AI-37886 **2. A.**

CC CONSENT

Meeting Date: 03/26/2013

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

Department: COUNTY JUDGE

Information

CAPTION

2013 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 3/22/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	03/22/2013 01:24 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: SANDRA DELEON Started On: 03/22/2013 12:49 PM

Final Approval Date: 03/22/2013

DATE: March 22, 2013

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 3-1100-413-00-110-006-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
442	Equipment & Vehicle Rentals	780	Capital Leases	950.00
			TOTAL	950.00

REASON: Request needed for office expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-37839 **2. B.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Visiting Judges (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-115-014-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/22/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 10:38 AM
Ana Galvan	Ana Galvan	03/22/2013 03:50 PM
Budget & Management	Obdett Calzada	03/22/2013 03:54 PM
Ana Galvan	Obdett Calzada	03/22/2013 03:55 PM
Obdett Calzada	Obdett Calzada	03/22/2013 03:59 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Sylvia Solis Started On: 03/21/2013 10:06 AM

Final Approval Date: 03/22/2013

DATE: March 21, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Visiting Judges

ACCOUNT NUMBER: 3-1100-412-00-115-014-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
220	FICA	121	TEMP F/T EMPLOYEES	5,000.00
			TOTAL	$5,000.00

REASON:

Intradepartmental transfer to fund the temporary salary expenditures for visiting judges.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37865 **2. C.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: INDIGENT DEFENSE

Information

CAPTION

2013 - Indigent Defense (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-009-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/22/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 09:46 AM
Glinda Pacheco	Glinda Pacheco	03/22/2013 10:14 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Sylvia Solis Started On: 03/22/2013 08:48 AM

Final Approval Date: 03/22/2013

DATE: March 22, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Indigent Defense

ACCOUNT NUMBER: 3-1100-412-00-009-003-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
665	MINOR COMPUTER EQUIP	780	CAPITAL LEASES	310.00

AI-37774 **2. D.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

2013 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-21-170-001-0-661

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

BUDGETARY IMPACT:

Funds available as of 3-19-2013.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 09:23 AM
Glinda Pacheco	Glinda Pacheco	03/22/2013 10:04 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Maria Medina Started On: 03/19/2013 02:26 PM

Final Approval Date: 03/22/2013

DATE: March 19, 2013

2013
Transfer

DEPARTMENT HEAD: RAY EUFRACIO, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 3-1100-415-21-170-001-0-XXX

Contact Person: Susie Medina **Ph#:** (956) 318-2511 Ext. 4602

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
661	Minor office furniture & equipment	336	Computer services	$5,070.00
			TOTAL	$5,070.00

REASON: ***Transfer needed to cover negative balance due to two Purchase Orders from 2012 that rolled over into 2013.***

DEPARTMENT HEAD SIGNATURE

3/19/13
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37835 **2. E.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Delia Garza Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Master Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-031-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/22/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 10:36 AM
Obdett Calzada	Obdett Calzada	03/22/2013 02:27 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Sylvia Solis Started On: 03/21/2013 09:19 AM

Final Approval Date: 03/22/2013

DATE: March 21, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Master Court

ACCOUNT NUMBER: 3-1100-412-00-031-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	MINOR OFFICE FURN & EQUIP	831	COURT COSTS & INVESTIGATION	300.00
			TOTAL:	**300.00**

REASON:
Intradepartmental Transfer to fund expenditures related to a 2013 purchase order rollover.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37855 **2. F.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Dora Lopez Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: 92ND DISTRICT COURT

Information

CAPTION

2013 - 92nd District Court (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 03/22/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 09:41 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Angela Garcia Started On: 03/22/2013 08:13 AM

Final Approval Date: 03/22/2013

DATE: March 22, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management
92nd District Court

ACCOUNT NUMBER: 3-1100-412-00-001-001-0-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
890	OTHER	664	OTHER MINOR EQUIP.	1,262.00
890	OTHER	619	OTHER MISC. SUPPLIES	145.00
890	OTHER	439	R&M SERVICES - OTHER	300.00
890	OTHER	831	COURT COSTS & INVESTIGATION	700.00
890	OTHER	607	HOUSEHOLD & JANITORIAL SUPPLIES	250.00
			TOTAL	$ 2,657.00

REASON:
PAY PENDING INVOICE FROM 2012 FOR STE TELECOMMUNICATIONS, PURCHASE CUPS FOR JURORS

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37786 **2. G.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - 93rd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-002-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 3/20/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 09:24 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Monica Badillo Started On: 03/19/2013 03:49 PM

Final Approval Date: 03/22/2013

DATE: **March 19, 2013**

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

DEPARTMENT NAME: **93rd District Court**

ACCOUNT NUMBER: **3-1100-412-00-002-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
601	Office and computer supplies	**743**	Office furniture and equipment	**1,043.00**

AI-37818 **2. H.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Regina Moreno Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

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?: N

BUDGETARY IMPACT:

Funds available as of 03/22/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 07:47 AM
Obdett Calzada	Obdett Calzada	03/22/2013 02:25 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Sylvia Solis Started On: 03/20/2013 03:26 PM

Final Approval Date: 03/22/2013

DATE: March 20, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 449TH DC

ACCOUNT NUMBER: 3-1100-412-00-011-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	619	OTHER MISC SUPPLIES	98.30
890	OTHER	780	CAPITAL LEASES	237.54
			TOTAL:	**335.84**

REASON:
Intradepartmental Transfer to fund expenditures related to the 2013 purchase order rollovers.

DEPARTMENT HEAD SIGNATURE

DATE / /

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37891 **2. I.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Noe Martinez III Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - CCL #7 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-027-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/22/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 02:20 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Sylvia Solis Started On: 03/22/2013 01:59 PM

Final Approval Date: 03/22/2013

DATE: March 22, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court at Law #7

ACCOUNT NUMBER: 3-1100-412-00-027-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	831	COURT COSTS & INVESTIGATION	800.00
890	OTHER	780	CAPITAL LEASES	500.00
			TOTAL:	**1,300.00**

REASON:
Intradepartmental Transfer to fund capital lease and expenditures related to a 2013 purchase order rollover.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37662 **2. J.**

CC CONSENT

Meeting Date: 03/26/2013

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?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 3/18/13.

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 03:33 PM
Glinda Pacheco	Glinda Pacheco	03/18/2013 07:50 AM
Auditor's Office	Angela Garcia	03/22/2013 10:47 AM
Glinda Pacheco	Glinda Pacheco	03/22/2013 12:22 PM

Form Started By: Rosie Luna Started On: 03/13/2013 02:51 PM

Final Approval Date: 03/22/2013

DATE: March 22, 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
603	Educational/Instructional Supplies	583	Out of County Employee Travel	$ 100.00
613	**Safety Supplies**	**672**	**ıent/Vehicle R&M Supplies**	**$100.00**
			TOTAL	**$ 200.00**

REASON: **Safety Officers need recertification under OSHA.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-37522 **2. K.**

CC CONSENT

Meeting Date: 03/26/2013

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

Department: WIC

Information

CAPTION

2013 - NPAOP (1292)

BACKGROUND

L/T

3.1292.441.00.350.014.3.xxx

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-014-3-xxx

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

BUDGETARY IMPACT:

Funds Available as of 3/14/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 03:28 PM
Obdett Calzada	Obdett Calzada	03/14/2013 08:56 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Margarita Gonzalez Started On: 03/07/2013 11:47 AM

Final Approval Date: 03/22/2013

DATE: 03/07/13

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 3.1292.441.00.350.014.3 NPAOP

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
3.1292.441.00.350.014.3	601 Office Supply	→	3.1292.441.00.350.014.3	540 Advertising	1,000.00
3.1292.441.00.350.014.3	584 Registration	→	3.1292.441.00.350.014.3	661 Minor Office furniture	528.01
3.1292.441.00.350.014.3	584 Registration	→	3.1292.441.00.350.014.3	603 Nutrition Education Supplies	660.00
Total:					2,188.01

Reason: to cover expenses.

AI-37832 **2. L.**

CC CONSENT

Meeting Date: 03/26/2013

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?:

BUDGETARY IMPACT:

Funds available as of 3/21/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 10:33 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Edna Kirby Started On: 03/21/2013 09:04 AM

Final Approval Date: 03/22/2013

DATE: April 9, 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
665	IT COUNTWIDE-MINOR COMPUTER EQUIP.	671	IT COUNTYWIDE-BLDG&OTHER STRUC R&MSUPPL	$942.42

AI-37658 **2. M.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2013 - H.I.D.T.A. Task Force (1291)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1291-412-00-270-003-2-xxx

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

BUDGETARY IMPACT:

grant expired, no additional expenses will be incurred; therefore no salary analysis is required

Attachments

Transfer#3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 03:31 PM
Ana Galvan	Obdett Calzada	03/22/2013 03:43 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Nelda Olivarez Started On: 03/13/2013 02:05 PM

Final Approval Date: 03/22/2013

DATE: March 13, 2013

Transfer Number: 3

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: Hidalgo County HIDTA Task Force / Grant Funds

ACCOUNT NUMBER: 3-1291-412-00-270-003-2-xxx **(Grant 2012)**

SUBJECT: Budget Line-Item Transfers (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
3-1291-412-00-270-003-2- 115	LONGEVITY PAY	3-1291-412-00-270-003-2- 211	HEALTH INSURANCE	3,310.00
3-1291-412-00-270-003-2- 220	FICA	3-1291-412-00-270-003-2- 230	RETIREMENT	1,150.00
3-1291-412-00-270-003-2- 250	UNEMPLOYMENT COMP	3-1291-412-00-270-003-2- 260	WORKERS COMP	780.00
TOTAL				**5,240.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

Dora L. Munoz
H.I.D.T.A. Task Force Commander
__/__/__ DATE

Attest County Clerk
__/__/__ DATE

Budget Officer
__/__/__ DATE

Approved Commissioners' Court
__/__/__ DATE

AI-37655 **2. N.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Yvonne Ramon Submitted By: Rosie Diaz, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections Department (1100)

BACKGROUND

2013 Elections LIT

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 3/14/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 03:19 PM
Auditor's Office	Angela Garcia	03/22/2013 10:33 AM

Form Started By: Rosie Diaz Started On: 03/13/2013 12:30 PM

Final Approval Date: 03/22/2013

DATE: March 13, 2013

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

Contact Person: Rosie Diaz **Ph#:** (956) 318-2570 Ext. 5715

2013
Transfer

AI- 37655

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	607	Elections Dept- HSEHLD & Janitorial Suppl	$200.00
			TOTAL	$200.00

REASON:

Transfer to pay bill.

_____ / / _____

Approved by **DATE**

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37556 **2. O.**

CC CONSENT

Meeting Date: 03/26/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-008-3-xxx

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

BUDGETARY IMPACT:

Funds Available as of 3/14/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 11:01 AM
Obdett Calzada	Obdett Calzada	03/14/2013 09:24 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Mike Escaname Started On: 03/08/2013 10:18 AM

Final Approval Date: 03/22/2013

Date: March 8, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-008-3- T.B. CONTROL
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
3-1293-441-00-340-008-3-604	T.B. CONTROL-MEDICAL & LA	3-1293-441-00-340-008-3-619	T.B. CONTROL-OTHER MISCELL
			Amount

Revenue Account
Amount Requested: $ 500.00

Reason: Line item transfer needed to cover anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AMOUNT
$500.00
$ 500.00

AI-37607 **2. P.**

CC CONSENT

Meeting Date: 03/26/2013

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. #: 3-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/22/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/11/2013 01:13 PM
Ana Galvan	Ana Galvan	03/22/2013 03:33 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Mike Escaname Started On: 03/09/2013 10:46 AM

Final Approval Date: 03/22/2013

Date: March 9, 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	OFFICE & COMPUTER SUPPLIES	3-1100-441-00-340-001-0-607	HSEHLD & JANITORIAL SUPPLIES	$ 700.00
			Amount	$ 700.00

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-37608 **2. Q.**

CC CONSENT

Meeting Date: 03/26/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-012-3-XXX

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

BUDGETARY IMPACT:

Funds available as of 3/11/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/11/2013 01:15 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Mike Escaname Started On: 03/09/2013 11:13 AM

Final Approval Date: 03/22/2013

Date: March 9, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-012-3-
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
3-1293-441-00-340-012-3-601	IMM DIV LOCAL-OFFICE & COMPUTER SUPPLIES	3-1293-441-00-340-012-3-540	IMM DIV LOCAL-ADVERTISING	$ 2,200.00
			Amount	$ 2,200.00

Revenue Account
Amount Requested: $ 2,200.00

Reason: Line item transfer needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-37521 **2. R.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Shonda Dominguez, FACILITIES 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?: yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 3/8/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 01:12 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Shonda Dominguez Started On: 03/07/2013 11:42 AM

Final Approval Date: 03/22/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 7, 2013

2013
Transfer

DEPARTMENT HEAD: Irene Cantu

DEPARTMENT NAME: Facilities Management Dept.

ACCOUNT NUMBER: 31100419402200010XXX

SUBJECT: **Intradepartmental transfer(s)**

Agenda Item #3752
Date 3/26/13
Connie will pay Xerox when CC approves transfer

Contact: Shonda Dominguez
Ph#: 956-289-7851

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
431	repair & maint serv.- bldgs & otr struc	780	capital leases	$ 15,000.00
			TOTAL	$ 15,000.00

REASON:

NOT ENOUGH FUNDS TO COVER LEASE EXPENSES FOR XEROX MACHINE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Form DBM-201

AI-37652 **2. S.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2013 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-090-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 3/18/2013.

Attachments

LIT for DC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 12:22 PM
Obdett Calzada	Obdett Calzada	03/14/2013 09:57 AM
Auditor's Office	Obdett Calzada	03/18/2013 09:54 AM
Obdett Calzada	Obdett Calzada	03/18/2013 09:58 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Stephanie Palacios Started On: 03/13/2013 11:06 AM

Final Approval Date: 03/22/2013

DATE: **March 18, 2013**

ELECTED OFFICIAL **Laura Hinojosa**

DEPARTMENT NAME: **District Clerk**

ACCOUNT NUMBER: **3-1100-412-00-090-001-0-XXX**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
535	Postage	442	Equipment & Vehicle Rental	$650.00
550	Printing & Binding	532	Wireless Devices	$48.03
			TOTAL	**$698.03**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-37670 **2. T.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Hidalgo County Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 3/21/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/20/2013 10:47 AM
Budget & Management	Obdett Calzada	03/21/2013 07:22 AM
Glinda Pacheco	Glinda Pacheco	03/21/2013 01:43 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Myra Montoya Started On: 03/13/2013 03:49 PM

Final Approval Date: 03/22/2013

DATE: 3/25/2013

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 3-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-421-00-280-001-0-	336- COMPUTER SERVICES	➔	3-1100-421-00-280-001-0-	747- SOFTWARE	$38,000.00
				T O T A L	**$38,000.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURE TO PURCHASE NETMOTION LICENSES AND SOFTWARE.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-37806 **2. U.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1284-421-00-280-047-4-XXX

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

BUDGETARY IMPACT:

Funds are available as of 3/20/13.

