utility coordination/meeting	8				16	8	32
Prepare and send utility submittals	1				8	4	13
Determine/resolve utility conflicts	4		8		8		20
Maintain communication documentation	1		4			4	9
Total	14	0	12	0	32	16	74

General PS&E

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Eng. Tech	Admin	
Title Sheet	0.5		2		4		6.5
Project Layout			1		4		5
Typ Sections	0.5		2		4		6.5
General Notes		4				4	8
Estimate and Quantity	2		8		8		18
Miscellanous Forms	8			8		1	17
Preparation of Submittals	2			8	8		18
Review meetings	4		4				8
QA/QC Submittals	8	8					16
Summaries	1			8	8		17
Total	26	12	17	24	36	5	120

Traffic Control Plan	Sr. Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Eng. Tech	Admin	
Phase Narrative	4	16				8	28
Typical Sections	2		4		8		14
Phase Layouts (Two Phase, Double Stacked, 1"=100')	4	8	16		24		52
Total	10	24	20	0	32	8	94

Roadway Details	Sr. Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Eng. Tech	Admin	
Alignment Sheets	1	2			4		7
Benchmark Data Sheets		1			4		5
Plan and Profile (Roadway)(1"=50')	12	24	40	40	40		156
Intersection Details	4		16	16	16		52
Cross Sections	1			40	40		81
Driveway Details	1		8		16		25
Misc. Details	1			8	8		17
Typical Section	1		4		4		9
Total	21	27	68	104	132	0	352

TEDSI INFRASTRUCTURE GROUP

WORK AUTHORIZATION NO. 2
EXHIBIT "D" COST PROPOSAL
MILE 2W PHASE II
US-83 to 0.44 miles north of US-83

November 28, 2012

Drainage Details	Sr. Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Eng. Tech	Admin	
Culvert Layouts, Cross-sections and Detail Sheets	4	8	16	24	24		76
Misc. Details			4		12		16
Total	4	8	20	24	36	0	92

Traffic Items	Sr. Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Eng. Tech	Admin	
Signing and Striping Plans		8	16		20		44
Summary of Quantities for Signs		1			4		5
Summary of Quantities for Striping		1			4		5
Intersection striping details		4			4		8
Flashing Beacon at Mile 7 North		2		8	12		22
Existing Traffic Signal Layout (North half only)		1		6	9		16
Prop Traffic Signal Layout (Ped NW Only and SB Loops)		1		6	9		16
Total	0	18	16	20	62	0	116

Environmental & SW3P	Sr. Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Eng. Tech	Admin	
SW3P Sheets (Two Phases, Double Stacked, 1"=100')	4		8		24		36
Total	4	0	8	0	24	0	36

Total Hours	107	99	177	184	354	49	970
	$ 199.09	$ 180.13	$ 142.21	$ 110.61	$ 94.81	$ 63.20	
	$ 21,302.63	$ 17,832.87	$ 25,171.17	$ 20,352.24	$ 33,562.74	$ 3,096.80	$ 121,318.45

Project DirectCosts

Mileage (8 trips at 100 miles round trip)	$ 400.00
Roll Plots	$ 500.00
11"x17" Bond Plots	$ 1,000.00
11"x 17" Mylars	$ 500.00
11"x 17" copies	$ 2,000.00
CD's	$ 100.00
Overnight (Letter)	$ 200.00
Overnight (Box)	$ 300.00
Subtotal	$ 5,000.00

Sub-Total Basic Fee **$ 126,318.45**

Additional Services

Horiz. & Vert. Control Benchmarks	3 Ea. X $2,500.00/ Ea.	=	$7,500.00
Topographic Survey	3,000 LF X $5.00/ LF	=	$15,000.00
	Sub-Total Additional Services	=	**$22,500.00**
	Total Lump Sum Fee (Basic + Additional)	=	**$ 148,818.45**

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Thursday, December 13, 2012 4:49 PM
To: 'Evangelina Garcia'

Vangie: Reference the MI 2 W Tedsi AI-35511. we had previously given you Req#226966, but when we wanted to enter the accounting information now that acct #2-1315-431-00-121-040-0-731 has been funded we could not call up the original req#226966. I reported to Alex Mortera to see if we could get it back, but we could not…

We have entered a new req# 227697 for this which is now entered in the system.

On another note: Olga sent you 2 invoices for L & G Engineering for approval for payment. These were delivered here last week and somehow they were misplaced. I asked Olga to let you know to see if you could place on the next available agenda and possibly we could get moved up to the meeting of 12/18/12. L & G requested to see if we could do this for them since they were misplaced by Pct.

Please advise

Thanks

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

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