No local match is required.

Attachments

LIT OPSG FY2011

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/20/2013 03:55 PM
Budget & Management	Obdett Calzada	03/21/2013 02:00 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 03/20/2013 01:09 PM

Final Approval Date: 03/22/2013

DATE: March 20, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011

ACCOUNT NUMBER: 3-1284-421-00-280-047-4-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
3-1284-421-00-280-047-4-	131 - Overtime	3-1284-421-00-280-047-4-	230 - Retirement	127.49
3-1284-421-00-280-047-4-	220 - FICA	3-1284-421-00-280-047-4-	230 - Retirement	200.94
				$328.43

REASON: For reallocation of funds to cover fringe benefits.

Emilia Vieyra

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____

DATE

ATTEST COUNTY CLERK

AI-37878 **2. V.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Constable Cantu Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: CONSTABLE PCT. #2

Information

CAPTION

2013 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

AVAILABLE FUNDING $10,175.00 AS OF 03/22/13

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 10:35 AM
Glinda Pacheco	Glinda Pacheco	03/22/2013 11:02 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Angela Garcia Started On: 03/22/2013 10:06 AM

Final Approval Date: 03/22/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 21, 2013

DEPARTMENT HEAD: MARTIN "MARTY" CANTU

DEPARTMENT NAME: Constable Precinct #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	601	Office & computer supplies	$ 800.00
			TOTAL	$ 800.00

REASON: monies are being tranfer for Toners for the copiers and ink self notary stamps for deputies

Mark W. Cantu

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-37602 **2. W.**

CC CONSENT

Meeting Date: 03/26/2013

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?: N

BUDGETARY IMPACT:

Available funds as of 3/19/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/11/2013 01:12 PM
Glinda Pacheco	Glinda Pacheco	03/18/2013 08:09 AM
Auditor's Office	Obdett Calzada	03/19/2013 01:36 PM
Glinda Pacheco	Glinda Pacheco	03/19/2013 01:51 PM
Auditor's Office	Obdett Calzada	03/22/2013 10:35 AM
Glinda Pacheco	Glinda Pacheco	03/22/2013 12:26 PM

Form Started By: Nayla Munoz Started On: 03/08/2013 04:41 PM

Final Approval Date: 03/22/2013

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 8, 2013

DEPARTMENT HEAD: J. E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

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

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
672	EQ&VEH R&M Supplies	**611**	Police Supplies	**$695.40**
611	Police Supplies	**664**	Other Minor Equipment	**$1,882.57**
550	Printing & Binding	**342**	Info & Credit Services	**$200.00**
346	Hauling & Freight Services	**529**	Surety & Notary Bonds	**$50.00**
			TOTAL	**$2,827.97**

REASON: Transfer is needed to cover expenditures for badges, stop sticks and Copsync.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-37633 **2013 Intradept. (line item)Transfers 2. X.**

CC CONSENT

Meeting Date: 03/26/2013

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

Department: J.P. 3, 2

Information

CAPTION

2013 - J.P. Pct. 3, Pl. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-066-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 3/22/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/12/2013 02:58 PM
Glinda Pacheco	Glinda Pacheco	03/22/2013 10:00 AM
Purchasing Department	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Daisy Zarate Started On: 03/12/2013 01:09 PM

Final Approval Date: 03/22/2013

DATE: March 7, 2013

DEPARTMENT HEAD: Judge Ismael "Melo" Ochoa

DEPARTMENT NAME: Pct.3, Pl.2

ACCOUNT NUMBER: 3-1100-412-00-066-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	MINOR OFFICE FURN. & EQUIP	601	OFFICE & COMPUTER SUPPLIES	$ 1,000.00
529	SURETY & NOTARY BONDS	601	OFFICE & COMPUTER SUPPLIES	$ 150.00
			TOTAL	$ 1,150.00

REASON: **OFFICE HAS NO MORE FUNDS IN 601 ACCOUNT, OFFICE WILL BE NEEDING COPY PAPER FOR THE NEXT 6 6 MONTHS.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-37773 **2. Y.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. 1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 3/19/13

Obj. 334 - $5,000.00
Obj. 346 - $48,297.73
Obj.619 - $3,000

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 03:26 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Katia Garcia Started On: 03/19/2013 02:17 PM

Final Approval Date: 03/22/2013

DATE: March 19, 2013

2013
Transfer

AI-37773

DEPARTMENT HEAD: Commissioner A.C. Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No. 1
Road Maintenance

ACCOUNT NUMBER: 3-1200-431-00-121-005-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 968-8733 Ext. 1022

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
334	ARCHITECT & ENGINEERING SERVICES	673	R&M SUPPLIES - R&B	$2,000.00
346	HAULING & FREIGHT SERVICES	673	R&M SUPPLIES - R&B	$28,297.73
619	OTHER MISC. SUPPLIES	673	R&M SUPPLIES - R&B	$1,000.00
			TOTAL	**$31,297.73**

REASON:
Transfer needed to cover anticipated road material expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-37802 **2. Z.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Yoli Cisneros Submitted By: Yolanda Cisneros, 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:

Funding available in the amount of $26,112.86 as of 3/20/2013

739 ----> 432 $5,000

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 12:50 PM
Glinda Pacheco	Glinda Pacheco	03/21/2013 10:14 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Yolanda Cisneros Started On: 03/20/2013 12:21 PM

Final Approval Date: 03/22/2013

DATE: March 20, 2013

2013
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Sanitation Department

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

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
739	OTHER STRUCTURES	432	EQUIPMENT & VEHICLE R&M SERVICE	$5,000.00
			TOTAL	**$5,000.00**

REASON:
Transfer needed to cover expected expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-37819 **2. AA.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

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 as of 3/21/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 07:48 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Marcie Jackson Started On: 03/20/2013 03:31 PM

Final Approval Date: 03/22/2013

DATE: March 20, 2013

2013
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Pct. 2 Parks (1100)

ACCOUNT NUMBER: 3-1100-452-00-122-008-0-xxx

AI-37819

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	PCT 2 PARKS-OTHER	739	PCT 2 PARKS-OTHER STRUCTURES	$40,000.00
			TOTAL	40,000.00

REASON:
Transfer needed to fund future expenditures to complete installation of lights for Lopezville Park.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37750 **2. BB.**

CC CONSENT

Meeting Date: 03/26/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-123-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 3/19/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 03:46 PM
Obdett Calzada	Obdett Calzada	03/19/2013 03:33 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Norma Ceballos Started On: 03/18/2013 02:11 PM

Final Approval Date: 03/22/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: March 18, 2013

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 3-1100-432-00-123-001-0

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Pct #3 Sanitation- Equip & Veh R&M Srv.	532	Pct #3 Sanitation - Wireless Devices	$ 2,980.00
			TOTAL	**$ 2,980.00**

REASON: Expect Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37808 **2. CC.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Commissioner Precinct No. 3 Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Pct. #3 BCAP (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-019-0-113

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

BUDGETARY IMPACT:

NO SALARY ANALYSIS NEEDED.

*TRANSFER TO FUND SUPPLEMENTAL PAY ALLOWANCE FOR ONE ASSISTANT FIELD OPERATIONS DIRECTOR POSITION, SLOT NO. 0079 (CORRECTION TO PREVIOUS TRANSFER). PERSONNEL ACTION WAS APPROVED BY CC ON 01-01-13. (REF: AI 36005 18.D.1.a.3.)

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 03:01 PM
Glinda Pacheco	Glinda Pacheco	03/22/2013 03:46 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Rosie Cantu Started On: 03/20/2013 01:39 PM

Final Approval Date: 03/22/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 20, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for COMM. PCT 3

ACCOUNT NUMBER: 3-1200-431-00-123-019-0-XXX BCAP

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

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**
113	REG F/T EMPLOYEES	117	SUPPLEMENTAL PAY	$ 3,167.00
			TOTAL	**$ 3,167.00**

REASON: TRANSFER TO FUND SUPPLEMENTAL PAY ALLOWANCE FOR ONE ASSISTANT FIELD OPERATIONS DIRECTOR POSITION, SLOT NO. 0079 (CORRECTION TO PREVIOUS TRANSFER). PERSONNEL ACTION WAS APPROVED BY CC ON 01-01-13. (REF: AI 36005 18.D.1.a.3.)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-37787 **2. DD.**

CC CONSENT

Meeting Date: 03/26/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

890 --> 671 $300.00

890 --> 719 $38,384.00

Funds available as of 03/20/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 10:32 AM
Glinda Pacheco	Glinda Pacheco	03/21/2013 10:55 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Veronica Lopez Started On: 03/20/2013 07:56 AM

Final Approval Date: 03/22/2013

DATE: March 25, 2013

DEPARTMENT HEAD: Joseph Palacios

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

ACCOUNT NUMBER: 3-1200-431-00-124-007-0-XXX

2013
Intradepartmental Transfer

AI-37787

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	PCT 4 Rd Maint- Other	671	PCT 4 Rd Maint- Bldg & Other Struc R&M Supplies	$300.00
890	PCT 4 Rd Maint- Other	719	PCT 4 Rd Maint- Land	$38,384.00
			TOTAL	**$38,684.00**

REASON:
Transfer needed to cover Pct 4 Rd Maint expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37874 **2. EE.**

CC CONSENT

Meeting Date: 03/26/2013

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?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890 --> 334 $10,000.00

Funds available as of 03/22/13.

Attachments

Pct 4 Parks LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 10:34 AM
Obdett Calzada	Obdett Calzada	03/22/2013 02:30 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Veronica Lopez Started On: 03/22/2013 09:51 AM

Final Approval Date: 03/22/2013

DATE: March 25, 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- 37874

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	334	PCT4 Parks- Arch & Eng Srv	$10,000.00
			TOTAL	**$10,000.00**

REASON:
Transfer needed to fund Arch & Eng Srv expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37851 **3. A.**

CC CONSENT

Meeting Date: 03/26/2013

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

Department: COMM. PCT. #4

Information

CAPTION

Pct.#4 C.O. 2010 A&B Series (1342):
Approval of 2013 interdepartmental transfer within CO2010A&B from Pct#4 New Shop (Program 075) to Pct#4 FM1017 (Program 122) in the amount of $5,475.31.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-124-XXX-0-XXX

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

BUDGETARY IMPACT:

3-1342-431-00-124-075-0-720 --> 3-1342-431-00-124-122-0-841 $5,475.31
Funds available for transfer as of 03/21/13

Attachments

Pct 4 CO2010A&B

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 09:39 AM
Manuel Chapa	Manuel Chapa	03/22/2013 10:45 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Veronica Lopez Started On: 03/21/2013 03:16 PM

Final Approval Date: 03/22/2013

DATE: March 25, 2013

2013
Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI-37851

ACCOUNT NUMBER: 3-1342-431-00-124-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
3-1342-431-00-124-075-0-720	**CO2010A&B- PCT4 New Shop- Doolittle- Building**	**($5,475.31)**
To:		
3-1342-431-00-124-122-0-841	**CO2010A&B- P4FM1017 (0.1-0.8M W US281)- Aid**	**$5,475.31**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer needed to cover WA#2 for FM1017 Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-37758 **3. B.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 RD Maint (1200):
Approval of 2013 interdepartmental transfer from Pct. 2 RD Maint, program no. 006, to Pct. 2 BCAP Val Bar Estates Subdivision, program no. 767 in the total amount of $4,201.19.

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 03/21/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 12:40 PM
Roland Garcia	Rolando Garcia	03/21/2013 10:32 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Marcie Jackson Started On: 03/19/2013 09:05 AM

Final Approval Date: 03/22/2013

DATE: **March 19, 2013**

DEPARTMENT HEAD: **RAUL SILGUERO**

2013

Interdepartmental Transfer

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

AI-37758 03/26/13

ACCOUNT NUMBER: **3-1200-431-00-122-006-0-890**

CONTACT PERSON: **MARCIE JACKSON** **PHONE: (956) 787-1891 Ext. 2010**

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	
FROM:		
3-1200-431-00-122-006-0- 890	PCT2 RD MAINT	OTHER
TO:		
3-1200-431-00-122-767-0- 731	PCT2 BCAP VAL BAR EST	ROADS

TOTAL BUDGET INCREASE (DECREASE)

REASON: Transfer is needed for completion of project. Ref. p.o.686600

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____

DATE

AMOUNT
(4,201.19)
4,201.19
-

ATTEST, COUNTY CLERK

AI-37892 **3. C.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO's 2010 A&B (1342):
Approval of 2013 intedepartmental transfer from CO's 2010 A&B (program 010) to (program 048) in the total amount of $464,681.57

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1342-412-00-220-010-0-452

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

BUDGETARY IMPACT:
available balance as of 03/22/13.

Reference AI-37890

Attachments

Interdept transfer 1342

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	03/22/2013 02:57 PM
Budget & Management	Obdett Calzada	03/22/2013 03:18 PM
Manuel Chapa	Manuel Chapa	03/22/2013 03:43 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Rolando Garcia Started On: 03/22/2013 02:42 PM

Final Approval Date: 03/22/2013

DATE: March 22, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

ACCOUNT NUMBER: 3-1342-41X-X0-220-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
3-1342-412-00-220-010-0-452	CO2010A&B-CRTHSE-BLDG ADD & RENOV	(464,681.57)
TO		
3-1342-419-40-220-048-0-720	CO2010A&B-COURTS MODULAR-BUILDINGS	464,681.57
TOTAL BUDGET INCREASE (DECREASE)		-

REASON:

Transfer needed for AI-37890 Modular Project - Beautification

APPROVED COMMISSIONERS' COURT

/ /
DATE

AI-37796 **4. A.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 03-26-13

Pct 2 & 4 Cert Plat & Utility Status 03-26-13

Pct 3 Water Service Availability 03-26-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 12:45 PM
Olga Garza	Olga Garza	03/22/2013 01:37 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Irma Castillo Started On: 03/20/2013 10:24 AM

Final Approval Date: 03/22/2013

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	MIGUEL A. GONZALEZ	1-8828
2.	JOSE A. ROCHA	1-9913
3.	LUIS A. ONTIVEROS	1-7728
	COMM. COURT: MARCH 26, 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: 1-8828

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: Miguel A. Gonzalez

Address: 6902 Baldwin Ave
Edinburg Tx, 78542

Phone: (956) 358-0502

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Pasteo Verdes lot # 14,

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

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

Yes A plat has been prepared;

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

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

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: 1-8828

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: Miguel A. Gonzalez

Address: 6902 Berkshire Ave

Edinburg Tx, 78542

Phone: (956) 358-0502

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

Pastes Woods lot # 14

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

3-14-2013
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

3/19/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8828
Mar. 29, 2012

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

P4409-00-000-0014-00

[1] OWNER: GONZALEZ, MIGUEL A.

4101 JAM SQUARE
EDINBURG TX 78542
Telephone No. 702-0419

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,532 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PASTOS VERDES LOT 14

LOCATION: 0 VALVERDE & SIOUX

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $45,000

[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:35' SIDE:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date: 3/29/12

Approved by — Date: 3/28/12

Signature of Owner or Applicant — Date: 03-29-12

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.: 480634

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.

2208093

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Note of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument that transfers an interest in real property before it is filed for record in the public records: you social security or your drivers license number.

Date: April 30, 2011

Grantor: Frost National Bank Custodian of the McCullough and McCullough Profiit Sharing Plan

Grantor's Mailing Address:
323 E Jackson
Harlingen, Texas 78550

Grantee: Miguel Angel Gonzalez

Grantee's Mailing Address (including county):
4101 Jam Square
Edinburg, Texas 78542
Hidalgo County

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty Eight Thousand Four Hundred and 00/100 Dollars ($28,400.00), 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 David Crook, Trustee.

Property (including any improvements):

Lot 14, Pastos Verdes Subdivision, as shown on the map or plat thereof, filed for record in the Office of the County Clerk of Hidalgo, Texas under Volume 53, Pages 181-183.

Reservations from and Exceptions to Conveyance and Warranty:

1. **All lots must be used for single-family residential purposes only.**
2. 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 the subdivision in which the property is located filed for record in the Office of the County Clerk of Hidalgo County.

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

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

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

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

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

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

Frost National Bank Custodian of the McCullough and McCullough Profiit Sharing Plan

BY: _____
By: Michael Albright, Senior Vice President of Frost National Bank

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the 16th day of May, 2011 by Michael Albright, Senior Vice President of Frost National Bank, Custodian of the McCullough and McCullough Profiit Sharing Plan.

LINDA J. HUNTINGTON
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-02-2013

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Frost National Bank Custodian of the McCullough and McCullough Profiit Sharing Plan.
P O Box 2244
Harlingen, Texas 78551

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: 1-7728

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: Luis A. Ontiveros
Ma Teresa Ontiveros

Address: P.O BOX 1562
Donna, Tx 78537

Phone: (956) 314-4625

Water Supplier: N/A

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

Account/ESI No.: 10032789435979975

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: La Donna Gardens lot # 24,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 9-19-06);

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

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

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

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

(verified by _____);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-7728

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: Luis A. Ontiveros y Ma Teresa Ontiveros

Address: P.O. Box 1562

Donna, Tx 78537

Phone: (956) 314-4625

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

In Donna Gardens lot # 24

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 3/13/2013

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

3/19/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-7738
Feb. 24, 2011

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

L0810-00-000-0024-00

[1] OWNER: ONTIVERES LUIS

423 11 TH STREET
DONNA TX, 78537

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 1,635 Sq. Ft.

[6] USE OF BUILDING: RES ZONE B

[7] LEGAL DESC./NAME OF SUBDIVISION
LA DONNA GRADENS LOT 24

LOCATION: 0 LOTT & MILE 11

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $50,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGUALTIONS.
FRONT 25' REAR 15' SIDE'S 6' FINISH FLOOR OF ELEV.
18" ABOVE CENTERLINE OF CURB.

Prepared by — Date: 2/24/11

Approved by — Date: 2/25/11

Signature of Owner or Applicant — Date: 2/24/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER 30
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0500 B Pct: 0

Community No.: 480301

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

Note of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument that transfer an interest in real property before it is filed for record in the public records: you social security or your drivers license number.

Date: December 2, 2009

Grantor: Bono Vita, Ltd

Grantor's Mailing Address:
1210 E. Tyler
Harlingen, Texas 78550

Grantee: Luis Alejandro Ontiveros and Maria Teresa Ontiveros

Grantee's Mailing Address (including county):
423 11th Street
Donna, Texas 78537
Hidalgo County

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Nineteen Thousand Four Hundred and 00/100 Dollars ($19,400.00), 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 David Crook, Trustee.

Property (including any improvements):

> Lot 24, La Donna Gardens Subdivision, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo, Texas under Volume 51, Page 117-119.

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing note payable to the order of Lone Star National Bank and secured by a deed of trust recorded under Document No. 1496980 of the official records of Hidalgo County, Texas and a Transfer of Lien to Cameron Life Insurance Company dated July 20, 2008, under Document No. 1932018 of the Official Records of Hidalgo County, Texas. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note.
2. **All lots must be used for single-family residential purposes only.**
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 an 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 the subdivision in which the property is located filed for record in the Office of the County Clerk of Hidalgo County.

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

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

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

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

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

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

Bono Vita, Ltd,
a Texas Limited Partnership
by SRC Management, Inc., a Texas Corporation
as its General Partner

BY: _____
Scot Campbell, President

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the 8th day of December, 2009 by Scot Campbell, President of SRC Management, Inc., General Partner of Bono Vita, Ltd., a Texas Limited Partnership.

JULIET M. BARRERA
Notary Public, State of Texas
My Commission Expires
October 08, 2013

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Bono Vita, Ltd.
1210 E. Tyler
Harlingen, Texas 78550

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: 1-9913

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Jose A. Rocha

Address: 917 Flores del Sol Alamo Tx

Phone: 956-461-2603

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Flores Del Sol lot 412,

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 11-13-95);

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 Certificate Received);

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: 1-9913

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

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

PARTY MAKING REQUEST:

Name: Jose A. Rocha

Address: 917 Flores del Sol
Alamo Texas

Phone: (956) 461-2603

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

Flores Del Sol Lot # 12

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jose A. Rocha — Requesting Party (Signature)
3/19/13 — 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:

3/19/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9913
Mar. 15, 2013

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

F4610-00-000-0012-00

[1] OWNER: ROCHA, JOSE A.
ROCHA, JOSEFINA
917 FLORES DEL SOL
ALAMO TX 78516
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,000 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
FLORES DE SOL LOT 12

LOCATION: 0 495 & VALVERDE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $15,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:30' REAR:30' SIDES:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date 3/15/13

Approved by — Date 3/14/13

Signature of Owner or Applicant — Date 3/15/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: MAY 24, 2012

Grantor: CIRCUS ENTERPRISES, INC, a Texas corporation

Grantor's Mailing Address (including county): PO BOX 3158
McALLEN TX 78502-3158
(Hidalgo County)

Grantee: JOSE ANGEL ROCHA and wife, JOSEFINA ROCHA (also known as Josefina Morales Rocha)

Grantee's Mailing Address (including county): 917 FLORES DEL SOL
ALAMO TX 78516
(Hidalgo County)

Consideration: Ten and No/100 ($10.00) Dollars and a Note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Thirty-Two Thousand Four Hundred and No/100 Dollars ($32,400.00). 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 DAVID CROOK, Trustee.

Property (including any improvements): All of Lot Twelve (12) Flores Del Sol Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 30, Page 150, 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: To the extent they validly exist: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages 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 Hidalgo County Water District, if any, in which the property is located, including but not limited to the matters set forth below:

1. Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years, the payment of which Grantee assumes.
2. Restrictive Covenants as set forth in instrument recorded in the Official Records of Hidalgo County, Texas under Document #507101 and recorded in Volume 30, Page 150, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
3. Blanket Easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1 and easements and restrictions as shown on the recorded map of the above described subdivision.
4. Minimum floor elevations, 30 foot front setback line; 20 foot rear; 6 foot side; restrictions; swale easement along the rear and 15 foot utility easement across the rear as shown on the map of said subdivision, recorded in Volume 30, Page 150, Map Records of Hidalgo County, Texas.
5. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Virgil R. Cox to A. E. Clark, dated August 27, 1979, recorded in Volume 384, Page 798, Oil and Gas Records of Hidalgo County, Texas.
6. Save and Except all oil, gas and other minerals which have been heretofore reserved by prior grantors.

J.R
J.R

7. Terms, stipulations and conditions contained in a Non-Drilling Agreement, dated January -, 1995, filed for record on April 6, 1995, under Document No. 445551, Official Records of Hidalgo County, Texas.
8. Visible and apparent easements on or across the property herein described.
9. Easements, reservations and restriction as reflected in the map recorded in Volume 30, Page 150, Map Records, Hidalgo County, Texas.
10. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Grantor is conveying the property and Grantee accepts 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 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 the improvements; (iii) the quality of the labor and materials included in the improvements; (iv) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) quantity, quality, value, condition, make, model, composition, authenticity, or amount; (vi) all warranties created by any affirmation of fact or promise or by any description of the property; and (vii) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

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

CIRCUS ENTERPRISES, INC.

By: _____
M. Merryman, President

Acknowledgement

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on the 30th day of May 2012, by M. Merryman, President of CIRCUS ENTERPRISES, INC., a Texas corporation, on behalf of s aid corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

ANNA G. PEREZ
MY COMMISSION EXPIRES
September 4, 2012

AFTER RECORDING RETURN TO:
CIRCUS ENTERPRISES Inc.
P O Box 3158
McAllen TX 78502-3158

C:\FDS-CLOSING PKGS\0012\Rocha(s)\05.24.12wp

JR JR

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Nicolas Lucero	4-12203
2.	David Mendoza	4-12174
3.	Francisco J. Lopez	4-12212
4.	Leoncio Rivas	4-12206
	COMM. COURT: March 26, 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: 4-1223

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: Nicolas Lucero

Address: 4406 Dios st
Edinburgo 78542

Phone: 278 23 95

Water Supplier: North Hlamo Water supply

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

Account/ESI No.: 10032789423385125

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Texas Estates #48 Mobile Home.

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12-18-12);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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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: 4-12203

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: Nicolas Lucero

Address: 4406 Dios st
Ediburgo 78542

Phone: 278 23 95

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

Texas Estates # 48

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Nicolas Lucero — Requesting Party (Signature)
3-13-13 — 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:

03/20/13 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12203
Mar. 13, 2013

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

T2421-00-000-0048-00

[1] OWNER: LUCERO, NICOLAS & LEONOR
HILDA VERA
4406 DIOS ST.
EDINBURG, TX. 78542
Telephone No. 278-2395

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 60 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TEXAS ESTATES LOT 48

LOCATION: 0 TEXAS & C. CHAVEZ

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

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

Prepared by — Date: 3/13/13

Approved by — Date: 3-12-13

Signature of Owner or Applicant — Date: 3-13-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

2389214

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

Special Warranty Deed with Vendor's Lien

Date: February 12, 2013

Grantor: ENBEN SOUTH TEXAS, LTD., a Texas limited partnership

Grantor's Mailing Address: P.O. Box 365
La Blanca, Hidalgo County, Texas 78558

Grantee: NICOLAS LUCERO and wife, LEONOR HILDA VERA

Grantee's Mailing Address: 612 Palm St
San Juan, Hidalgo County, Texas 78589

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of THIRTY SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($36,400.00) 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 SUELEMA LUNA, Trustee.

Property (including any improvements):

All of Lot 48, TEXAS ESTATES SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Document Number 2368831, Official Records of Hidalgo County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. Restriction that there be no more than one single family detached dwelling per lot and restrictions for minimum finish floor elevations and set back lines as set out on the plat of said Subdivision on file at Clerk's Document No. 2369909, Map Records, Hidalgo County, Texas, together will all other restrictions of record.
2. Right of way easement as shown by instrument dated February 5, 1945, recorded in Volume 544, Page 614, Deed Records of Hidalgo County, Texas.
3. Pipeline easement in favor of Tennessee Gas Transmission Company as shown by instrument dated April 4, 1950, recorded in Volume 687, Page 378, Deed Records, and amended by instrument dated April 3, 1930, filed May 18, 2000, under Document Number 873693, Official Records of Hidalgo County, Texas.

4. All oil, gas, and other minerals reserved in deed dated September 1, 1966, recorded in Volume 1157, Page 966, Deed Records, and dated July 15, 2004, filed August 4, 2004, under Document Number 1365675, Official Records, Hidalgo County, Texas.
5. Right of way easement in favor of Tennessee Gas Transmission Company, as shown by instrument dated June 5, 1950, recorded in Volume 692, Page 89, Deed Records of Hidalgo County, Texas.
6. All oil, gas, and other minerals reserved in deed dated September 1, 1946, recorded in Volume 574, Page 633, Deed Records, and dated July 15, 2004, filed August 4, 2004, under Document Number 1365675, Official Records, Hidalgo County, Texas.
7. Statutory easements, rules, regulations, and rights in favor of Hidalgo County, Irrigation District No. 2.
8. Road easements as shown on the map of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas.
9. Pipeline right of way easement claimed by Hidalgo County Irrigation District No. 2 by virtue of a deed recorded in Volume 19, Page 201, Deed Records of Hidalgo County, Texas.
10. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
11. Taxes for the year 2013, and subsequent years, the payment of which is assumed by Grantee. Special assessments due to change of ownership and/or usage shall be assumed by Grantee.

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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

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

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

ENBEN SOUTH TEXAS, LTD., a Texas limited partnership

By: **BENNETT-FLORES INVESTMENTS, L.L.C.,** a Texas limited liability company

Its: **General Partner**

By: _____
KYNDEL W. BENNETT, President

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on February 20th, 2013, by **KYNDEL W. BENNETT,** President of BENNETT-FLORES INVESTMENTS, L.L.C., a Texas limited liability company, General Partner of ENBEN SOUTH TEXAS, LTD., a Texas limited partnership, on its behalf in said capacity.

SUELEMA LUNA
Notary Public, State of Texas
My Commission Expires
October 12, 2016

_____
Notary Public, State of Texas

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12174

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: David Mendoza

Address: 320 E. Saint Jude
Alton Tx 28573

Phone: 222-9057 584-8515

Water Supplier: North Alamo

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

Account/ESI No.: 218303-002

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Lot 80 Trenton Manor Estates,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 12-28-02);

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

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; 3/12/13 (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; 3/12/13 (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

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: 4-12174

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

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

PARTY MAKING REQUEST:

Name: David Mendoza

Address: 320 E. Saint Jude
Alton Tx 78573

Phone: 222-9057 584-8515

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

Lot 80 Trenton Manor Estates in Edinburg

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) 03-13-13 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:

03/20/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12174
Mar. 5, 2013

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

T6840-00-000-0080-00

[1] OWNER: MENDOZA, DAVID A.

320 E. SAINT JUDE
ALTON, TX. 78573
Telephone No. 222-9057

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,500 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON MANOR LOT 80

LOCATION: 0 TRENTON & IRD

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $85,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" NATURAL GROUND.

Prepared by — Date: 3/05/13

Approved by — Date: 3/05/13

Signature of Owner or Applicant — Date: 3-05-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

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.

SHERIFF'S TAX DEED

STATE OF TEXAS X

X **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF HIDALGO X

That, whereas, by virtue of an Order of Sale issued by the Clerk of the District Court in and for Hidalgo County, dated September 6, 2011 on a certain judgment rendered in said Court on the 20th day of January, 2010, in a certain **Suit No. T-318-09-H, Edinburg Consolidated Independent School District And South Texas College, Et Al vs. Malcom T. Mcalpine, Trustee, A/K/A Malcom Mcalpine,** I, Guadalupe "Lupe" Trevino, Sheriff of said County, did upon September 6, 2011, levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English language, published once a week for three (3) consecutive weeks preceding such sale, the first publication appearing not less than twenty (20) days immediately preceding the day of sale, beginning on September 11, 2011, in The Monitor, a newspaper published in the County of Hidalgo, stating in said advertisement the authority by virtue of which such sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the named Defendants, and on the first Tuesday, on the 4th day of October, 2011 beginning at 10:30 AM sold said hereinafter described land or lots at public venue, at the East Side Doors of the Courthouse of said County, at which sale the premises hereinafter described were struck off to

DAVID A. MENDOZA
320 E. SAINT JUDE
ALTON, TEXAS 78573

for the sum of David A. Mendoza being the highest bidder(s), and that being the highest bid for the same, NOW, THEREFORE, in consideration of the premises aforesaid, and of the payment of the aforesaid sum, the receipt of which is hereby acknowledged, I as Sheriff aforesaid, have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto the said grantee(s) all of the estate, right, title, and interest which the Defendants in such suit had on the date said judgment was rendered or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale, viz:

PROPERTY DESCRIPTION

Lot Eighty (80) of the Trenton Manor Subdivision as recorded in deed dated October 30, 1984 from McAlpine Diamonds of S.A., Inc to Malcolm McAlpine, Trustee, in Volume 2052, Page 177, Hidalgo County Clerk's Deed Records of Hidalgo County, Texas.

TO HAVE AND TO HOLD the above described premises unto the said grantee(s), heirs and assigns forever, as fully and absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale;

EN ALGUNAS SITUACIONES, UN LOTE DE CINCO ACRES O MENOS SE PRESUME QUE SE DESTINA PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE SERVICIOS DE AGUA POTABLE O ALCANTARILLADO, LA PROPIEDAD PUEDE NO CALIFICAR PARA USO RESIDENCIAL. SI UN COMPRADOR POTENCIAL DESEA MÁS INFORMACIÓN DEBE PREGUNTAR O CONSULTAR A UN ASESOR PRIVADO.

As required by Section 34.015, Texas Tax Code, the **Grantee(s)** exhibited to me an unexpired written statement issued to the **Grantee(s)** showing that the Tax Assessor-Collector for the county in which this sale was made determined that: (1) there are no delinquent ad valorem taxes owed by the **Grantee(s)** to said county, and (2) for each school district or municipality having territory in said county, there are no known or reported delinquent ad valorem taxes owed by the **Grantee(s)** to that school district or municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the 14 day of November, 2011.

Guadalupe "Lupe" Trevino
Sheriff, Hidalgo County, Texas

By: Deputy #1059

STATE OF TEXAS **X**

COUNTY OF HIDALGO **X**

Before me, the undersigned authority, on this day personally appeared Jorge L. Garza, Deputy Sheriff of Hidalgo County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 14th DAY OF November, 2011.

ELISA ARREDONDO
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 4/13/2014

Notary Public, State of Texas
My Commission Expires: 04/13/2014

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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Weslaco, TX 78596
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: 4-122.12

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Francisco J. Lopez

Address: 1511 W. 18
Mission, TX 78572

Phone: (956) 655-6319

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Evergreen Valley Est. #2 L-235.

on March 19, 2013, 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 03-15-05);

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

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

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

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

Flo U. Castillo

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____

Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12212

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

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

PARTY MAKING REQUEST:

Name: Francisco J. Lopez

Address: 1511 W. 18
Mission, TX 78572

Phone: (956) 655-6319

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

Evergreen Valley Estates. Phase II Lot 235

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Francisco J Lopez
Requesting Party (Signature)

March 19, 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:

03/20/2013
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12212
Mar. 18, 2013

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

E8250-02-000-0235-00

[1] OWNER: LOPEZ, FRANCISCO J. & ELIZAB

3850 PARKWAY DR. #172
NEDERLAND, TX. 77627
Telephone No. 655-6319

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,736 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #2 L-235

LOCATION: 0 VALVERDE & MILE 19

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $15,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 50' SIDE 6'
REAR 35'.

Prepared by — Date: 03/18/13

Approved by — Date: 02/28/13

Signature of Owner of Applicant — Date: 3-18-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [ ] Water [ ]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

CHARGE TO: VL...
GF# 128302

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: February 28, 2012

Grantor: Esmeralda Adame, a single person

Grantor's Mailing Address:

Esmeralda Adame
604 San Francisco Ave.
Mission, Texas 78572
Hidalgo County

Grantee: Francisco J. Lopez and Elizabeth Lopez, husband and wife

Grantee's Mailing Address:

Francisco J. Lopez and Elizabeth Lopez
3850 Parkway Drive #172
Nederland , Texas 77627
Hidalgo County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All of Lot 235, Evergreen Valley Estates Phase II, Hidalgo County, Texas, according to map thereof recorded in Volume 47, Page 85-97 , of the map records of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

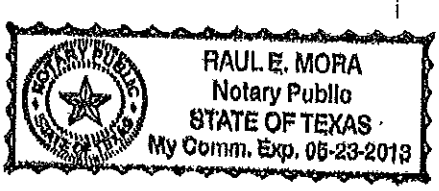
None

Exceptions to Conveyance and Warranty:

To the extent they validly exist:

This instrument was acknowledged before me on 3-16, 2012, by Esmeralda Adame.

Notary Public, State of Texas
My commission expires: _____



PREPARED IN THE OFFICE OF:

Law Office Of Raul E. Mora
5917 North 23rd
McAllen, Texas 78504
1-956-687-9417
1-956-687-8901 FAX
raulemora@aol.com

AFTER RECORDING RETURN TO:

Francisco J. Lopez
3850 Parkway Drive #172
Nederland , Texas 77627

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: 4-122 EN

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: Leonco Rivas

Address: 7926 Los Azares
Edinburg TX. 78542

Phone: 956 380 5190

Water Supplier: Nor Alamo

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032789456019048

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Los Azahares Est. Lot #21 mobile home.

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 04-13-04);

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

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; 3/19/13 (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; 3/19/13 (verified by);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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: 4-122010

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: Leoncio Rivas

Address: 7926 Los Azares
Edinburg Tx. 78542

Phone: 956 380 5990

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

lot 21, Los Azahares Est. Lot #21

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Leoncio Rivas — Requesting Party (Signature)
3/19/13 — 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:

03/20/13 — **Date**

_____ — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12206
Mar. 13, 2013

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

L5812-00-000-0021-00

[1] OWNER: RIVAS, LEONICO

7926 LOS AZARES
EDINBURG, TX. 78542
Telephone No. 648-8681

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 700 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS AZAHARES EST. LOT 21

LOCATION: 0 2812 & INGLE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $5,500

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓ NO

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

Prepared by — Date: 3/13/13

Approved by — Date: 3/08/13

Signature of Owner or Applicant — Date: 3-13-2013

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0395D
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.

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

WARRANTY DEED

DATE: FEBRUARY 5, 2013

Grantor: JOSE GUTIERREZ RAMOS
P O BOX 324
HARGILL, TX 78549

Grantee: LEONCIO RIVAS
7926 LOS AZAHARES
EDINBURG, TX 78541

Consideration:
Ten and NO/100THS($10.00) Dollars and other good and valuable consideration.

Property (Including Any Improvements):
Lot(s) 21, Los Azahares Estates Subdivision, Hidalgo County, Texas, as per map or plat thereof on file and of record in Volume 44, Page 199 through 200, Map Records, Hidalgo County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is subject to prior mineral reservation and conveyance of record, if any; oil & gas leases of record, if any; restrictive covenants of record, if any; easements of record, if any ; easements, rules, regulations and rights in favor of the water district, if any, in which the property is situated; easements and reservations, as shown on the recorded subdivision plat; applicable zoning and subdivision ordinances and taxes for the current year and subsequent years.

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

When the context requires, singular nouns and pronouns include the plural.
No title examination was requested in the preparation of this document

NO TITLE OR TAX EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PRPEPARATION OF THE DOCUMENT CONCERNING THE PURCHASE OF THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE OR TAX ON THIS PROPERTY.

EXECUTED this document on this 26th Day of February, 2013 by said Grantors.

Jose Gutierrez

JOSE GUTIERREZ RAMOS
(Grantor)

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

On this 26th Day of February, 2013 before me a NOTARY PUBLIC for said State, personally appeared Jose Gutierrez Ramos (Grantor), who personally proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public,
State of Texas,
County of Hidalgo.

My Comm. Exp:

AFTER RECORDING RETURN TO:
LEONCIO RIVAS
7926 LOS AZAHARES
EDINBURG, TX 78541
Hidalgo County

CHRISTINE GALVAN
Notary Public, State of Texas
My Commission Expires 8-28-2015

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	JOSE GENARO URBINA	3-13371
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: MARCH 26, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-1

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: 3-133'11

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

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Stephanie
Date Approved:	/ /	3/19/13

Upon the application of:

Name: Jose Genaro Urbina

Address: 1402 N Maple St. Alton, TX 78573

Phone: 802-7201 240-9030

Water Supplier: Sharyland

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

Account/ESI No.: 100329894

[ ] Temporary Pole [✓] Permanent Service

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

Palmeras Lot 9

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

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

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

-OR-

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

Sandra L. Cantu 3/19/13

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: 3-133711

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Jose Genaro Urbina,

Known to me [or proved to me in the oath of Texas Driver Licence or through IDL# 19742564 *(description of federal or state government ID card with photograph and signature)*], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Palmeras Lot 9."

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

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

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

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

-OR-

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

_____ (Signature)

SUBSCRIBED AND SWORN TO before me on March 19, 2013, to certify which, witnesses my hand and seal of office.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SANDRA A. CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

Doc-2377826

EDWARDS ABSTRACT
AND TITLE CO. GF # 782981 MLR

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

WARRANTY DEED

Date: January 24, 2013

Grantor: Jose Martinez and wife, Elisa Martinez

Grantor's Mailing Address (including county): 7014 Grand Valley
San Antonio, Texas 78242
Bexar County, Texas

Grantee: Jose Genaro Urbina, a single person

Grantee's Mailing Address (including county): 1402 N. Maple St.
Mission, Texas 78573
Hidalgo County, Texas

Consideration: Ten and No/100ths Dollars ($10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lot Nine (9), PALMERAS SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 22, Page 200, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Mineral and/or royalty grant and/or reservation in instrument(s) dated May 24, 1983, recorded in Volume 1863, Page 816, Deed Records, and dated July 19, 1982, recorded in Volume 418, Page 865, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated June 29, 1984, recorded in Volume 2014, Page 989, and dated October 31, 1984, recorded in Volume 2067, Page 45, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Conveyance of water rights and/or other rights if any, as set forth in Deed(s)dated July 19, 1982, recorded in Volume 1797, Page 573 and dated July 19, 1982, recorded in Volume 1821, Page 405, Deed Records of Hidalgo County, Texas. Title to the herein described water rights interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

Right of Way Easement dated September 17, 1979, recorded in Volume 1641, Page 20, Deed Records of Hidalgo County, Texas.

Water Service Agreement dated March 4, 1983, recorded in Volume 1829, Page 355, Deed Records of Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of United Irrigation District.

Ten foot (10') utility easement along the rear side; as per map or plat recorded in Volume 22, Page 200, Map Records, Hidalgo County, Texas.

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

Taxes for the year 2013 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Jose Martinez

Elisa Martinez

(Acknowledgment)

State of Texas
County of ~~Hidalgo~~ HAYS

This instrument was acknowledged before me on the 26th of January, 2013, by Jose Martinez and wife, Elisa Martinez.

TAEONNA NACOLE HOWARD-HICKS
Notary Public, State of Texas
My Commission Expires
March 08, 2014

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Jose Genaro Urbina

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 782981; mr:cam

Chapter 232 Texas LGC Application

APPLICATION NO:
3-13371
Mar. 5, 2013

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

P2190-00-000-0009-00

[1] OWNER: URBINA, JOSE GENARO
11982 PALMERAS DR

MISSION, TX 78573
Telephone No. 802-7201

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

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

[6] USE OF BUILDING: RES MOVE IN ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
PALMERAS LOT 9
X-29

LOCATION: 0 LOS EBANOS & 107

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDES 6' REAR 15'
18 INCHES ABOVE TOP OF CURB.

Sandra Cantu — Prepared by — 3/5/13 — Date

R. Cantu — Approved by — 3/4/13 — Date

X [signature] — Signature of Owner or Applicant — 3/5/13 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0295 D
Panel No. /Suffix:_____ Pct: 3
Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

AI-37653 **5. A.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Norma Martinez, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk
Approval of February2013 Monthly Fee Report.

BACKGROUND

Month of February 2013 Fee Report: $558,248.46

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

District Clerk Feb 2013 Fee Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 12:24 PM
Sylvia Solis	Sylvia Solis	03/14/2013 03:51 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Norma Martinez Started On: 03/13/2013 11:13 AM

Final Approval Date: 03/22/2013

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF FEBRUARY 2013

	# OF CASES			
DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))				
DIVORCE & FAMILY LAW CASES	# 359	Cases To Report	= $ 16,007.48	
PARTIAL PAYMENT				1100-207-20-000-051-0-000 $ 16,007.48
OTHER THAN DIVORCE/FAMILY	# 502	Cases To Report	= $ 24,536.52	
PARTIAL PAYMENT				1100-207-20-000-052-0-000 $ 24,536.52
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))				
DIVORCE & FAMILY LAW CASES	# 408	Actions To Report	= $ 2,039.15	
PARTIAL PAYMENT				
OTHER THAN DIVORCE/FAMILY	# 601	Actions To Report	= $ 5,916.38	
PARTIAL PAYMENT				1100-207-20-000-050-0-000 $ 7,955.53
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 1	Cases To Report	= $ 37.00	
PARTIAL PAYMENT				
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08	# 855	Cases To Report	= $ 35,292.88	
PARTIAL PAYMENT				1100-207-20-000-055-0-000 $ 35,329.88
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00				1100-341-10-090-011-0-000 $ 4,347.44

$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000

CLERK COST (GC 51.317(b)(1)&(b-1))	$ 43,523.14		
OTHER CLERK COST (GC51.317-319)	$ 28,928.05	$ 72,451.19	
TIME PAYMENT (LGC 133.103) @$10.00		$ 2,813.14	
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ 18,952.95	
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.056)		$ 457.01	
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ 1,586.50	
NSF CHECK FEE (LGC 118.141)		$ 180.00	
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))		$ -	
TOTAL CLERK'S FEES			1100-341-10-090-001-0-000 $ 96,440.79
INTEREST EARNED FOR THE MONTH OF FEBRUARY 2013			1100-361-11-000-005-0-000 $ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)			1100-341-10-090-007-0-000 $ 556.81
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)			1100-341-10-090-008-0-000 $ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00			1100-341-10-000-003-0-000 $ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50			1100-341-10-090-002-0-000 $ 703.29
TIME PAYMENT (LGC 133.103) @ $12.50			1100-207-20-000-005-0-000 $ 3,516.43
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00			1100-341-10-090-003-0-000 $ 3,160.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00			1100-207-20-000-001-0-000 $ 3,544.37
MASTER COURT FEES (14.82gFC) @$7.00			1100-341-10-090-004-0-000 $ -
JURY FEES (CCP 102.004) @$30.00			1100-341-10-090-006-0-000 $ 12,416.64
PASSPORT EXECUTION FEE @$25.00			1100-341-10-090-013-0-000 $ 1,475.00
PASSPORT PHOTO FEE @$15.00			1100-341-10-090-014-0-000 $ 320.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00			1100-341-10-090-015-0-000 $ 4,909.34
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)			1100-341-10-090-016-0-000 $ 4,993.61
SHERIFF FEES (CCP 102.011)	$ 18,062.53		
SHERIFF FEES (HCSO)	$ 7,689.41		1100-342-10-090-001-0-000 $ 25,751.94
CONSTABLE FEES(CCP 102.011) PCT. 1			1100-342-10-291-000-0-000 $ -
PCT. 2			1100-342-10-292-000-0-000 $ 130.67
PCT. 3			1100-342-10-293-000-0-000 $ 1,214.28
PCT. 4			1100-342-10-294-000-0-000 $ 1,576.01
PCT. 5			1100-342-10-295-000-0-000 $ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)			1100-351-20-090-001-0-000 $ 34,831.07
FINES (LGC 113.004)			1200-351-10-090-000-0-000 $ 130,865.83
BOND FORFEITURES (CCP 22.16)			1200-352-10-090-001-0-000 $ -
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))			1225-341-10-080-000-0-000 $ 7,500.00
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)			1241-341-10-090-001-0-000 $ 5,527.36
# _____ CIVIL FILINGS X $5.00 =	$ 4,199.77		
# _____ FELON. CONV.X $5.00 =	$ 1,327.59		
# _____ MISD.CONV. X $3.00 =	$ -		
COUNTY RECORDS PRESERVATION (GC 51.708)			1238-341-10-090-001-0-000 $ 8,376.98
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)			1238-341-20-090-001-0-000 $ 11,335.80
# _____ CIVIL FILINGS X $5.00 =	$ 5,234.47		
# _____ CRIM CONV. X $22.50 =	$ 6,101.33		
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))			1235-341-10-090-000-0-000 $ 5,828.91
# _____ CIVIL FILINGS X $5.00 =	$ 5,219.50		
# - CRIM FILINGS X $2.50 =	$ 609.41		
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00			1239-341-10-090-001-0-000 $ 11,258.68
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00			1240-341-10-090-001-0-000 $ -
LAW LIBRARY FEES (LGC 323.023) @$30.00			1247-341-10-090-001-0-000 $ 25,185.64
OTHER COURT FEES:			
CRIMINAL CLERK FEE (CCP ART. 102.005)	$ 10,970.68		
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	$ 73.00		
CRIME STOPPERS - ADULT PROBATION DEPT.	$ -		
MOTHERS AGAINST DRUNK DRIVING	$ -		
WOMEN TOGETHER EMERGENCY SHELTER	$ -		
ESTRELLA'S HOUSE	$ -		
ATTORNEY AD-LITEM	$ 225.00		
SUBTOTAL		$ 11,268.68	
LESS: LAW ENFORCEMENT LAB COSTS		$ (73.00)	
LESS: CRIME STOPPERS		$ -	
LESS: MOTHERS AGAINST DRUNK DRIVING		$ -	
LESS: WOMEN TOGETHER EMERGENCY SHELTER		$ -	
LESS: ESTRELLA'S HOUSE		$ -	
LESS: ATTORNEY AD-LITEM		$ (225.00)	
TOTAL OTHER COURT FEES			1100-341-10-090-005-0-000 $ 10,970.68

3/6/13

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 34,604.81
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 1.80
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 2.26
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ 0.31
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 0.18
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 5.07
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 66.19
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 630.00
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 26.52
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 3.61
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 1,365.33
TABC: @ $35.00		1100-207-20-000-020-0-000	$ -
P& W: @ $35.00		1100-207-20-000-021-0-000	$ 35.00
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 1,298.62
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 972.54
JUDICIAL SUPPORT FEE - **STATE**-(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 1,251.65
JUDICIAL SUPPORT FEE - **COUNTY**-(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 143.52
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 84.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 5,580.56
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 4,104.27
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 434.71
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 3,231.78
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 709.42
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 310.33
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE**(CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY**(CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 1,871.87
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 370.53
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 561.60
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ 15.00
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 558,248.46
TOTAL CASH RECEIVED			$ 565,422.46
LESS: AMOUNT PAID TO COUNTY TREASURER	$ 558,248.46		
AMOUNT DUE TO COUNTY TREASURER	$ -		
AMOUNT OVERPAID TO COUNTY TREASURER	$ -		
OTHER DISBURSEMENTS	$ 5,160.00		
TOTAL DISBURSEMENTS			$ 563,408.46
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT			$ 2,014.00

PROOF:

AMOUNT RECEIVED:	$ 5,264.00
AMOUNT LIQ.:	$ (3,548.00)
CRIME STOPPERS (ADULT PROBATION):	$ -
LAW ENFORCEMENT LAB COSTS (DPS):	$ 73.00
MOTHERS AGAINST DRUNK DRIVING	$ -
WOMEN TOGETHER EMERGENCY SHELTER	$ -
ESTRELLA'S HOUSE	$ -
ATTORNEY AD-LITEM	$ 225.00
ADULT PROBATION:	$ -
SHORTAGE/OVERAGE	$ -
NET AMOUNT	$ 2,014.00

4/10/13
3/5/13

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF FEBRUARY 2013

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	02/15/13	40727	$ 10,301.00	162826
CIVIL2)	02/25/13	40768	$ 68,415.14	163077
CIVIL3)	02/25/13	40767	$ 81,753.20	163079
CIVIL4)	03/05/13	40778	$ 72,861.00	163291
CIVIL5)	03/06/13	40780	$ 64,762.17	163357
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	02/15/13	40726	$ 8,976.00	162824
CRM2)	02/11/13	40724	$ 35,202.25	162823
CRM3)	02/15/13	40725	$ 23,661.00	162825
CRM4)	02/25/13	40769	$ 28,646.53	163071
CRM5)	02/25/13	40770	$ 26,109.00	163075
CRM6)	02/25/13	40766	$ 38,112.00	163073
CRM7)	03/05/13	40779	$ 32,196.23	163288
CRM8)	03/06/13	40782	$ 49,816.94	163289
CRM9)	03/06/13	40781	$ 17,436.00	163290
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			**$ 558,248.46**	

PREPARED BY: U. Dominguez 3/13/13
BOOKKEEPER DATE

REVIEWED BY: Norma D Mtz 3/5/13
ACCOUNTANT DATE

THIS REPORT HAS been PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

3/13/13
INTERNAL AUDIT

Arturo Valtierra 3/13/13
DISTRICT CLERK SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM RE-DC-014, 07/2012

AI-37783 **6. A.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply:
1. Nolana Commercial Place Subd.: 12" PVC casing for 6" waterline 270' North of Earling Road on East and West side of Cesar Chavez Road. 2" PVC casing with 1" water service approximately 195' West of Cesar Chavez Road on the North and South side of Earling Road.
2. 12" PVC casing with 6" waterline approximately 325' West of Cesar Chavez on the North and South side of Earling Road.

BACKGROUND

Attachments

NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 03:00 PM
Olga Garza	Olga Garza	03/22/2013 01:34 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Rebecca Gomez Started On: 03/19/2013 03:23 PM

Final Approval Date: 03/22/2013

REVISED JANUARY 2013

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 26th day of March, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 6 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

Nolana Commercial Place Subdivision: 12" PVC casing for 6" waterline 270' North of Earling Road on East and West side of Cesar Chavez Road. 2" PVC casing with 1" water service approximately 195' West of Cesar Chavez Road on the North and South side of Earling Road.

12" PVC casing with 6" waterline approximately 325' West of Cesar Chavez road on the North and South side of Earling Road.

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

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

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

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

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

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

AI-37801 **6. B.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Raba Kistner Consultants - Will be doing vertical boring on some County right of ways to test the ground for a sewer line from City of McAllen plant on Sprague Street all the way west to La Homa road.

BACKGROUND

Attachments

Raba Kistner

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 03:01 PM
Olga Garza	Olga Garza	03/22/2013 01:28 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Rebecca Gomez Started On: 03/20/2013 12:16 PM

Final Approval Date: 03/22/2013

COUNTY OF HIDALGO, TEXAS
PERMIT FOR GEOTECHNICAL ENGINEERING STUDY
ON COUNTY PUBLIC RIGHT-OF-WAY

This will acknowledge the request of Raba Kistner Consultants, Inc for permission and authorization to conduct Geotechnical Engineering work through the use of "vertical boring" activities and said applicant is here granted to enter upon right-of-ways for the purpose of making such "vertical boring" along the following public roads, to wit:

See Attached Map

Condition that said applicant will comply to the following requirements:

(1.) That you will provide adequate protection for traveling public with flagmen when necessary.
(2.) That you will no lay any lines or cables across the pavement.
(3.) All "vertical boring" on public road right-of-ways shall be confined to the shoulders and borrow pit areas of the roadway and if the roadway being used is a paved or macadamized roadway, then such "vertical boring" will be repaired by permittee.
(4.) That no "vertical boring" shall be done within one hundred fifty feet (150') of a drainage structure or one hundred feet (100') of an irrigation structure.
(5.) That no shrubs, trees, or any road facility will be disturbed or removed.
(6.) No work shall be done while road shoulders, back slope or ditches are wet or soft from recent rains.
(7.) If any of the right-of-way on which said "vertical boring" is to be done, is within or adjacent to any irrigation district or if you contemplate doing any such "vertical boring" work in any part of said district outside of such right of ways within said irrigation district, first consult with and reach an agreement with the manager of such irrigation district concerning exploratory work with reference to the irrigation and drainage structures and facilities of said irrigation district.
(8.) Any damage to any public road facilities will be repaired by County's road and highway maintenance and construction crews and you will be billed for any such expense incurred in connection therewith.
(9.) It is expressly understood and agreed that no representative is made that the County of Hidalgo, Texas is the owner in fee of the public road right of way in question and under consideration; that no representation is made by said County that it has the right to grant and give permission for "vertical boring" exploratory activities, and that permission and granting of request shall not be and become effective until formal permission had been obtained, by written letter or otherwise, from that landowner or owners upon that land which the aforementioned public road traverses and crosses. It is expressly understood and agreed that this permit does not grant permission to make underground or vertical boring surveys of any property in this vicinity, but the applicant shall

fully satisfy itself of the right to enter upon said land for the aforementioned purpose so far as the fee owner or owners thereof are concerned and the County of Hidalgo, Texas shall be applicant, held applicant from any damages or injuries occasioned by the acts of applicant as a result of applicant drilling, blasting or conducting other activities in connection with its proposed vertical boring work and applicant assumes full responsibility and liability for any damages or injuries arising or occasioned there from.

This permit is good for a 60-day period from date approved by Commissioners Court.

Witness our hands this the _____day of _____. 20___.

_____
County Judge

_____
Commissioner, Precinct No.1

_____
Commissioner, Precinct No.2

_____
Commissioner, Precinct No.3

_____
Commissioner, Precinct No.4

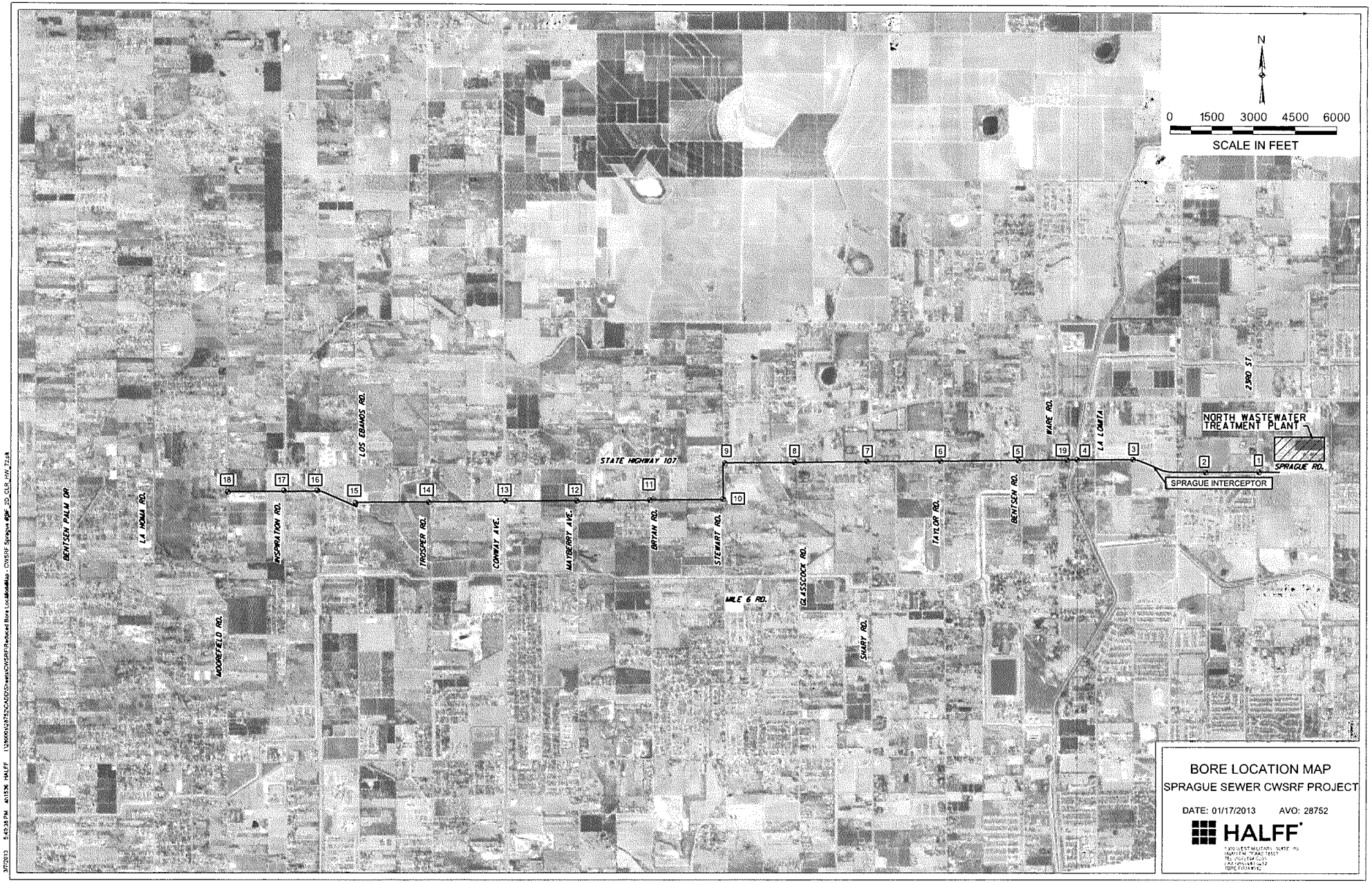
Katrin Leonard Of Permittee, Raba Kistner Consultants, Inc.

In the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and assigns.

WITNESS my hand this the 11th day of March, 2013.

_____

BY: Katrin Leonard, P.E.



BORE LOCATION MAP

SPRAGUE SEWER CWSRF PROJECT

DATE: 01/17/2013 AVO: 28752

HALFF

3/7/2013 5:40:38 PM ai1536 HALFF I:\2012\01\28752\CADD\Sheets\CWSRF\Revised Bore Location Map - CWSRF Sprague.dgn 2D-CLR_HW_72.tbl

AI-37648 **7. A.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
P0320.00.001.0001.00	Republic Title of Texas, Inc.	$51,306.94
P0320.99.001.0001.07	Republic Title of Texas, Inc.	$5,508.82

BACKGROUND

Attachments

ComCourt03262013

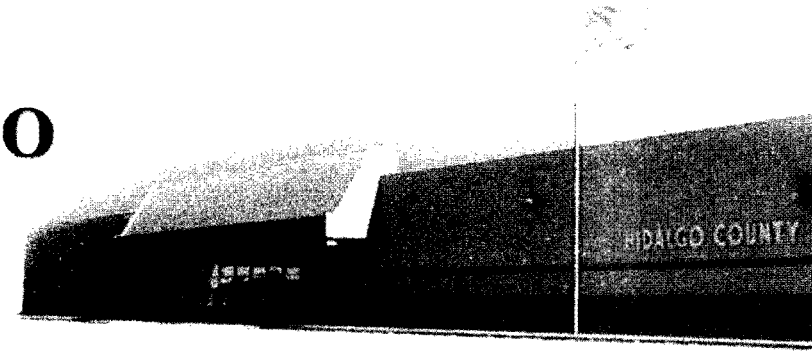
Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 12:18 PM
Olga Garza	Olga Garza	03/22/2013 02:54 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Norma Briones Started On: 03/13/2013 10:41 AM

Final Approval Date: 03/22/2013

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

March 11, 2013

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County District Court has ordered a correction to the tax roll as allowed by Property Tax Code Section 42.43. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). 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 recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal, Jr., RTA

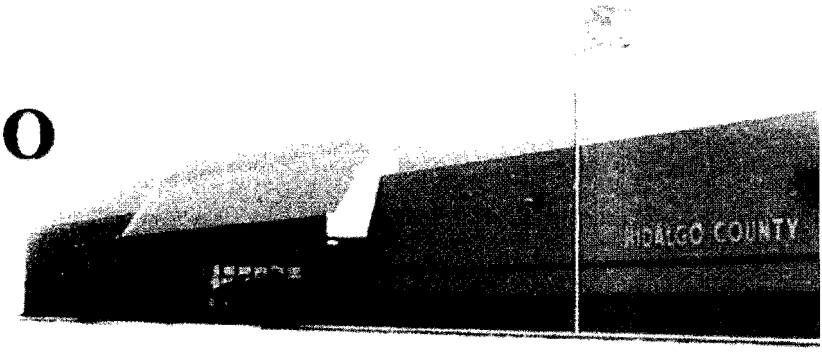
nlr

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

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

ACCOUNT NUMBER	PAYER	AMOUNT
P0320.00.001.0001.00	Republic Title of Texas, Inc.	$51,306.94
P0320.99.001.0001.07	Republic Title of Texas, Inc.	$5,508.82

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
SWEETWATER GAMA LIMITED PRTNRSHP (PAID BY: REPUBLIC TITLE OF TEXAS, INC)

Present mailing address *(number and street)*
13322 ALCHESTER LN

City, town or post office, state, ZIP code
HOUSTON, TX 77079

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): PLAM AIRE LOT 1 BLK 1

Step 2: Describe the property

Address or location of property:

548782

Account number of property:

P0320.00.001.0001.00

Tax receipt number:

OR 19848587

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	01/13 / 2012	$ 99,224.86	$ 51,306.94
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 51,306.94

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-0201-12-J

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

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: 2-6-13

sign here — Authorized official

Date 2/7/13

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)*

Pablo (Paul) Villarreal Jr.

Date 2-5-13

2/6

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	BEST WESTERN PALM AIRE HOTEL & SUITES (PAID BY: REPUBLIC TITLE OF TEXAS, INC)
Present mailing address *(number and street)*	13322 ALCHESTER LN
City, town or post office, state, ZIP code	HOUSTON, TX 77079
Phone *(area code and number)*	

Legal description (or attach copy of the tax bill or tax receipt): INVENTORY FURNITURE FIXTURES & EQUIPMENT

Step 2: Describe the property

AT 415 N INTERNATIONAL BLVD / NEW ACCT 1998

Address or location of property:

576656

Account number of property:

Tax receipt number:

P0320.99.001.0001.07 OR 19939192

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	01/19 / 2012	$ 7,736.00	$ 5,508.82
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5,508.82

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-0201-12-J

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

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

AUTHORIZED BY THE WITHHOLD

DATE 2-6-13 2/6/13

sign here — Authorized officer — Date 2/7/13

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 2-5-13

2-6

AI-37840 **7. B.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
C2264.00.000.0006.00	Bac Tax Services	$2,832.61
C2264.00.000.0006.00	Bac Tax Services	$2,843.99

BACKGROUND

Attachments

ComCourt04092013

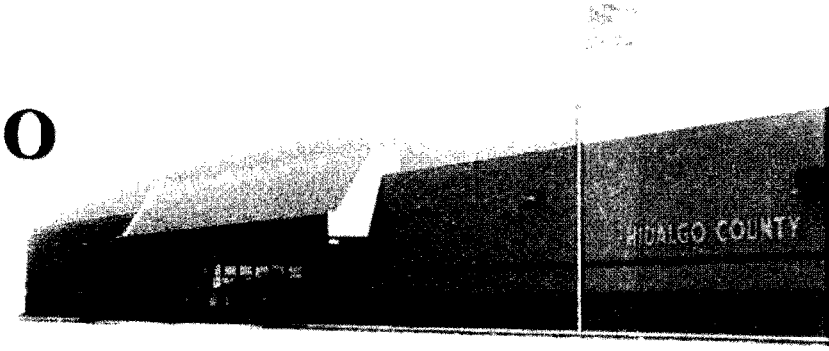
Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 10:42 AM
Manuel Chapa	Manuel Chapa	03/22/2013 07:45 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Norma Briones Started On: 03/21/2013 10:36 AM

Final Approval Date: 03/22/2013

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

March 21, 2013

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County Appraisal District has made a correction to the tax roll as allowed by Property Tax Code Section 26.15. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). 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 recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

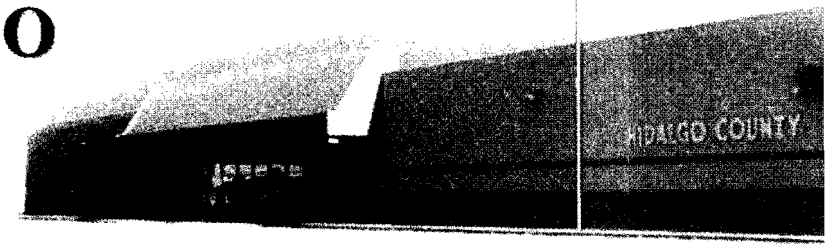
Pablo (Paul) Villarreal, Jr., RTA

nlr

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

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

ACCOUNT NUMBER	PAYER	AMOUNT
C2264.00.000.0006.00	Bac Tax Services	$2,832.61
C2264.00.000.0006.00	Bac Tax Services	$2,843.99

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE 3/13/13	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
OSCAR JR SAENZ & AZUCENA C PAID BY: BAC TAX SERVICES

Present mailing address *(number and street)*
405 CASTILLO DR

City, town or post office, state, ZIP code
SAN JUAN, TX 78589-4588

Phone *(area code and number)*
802-5115

Legal description (or attach copy of the tax bill or tax receipt): CASTILLO LOT 6

Step 2: Describe the property

Address or location of property:

646910

Account number of property:
C2264.00.000.0006.00

Tax receipt number:
OR 19297901

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	12/9 / 11	$ 2832.61	$ 2832.61
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 2832.61

Taxpayer's reason for refund *(attach supporting documentation)*: VETERAN CHANGE

RF130112

MM

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

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

sign here — Authorized officer

Date 3/21/13

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)*

Pablo Paul Sillanueva Jr

Date 3-5-13

3/6

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 3/18/13	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
OSCAR JR SAENZ & AZUCENA C PAID BY: BAC TAX SERVICES*

Present mailing address *(number and street)*
405 CASTILLO DR

City, town or post office, state, ZIP code
SAN JUAN, TX 78589-4588

Phone *(area code and number)*
802-5115

Legal description (or attach copy of the tax bill or tax receipt): CASTILLO LOT 6

Step 2: Describe the property

Address or location of property:

646910*

Account number of property:
C2264.00.000.0006.00

Tax receipt number:
OR 21871752

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	2012*	12/19 / 12	$ 2843.99	$ 2843.99
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 2843.99*

Taxpayer's reason for refund *(attach supporting documentation)*: VETERAN CHANGE*

RF130112

MM

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**

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

sign here — Authorized officer — Date 3/21/13

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 3-5-13*

3/6

AI-37657 **7. C.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
O2700.01.000.0019.00	First National Bank	$10,000.00
Q0950.00.001.0039.00	Rufo Onofre b & Perla	$3,098.49
R3113.00.001.0004.00	First National Bank	$19,000.00
S2645.00.000.0006.00	Inter National Bank	$4,197.53
S2645.00.000.0007.00	Inter National Bank	$4,549.10
W3800.00.641.0000.12	S.G Krishnan, M.D. & Associates	$5,967.25

BACKGROUND

Attachments

ComCourt03262013(1)

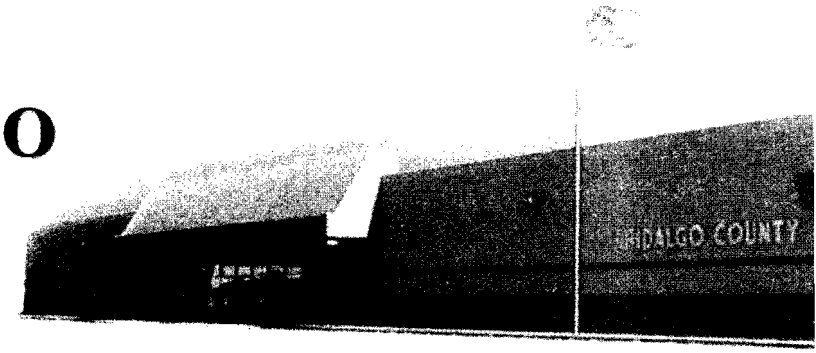
Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 03:25 PM
Manuel Chapa	Manuel Chapa	03/14/2013 09:53 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Norma Briones Started On: 03/13/2013 01:29 PM

Final Approval Date: 03/22/2013

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

March 11, 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

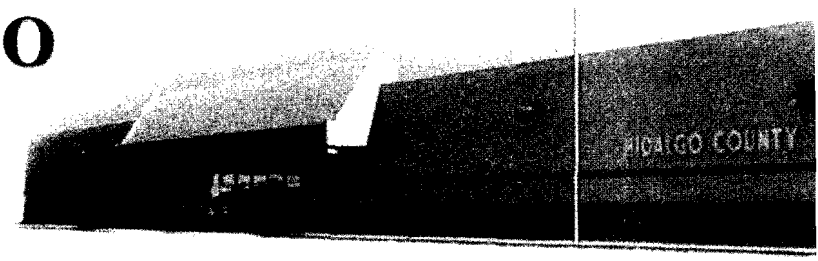
nlr

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

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

ACCOUNT NUMBER	PAYER	AMOUNT
O2700.01.000.0019.00	First National Bank	$10,000.00
Q0950.00.001.0039.00	Rufo Onofre B & Perla	$3,098.49
R3113.00.001.0004.00	First National Bank	$19,000.00
S2645.00.000.0006.00	Inter National Bank	$4,197.53
S2645.00.000.0007.00	Inter National Bank	$4,549.10
W3800.00.641.0000.12	S.G Krishnan, M.D. & Associates	$5,967.25

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/03/2013

Paper:

FNB

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 01/29/13
J.C 2/26/13

CANALES EVARISTO
2605 QUINCE LN
MCALLEN, TX 78501-7371

Account Number O2700-01-000-0019-00 4
HCAD No. 251091 4
Legal Description of the Property OLIVAREZ #1 E 31' OF 19 & W 46.5' OF 20
2605 QUINCE AVE
OWNER: CANALES EVARISTO 4

2012 OVERAGE AMOUNT $10,000.00 4

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Seetion 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name FNB	Relationship to Property Owner bank
	Mailing Address P.O. Box 310	Daytime Telephone Number 380-8529
	City, State, Zip Code Edinburg	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year _____ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account 251091	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer 1,094.59 (11,094.59)	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed $10,000.00	
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1 call 380-8529 when ck is ready For pick up	
	Transfer this amount to account For tax year	
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Linda M Pena	Date of application
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: _____	Date: 3/7/13
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: Paul Pullam	Date: 1-28-13

This application must be completed, signed, and submitted with supporting documentation to be valid.

1/29

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
RUFO ONOFRE B & PERLA +

Present mailing address *(number and street)*
4301 S MILE 4W +

City, town or post office, state, ZIP code
WESLACO, TX 78596 +

Phone *(area code and number)*
X 615-943-6913

Legal description (or attach copy of the tax bill or tax receipt): QUAIL HOLLOW LOT 39 BLK 1

Step 2: Describe the property

Address or location of property:

555972 +

Account number of property:
Q0950.00.001.0039.00 +

Tax receipt number:
OR 22045843

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	2012 +	12/28 / 2012	$ 3,098.49	$ 3,098.49 +
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3,098.49 +

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT#555972

REFUND BACK TO TAX PAYER.

NB Please Apply to W3800-00-822-0000-06 + Date8 12/28/12

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: X [signature]

Date of application for tax refund: X 1/25/13

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: 2-19-13
2/22/13

sign here — Authorized official: [signature]

Date: 2/26/13

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)*: [signature]

Date: 1-28-13

1/29

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/02/2013

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: N 2/19/13
PC 4/26/13

~~AIDA ZULEMA FLORES~~
~~1406 E AZALIA AVE~~
~~HIDALGO, TX 78557-2650~~

Payer:
FNB

Account Number
R3113-00-001-0004-00 4
HCAD No. 563158 4

Legal Description of the Property
RIO LARGO ESTATES LOT 4 BLK 1

1406 AZALEA ST

OWNER: FLORES AIDA ZULEMA 4

2012 OVERAGE AMOUNT $19,000.00 4

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 29: CITY OF HIDALGO, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE, 57: HIDALGO ISD

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name FNB	Relationship to Property Owner
	Mailing Address P.O. Box 310	Daytime Telephone Number 380-8529
	City, State, Zip Code Edinburg Tx 78540	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year _____ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account 563158	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer $2,303.02 ($1,303.02)	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed $19,000.00	
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1 call for pickup check 380-8529	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Media M Pa	Date of application 1-24-13
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By: _____	Date: 3/7/13
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By: _____	Date: 1-28-13

This application must be completed, signed, and submitted with supporting documentation to be valid.

1/29

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: 12/19/2012

Account Number
S2645-00-000-0006-00 4
HCAD No. 546790 4
Legal Description of the Property
SHADOW LOT 6
914 W CHEROKEE AVE
OWNER: GARZA BENITO 4

Payer:
INTERNATIONAL BANK 4
P.O. BOX 1700
1801 S. 2ND ST.
MCALLEN , TX 78505

2012 OVERAGE AMOUNT $4,197.53 4

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Inter National Bank	Relationship to Property Owner: Lender
	Mailing Address: 1801 S 2nd St	Daytime Telephone Number: 956-664-8480 ext 1517
	City, State, Zip Code: McAllen TX 78505	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2012 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	10,370.54 4
	Total tax, penalty, and interest amount owed for the year	6,173.01
	Amount of refund claimed	4,197.53
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1	
	Transfer this amount to account ____ For tax year ____	
	Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE [signature]	Date of application 1/22/13
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	

AUDITORS USE ONLY: [✓] Approved [ ] Denied By: [signature] Date: 3/7/13

TAX OFFICE USE ONLY: [✓] Approved [ ] Denied By: [signature] Date: 1-28-13

This application must be completed, signed, and submitted with supporting documentation to be valid.

.1.14

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PM) 2-19-13

1/29

2/21/13

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: 12/19/2012

Account Number
S2645-00-000-0007-00 4
HCAD No. 546791 4
Legal Description of the Property
SHADOW LOT 7
910 W CHEROKEE AVE
OWNER: GARZA BENITO JR 4

Payer:
INTERNATIONAL BANK 4
P.O. BOX 1700
1801 S. 2ND ST.
MCALLEN , TX 78505

2012 OVERAGE AMOUNT $4,549.10 4

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Inter National Bank	Relationship to Property Owner: Lender
	Mailing Address: 1801 S 2nd St	Daytime Telephone Number: 956-664-8480 ext 1510
	City, State, Zip Code: Mcallen TX 78505	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2012 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	11,564.86 4
	Total tax, penalty, and interest amount owed for the year	7,015.76
	Amount of refund claimed	4,549.10
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1	
	Transfer this amount to account ____ For tax year ____	
	Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE [signature]	Date of application 1/22/13
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By: [signature]	Date: 3/7/13
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By: [signature]	Date: 1-28-13

This application must be completed, signed, and submitted with supporting documentation to be valid.

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: [signature] 2-19-13

1.14

1/29

2/21/13

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: 11/19/2012

Payer:

S.G. KRISHNAN MD & ASSOCIATES
1331 EAST 6TH STREET
WESLACO, TX 78596

Account Number
W3800-00-641-0000-12 +
HCAD No. 326457 +

Legal Description of the Property
WEST TRACT FT 641 0.89AC-0.97AC-W2.24

1331 E 6TH ST

OWNER: KRISHNAN S GOPAL MD +

2012 OVERAGE AMOUNT $5,967.25 +

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 40: CITY OF WESLACO, 53: WESLACO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name S. GOPAL KRISHNAN	Relationship to Property Owner SELF
	Mailing Address 1331 East 6th	Daytime Telephone Number 9569689502
	City, State, Zip Code Weslaco	Tx 78596
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2012 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	✓ Mail to Property Owner	
	Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct.	
	SIGN HERE S. Gopal Krishnan	Date of application 1/16/2013
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied	By: [illegible] Date: 3/7/13
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied	By: Dayle Villarreal Date: 1-22-13

This application must be completed, signed, and submitted with supporting documentation to be valid.

AUDITED BY THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: BN 2/19/13

1/29

AI-37518 **8. A.**

CC CONSENT

Meeting Date: 03/26/2013

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

Department: COMM. PCT. #3

Information

CAPTION

Precinct #3:
Requesting approval to pay membership dues to the International Right of Way Association for Carlos Moreno, Hidalgo County Pct #3 ROW Agent, in the amount of $205.00 (requisition #232063)with authority for County Treasurer to issue payment after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-004-0-XXX

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

BUDGETARY IMPACT:

Funds available in Requisition #232063 as of 03/22/2013.

Attachments

IRWA Invoice
IRWA Requisition
affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 01:11 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Norma Ceballos Started On: 03/07/2013 10:20 AM

Final Approval Date: 03/22/2013

IRWA
Learn. Lead. Advance

International Executive Committee

President
SR, MAI, FRICS
Inc., Austin

President Elect
SR/ R, R/W-RAC
LLC

Vice President
SR/W R/W-URAC, R/W-RAC, R/W-NAC
Management Group, Inc.

Treasurer
A, R RAC, R/W-URAC
Inc.

Secretary
SR/W R/W-NAC

Executive Vice President
Association

General Counsel
Corporation

International Region Chairs

Region 1
SR/ A

Region 2
SR/W
LLC

Region 3
SR, R, R/W-NAC
Chief

Region 4
SR/W
Transportation

Region 5
SR/W
Co.

Region 6
SR/ A

Region 7
A
Railw

Region 8
SR,
of Transportation

Region 10
SR/W

International Committee Chairs

Asset Management
SR, A, R/W-AMC, R/W-RAC, CCIM

Communications & Marketing
WA
LC

Ethics
SR/W
Serv

Local Public Agency
SR/W
Authority

Nominations & Elections
SR/ R/W-RAC

Partners
Ltd.

Professional Development
WA, W-NAC
Canada

Relocation
SR/W R/W-RAC, R/W-NAC
Management Group, Inc.

Surveying & Engineering
SR,
Corporation

Transportation
R/WA, W-RAC

Utilities
R/WA, W-NAC, R/W-EC
Texas, LLC

Valuation
SRA
Seale,

December 2012

Dear IRWA Member,

We appreciate your loyalty and thank you for choosing IRWA as your professional organization. It is only through the support of members like you that our Association has continued to thrive.

IRWA has become recognized as the central authority for the right of way industry. Your membership and affiliation with IRWA provides you with the benefits of being current, credentialed and connected.

- Current, through IRWA's industry news, International Education Conference, Right of Way magazine and Federal Agency Updates.
- Credentialed, increasing your value to employers, clients and peers. The Right of Way Professional Career Path offers milestones toward achieving the SR/WA Designation, and we offer certifications in six right of way disciplines.
- Connected, through your local chapter, your region and at the international level with unparalleled access to a network of industry experts and right of way professionals.

Maintaining your membership speaks volumes about your commitment to professional development and the investment you are willing to make in advancing your career.

Renew today!

Your annual membership expires on December 31, 2012. (If you have sent your dues payment within the past five days, we thank you.)

We've made it easy to renew:

1) By mail: Return the enclosed renewal notice with your payment.
2) Online: Visit www.irwaonline.org and click on the "Membership" option, then "Dues Renewal Invoice" located on the right side.

You are a highly valued member and we appreciate your continued support. If there is something we can do to assist with your membership renewal, please contact Bonnie Gray, Assistant Controller-Member Services at (310) 538-0233, ext. 134 or gray@irwaonline.org.

We look forwarding to serving you in 2013.

Regards,

Patricia A. Petitto

Patricia Petitto, SR/WA, R/W-RAC
International President

INTERNATIONAL RIGHT OF WAY ASSOCIATION
19210 S. Vermont Ave., Building A, Suite 100, Gardena, CA 90248
Tel: (310) 538-0233 Fax: (310) 538-1471
www.irwaonline.org

International Right of Way Association (US)
PO BOX 51716
Los Angeles, CA 90051-6016

Customer #: 7904071

Invoice

Invoice # : 245093
Invoice Date: 09/19/2012

Carlos Moreno, Jr.
Hidalgo County ROW Dept.
2401 N Moorefield Road
Mission, TX 78572

Descrip				
Contribution to the RWIEF 96398	1	$15.00	$0.00	$15.00
Regular Member Renewal-US	1	$205.00	$0.00	$205.00

INVOICE RECEIVED BY
[illegible] ON 2/21/13
GOODS/SERVICES RECEIVED BY
CJ Moreno ON _____

Thank you for supporting the Education Foundation with your $15 contribution. Each and every dollar is used for funding IRWA educational courses and professional development programs. (If you wish to contribute more, please add that amount to the Total Due at the bottom and include it in your Amount Remitted. If you elect not to contribute, simply subtract it from the Total Due.)
If you have already paid your 2013 dues, we thank you! (Please disregard this notice.)

Invoice Total	$220.00
Amount Paid	$0.00
[illegible]	**$220.00**

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Customer #: 7904071 Invoice # : 245093

Carlos Moreno, Jr.
Hidalgo County ROW Dept.
2401 N Moorefield Road
Mission, TX 78572

☐ Check Enclosed
Card Provider _____ Exp Date ___/___
Card # _____
Card Holder's Name _____
Card Holder's Signature _____

Remit Payment To:

International Right of Way Association (US)
PO BOX 51716, Los Angeles, CA 90051-6016

Total Due: **$220.00**
Amt Remitted : _____

Contributions or gifts to the International Right of Way Association are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses.

Requisition Inquiry - FOINQ01A 8/21/12 10:20 pm

Requisition No 00232063
Po No
Date Entered 02-22-2013
Status Needs Approval by PURC

Vendor INTERNATIONAL RIGHT OF WAY ASSC.
Address P.O. BOX 51716
LOS ANGELES CA 90051-6016

Owner LMENDOZA

Line No	Quantity	Description	Unit Price	Payment Amount
1	1			.00
2	1	REGULAR MEMBER RENEWAL - US (CARLOS MORENO JR.)	205.0000	205.00

Total **205.00**

Account Number	Description	Account Balance	Amount
3-1200-431-00-123-004-0-810	PCT3 ADM-DUES & MEMBERSHIPS	245.00	205.00

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, Carlos Moreno, do hereby state that membership in the International Right of Way 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 International Right of Way Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3/19/2013
TITLE: Right of Way Agent

Before me Robert Rodrigue, a Notary Public, appeared Carlos Moreno, 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)

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

Robert Rodrigue
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-37617 **Membership Dues 8. B.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Dairen Sarmiento **Submitted By:** Perla Lopez, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services:
Approval of 2013 Texas Indigent Health Care Association membership dues in the total amount of $200.00, with authority for County Treasurer to issue check after review and auditing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-444-00-240-001-0-810

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

BUDGETARY IMPACT:

Available funds in Requisition #00231810 (pending approval of membership dues) as of 3/11/13 are $200.00.

Attachments

Invoice
affidavit

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Perla Lopez Started On: 03/11/2013 12:21 PM

Final Approval Date: 03/22/2013

RECEIVED
JAN 28 2013
HidalgoCountyHumanServices

TEXAS *Conference of*
Urban Counties

Invoice

Date	Invoice #
1/22/2013	6643

Bill To
Hidalgo County Dairen Sarmiento 1304 South 25th Ave. Edinburg, TX 78542

Texas Conference of Urban Counties
500 W. 13th. St.
Austin, TX 78701

Req # 0023181D

EIN# 74-3019904

NIGP #95296

Description	Amount
Membership Dues for Texas Indigent Health Care Association 2013	200.00

Invoice Received by: _____ Date _____
Goods/Services Received by: _____ Date _____
_____-1100-444-00-240-001-0-810
Payment Amount $ _____
PO# _____

Total	$200.00
Balance Due	$200.00

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	cuc@cuc.org	http://www.cuc.org

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, Daren Sarmiento, do hereby state that membership in the T.I.H.C.A., 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 T.I.H.C.A is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Daren Sarmiento DATE: 3/25/13
TITLE: Director

Before me Petra Rubio, a Notary Public, appeared Daren Sarmiento (pic), 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.

PETRA RUBIO NOTARY PUBLIC, STATE OF TEXAS COMMISSION EXPIRES 09-18-2016

(SEAL)

Petra Rubio
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-37738 **9. A.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Financial Report: February 2013

BACKGROUND

Policy Council Approval: 03.20.13

Attachments

Financial Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 02:10 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Linda Galaviz Started On: 03/18/2013 10:20 AM

Final Approval Date: 03/22/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: March 20, 2013

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report: February

****

INITIATED BY: Elma Keller, Finance Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program

Encumbrance Budget Report - 2013 Policy Council Budget

From 2/1/2013 Through 2/28/2013

A... C...	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,808,184.73	2,126,462.52	0.00	14,681,722.21	87.34%	1,265,346.77
02	FRINGE BENEFITS	5,954,588.76	798,901.21	0.00	5,155,687.55	86.58%	431,519.71
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
05	SUPPLIES	731,455.00	179,689.51	134,341.83	417,423.66	57.06%	105,856.47
06	OTHER COST	1,957,668.51	204,839.05	115,412.65	1,637,416.81	83.64%	160,621.78
Report Total		25,461,897.00	3,309,892.29	249,754.48	21,902,250.23	86.02%	1,963,344.73

AI-37741 **9. B.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Special Services Monthly Report: February 2013

BACKGROUND

Policy Council Approval: 03.20.13

Attachments

Special Services Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 02:10 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Linda Galaviz Started On: 03/18/2013 10:32 AM

Final Approval Date: 03/22/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: March 20, 2013

SUBJECT: Approval of Special Services Monthly Report

RATIONALE/NEED: This report keeps the Policy Council Members informed on the number count of children with special needs.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Special Services Report: February 2013

****

INITIATED BY: Connie Horta, Special Services Director

REVIEWED BY: Nora S. Munoz, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Special Services Monthly Program Report
February, 2013

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Quality	Parent Refusal of Services	Total Center Enroment	10% Quota
Alamo	14	0	5	0	0	117	12
Alton	20	1	11	1	0	100	10
Donna I	24	9	24	5	5	136	14
Donna II	6	0	7	2	0	60	6
Donna IV	3	1	9	4	1	33	3
Edcouch	12	3	25	0	0	182	18
Edinburg I	3	0	7	0	0	57	6
Edinburg II	3	3	8	0	0	34	3
Edinburg III	5	0	2	0	0	51	5
Edinburg IV	19	0	26	2	5	194	19
Edinburg V	17	0	12	1	0	154	15
Elsa	6	3	2	0	0	57	6
Hidalgo	8	0	3	1	0	54	5
La Herencia	6	2	2	2	0	52	5
La Joya	9	1	6	0	0	94	9
Las Milpas I	15	0	10	0	0	114	11
Las Milpas II	5	0	4	3	0	51	5
Austin 1 Stop	15	2	18	0	0	135	14
McAllen IV	7	0	4	1	0	51	5
McAllen V	7	0	0	0	0	57	6
McAllen VI	9	0	3	0	2	51	5
Vine Terrace	8	0	5	0	0	57	6
Mercedes I	20	6	7	0	1	117	12
Mercedes II	3	4	3	0	0	34	3
Mission I	9	1	1	0	0	80	8
Mission II	12	0	8	1	1	148	15
Mission III	6	0	1	1	0	51	5
Mission IV	7	0	2	0	0	55	6
Monte Alto	5	8	0	0	0	37	4
Palmview I	12	4	13	0	0	100	10
Palmview II	10	2	13	0	0	160	16
Palmview III	12	2	4	0	0	120	12
Pharr	13	2	4	0	0	94	9
Progreso	7	12	2	0	0	57	6
San Carlos	7	0	11	4	0	80	8
San Juan I	6	0	10	0	0	54	5
San Juan II	19	0	17	0	0	179	18
Sullivan	11	0	4	2	0	94	9
UTPA	5	3	5	1	0	34	4
Weslaco I	7	1	12	3	1	77	8
Weslaco II	5	0	4	3	0	74	7
Weslaco III	5	2	6	0	1	97	10
Western Rd	8	0	4	0	0	57	6
Total	**410**	**72**	**324**	**37**	**17**	**3690**	**369**

10% Quota Met

AI-37740 **9. C.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Texas Department of Agriculture Meals and Snacks Monthly Report: February 2013

BACKGROUND

Policy Council Approval: 03.20.13

Attachments

Meals/Snacks Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 02:10 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Linda Galaviz Started On: 03/18/2013 10:26 AM

Final Approval Date: 03/22/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: March 20, 2013

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Monthly Reports

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Meals-Snacks Report: February 2013

****

INITIATED BY: Gilbert Silva, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Mar. '12	Apr. '12	May. '12	June/July '11	Aug. '12	Sept. '12	Oct. '12	Nov. '12	Dec. '12	Jan. '13	*Feb. '13	Meal Totals
Breakfast	47,057	59,892	51,944	Centers closed	46,011	62,533	72,089	56,696	40,949	51,541	56,543	545,255
Lunch	46,827	58,397	50,397	Centers closed	46,001	62,221	71,842	56,203	40,143	51,192	56,410	539,633
PM Snack	42,155	51,023	42,608	Centers closed	41,563	53,697	62,409	47,699	33,472	43,969	50,678	469,273
Monthly Totals	136,039	169,312	144,949	Centers closed	133,575	178,451	206,340	160,598	114,564	146,702	163,631	1,554,161

*Preliminary

Rates for Free Meal Reimbursement

Breakfast: $ 1.55

Lunch: $ 2.86

Cash in Lieu of Commodities (Lunch): $0.2275

Snack: $ 0.78

Submitted by: *Veronica Templeton, CN Bookkeeper*

3/1/2013

AI-37739 **9. D.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Children's Applications for 2012-2013

BACKGROUND

Policy Council Approval: 03.20.13

Attachments

Children's Applications

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 02:11 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Linda Galaviz Started On: 03/18/2013 10:23 AM

Final Approval Date: 03/22/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: March 20, 2013

SUBJECT: Approval of Children's Applications for Program Year 2012-2013

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Children's Applications Report

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program

Application Status Report: PY 2012 - 2013 (Approval Date: 3/20/2013)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Waiting List	Vacancies
1	Alamo (6 - 119)	117	62	55	152		97	
2	Alton (5 - 100)	100	49	51	98		47	
3	Donna I (8 - 136)	136	55	81	148		67	
4	Donna II (3 - 60)	60	28	32	60		28	
5	Donna IV (2 - 33)	33	17	16	43		27	
6	Edcouch (10 - 257)	182	93	89	147		58	
7	Edinburg I (3 - 67)	57	21	36	60		24	
8	Edinburg II (2 - 34)	34	20	14	37		23	
9	Edinburg III (3 - 51)	51	22	29	39		10	
10	Edinburg IV (10-194)	194	86	108	204		96	
11	Edinburg V (8 - 182)	154	80	74	148		74	
12	Elsa (3 - 64)	57	30	27	47		20	
13	Hidalgo (3 - 60)	54	31	23	46	2	23	
14	La Herencia (3 - 52)	52	22	30	44		14	
15	La Joya (5 - 116)	94	50	44	100		56	
16	Las Milpas I (6 - 120)	114	58	56	122		68	
17	Las Milpas II (3 - 51)	51	33	18	55		37	
18	Austin (7 - 178)	135	57	78	142		64	
19	McAllen IV (3 - 51)	51	20	31	44		13	
20	McAllen V (3 - 67)	57	21	36	56		20	
21	McAllen VI (3 - 51)	51	18	33	44		11	
22	Mercedes I (6 - 119)	117	64	53	108		55	
23	Mercedes II (2 - 34)	34	12	22	39		15	
24	Mission I (4 - 110)	80	38	42	70		28	
25	Mission II (8 - 148)	148	59	89	110		21	
26	Mission III (3 - 51)	51	29	22	41		19	
27	Mission IV (3 - 62)	55	29	26	56		30	
28	Monte Alto (2 - 40)	37	12	25	33		8	
29	Palmview I (8 - 188)	100	79	21	99		78	
30	Palmview II (8 - 192)	160	62	98	149	1	51	
31	Palmview III (6 - 122)	120	70	50	84		34	
32	Pharr (5 - 100)	95	67	27	95		68	
33	Progreso (3 - 60)	57	28	29	43		14	
34	San Carlos (4 - 80)	80	38	42	76		34	
35	San Juan I (3 - 60)	54	23	31	67		36	
36	San Juan II (10 - 182)	179	85	94	173		79	
37	Sullivan City (6 - 124)	94	60	34	57		24	
38	UTPA (2 - 34)	34	18	16	35		19	
39	Vine Terrace (3 - 60)	56	17	40	51		11	
40	Weslaco I (4 - 84)	77	31	46	64		18	
41	Weslaco II (4 - 84)	74	31	43	64		21	
42	Weslaco III (5 - 100)	97	45	52	77		25	
43	Western Rd (3 - 69)	57	26	31	81		50	
	GRAND TOTAL	3690	1796	1894	3508	3	1615	0

AI-37675 **10. A.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Ray Eufracio, CPA Submitted By: Becky Morales, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of January and February 2013.
2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2013 09:45 AM
Erika Zamora	Erika Zamora	03/14/2013 04:13 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Becky Morales Started On: 03/14/2013 08:25 AM

Final Approval Date: 03/22/2013

AI-37668 **IT Department 11. A.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Fire Marshal:
Authorization and approval to deactivate wireless device service through the County's memberhsip/participation with CONTRACT: DIR-SDD-611 and HGAC CW05-02 with SPRINT for the following:

Description:	Employee Name:	Plan Description:	MDN:
Data Card	Office Use	3G Mobile Broadband Plan	956-270-9146
Data Card	Office Use	3G Mobile Broadband Plan	956-270-9147
Data Card	Office Use	3G Mobile Broadband Plan	956-270-9148
Data Card	Office Use	3G Mobile Broadband Plan	956-270-9149
Data Card	Office Use	3G Mobile Broadband Plan	956-270-9150
Data Card	Office Use	3G Mobile Broadband Plan	956-270-9151
Data Card	Office Use	3G Mobile Broadband Plan	956-270-9152
Cell Phone	Juan Martinez/138126	Business Advantage Messaging & Data 450/w Anymobile Anytime + Premium Data BuyUp @ $63.89	956-239-1180
Cell Phone	Wesley D. Bradley/138088	Business Advantage Messaging & Data 450/w Anymobile Anytime + Premium Data BuyUp @ $63.89	956-393-1848
Cell Phone	Eric Sanchez/193593	Business Advantage Messaging & Data 450/w Anymobile Anytime + Premium Data BuyUp @ $63.89	956-289-3873
Cell Phone	Tommy Ureste/126403	Business Advantage Messaging & Data 450/w Anymobile Anytime + Premium Data BuyUp @ $63.89	956-227-7024
Cell Phone	Rolando Casas/105937	Business Advantage Messaging & Data 450/w Anymobile Anytime + Premium Data BuyUp @ $63.89	956-289-3857

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact - Deactivation of phones

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2013 08:35 AM
Roland Garcia	Rolando Garcia	03/22/2013 09:10 AM
Purchasing Department	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Griselda Salazar Started On: 03/13/2013 03:33 PM

Final Approval Date: 03/22/2013

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 270. 9146	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: _____ Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $[illegible] /mo (x) ___ months = [illegible] Account: [illegible]

Service: $_____/mo (x) ___ months = _____ Account: _____ **-619/664**

Requisition Total: [illegible] **Requisition Number:** _____

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 | Juan Martinez (Print Name) | 2/26/13 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra (Print Name) | 3/4/13 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Sprint data card service

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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

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 270-9147		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: _____ Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account:_____ **532**

Service: $_____/mo (x) ____ months = _____ Account:_____ **-619/664**

Requisition Total:_____ **Requisition Number:**_____

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 | Juan Martinez Print Name | 2/26/13 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra Print Name | 3/4/13 Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint data card service

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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

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 270-9148		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

(Office Use)/ Employee: _____ Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: _____ (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

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 | Juan Martinez | 2/26/13
Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra | 3/4/13
Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint data card S/N.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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

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 270-9149		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: _____ Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: _____ (x ____ months _____ Accou[illegible]

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ _____ **Requisition Number:**_____

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] Juan Martinez 2/26/13

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 3/4/13

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint data card serv.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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

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 270-9150		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: _____ Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $____/mo (x) ___ months = ____ Accou...-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ _____ **Requisition Number:**_____

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	Print Name	Date
	Juan Martinez	2/26/13

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint data card serv...

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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

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 270-9151		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: _____ Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: [illegible]/mo (x) [illegible] months = [illegible] Account: [illegible] 532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total: _____ **Requisition Number:** _____

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 | Juan Martinez Print Name | 2/26/13 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra Print Name | 3/4/13 Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint data card srv.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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

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 270-9152	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

(Office Use) / Employee: _____ Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $_____/mo (x) ___ months = _____ Account:_____ 32

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

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 Juan Martinez Print Name 2/26/13 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Valde Guerra Print Name 3/4/13 Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint data card serv.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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

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 239-1180	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
X Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Juan Martinez Employee ID# 138126 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: _____ no (x) ____ months _____ Accou _____ 532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: _____ **Requisition Number:** _____

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] Juan Martinez 2/26/13

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 3/4/13

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint cell phone serv.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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

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 393-1848	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Wesley D. Bradley Employee ID# 138088 Signature: _____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: _____ ...o (x, ___ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

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	Print Name	Date
_____	Juan Martinez	2/26/13

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
_____	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint cell phone serv.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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

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 289-3873	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Eric Sanchez Employee ID# 193593 Signature: E S

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $____/mo (x) ____ months = ____ Account: ____ -2

Service: $____/mo (x) ____ months = ____ Account: ____ -619/664

Requisition Total: ____ **Requisition Number:** ____

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	Print Name	Date
	Juan Martinez	2/26/13

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint cell phone serv.

Commissioner's Court Action: **Commissioner's Court Date:** ____

☐ **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

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 227-7024	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Tommy Ureste Employee ID# 126403 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $ /mo (x) ___ months = ___ Account: ___ 12

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

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] Juan Martinez 2/26/13

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 3/4/13

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint cell phone serv.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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

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 289-3857	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
X Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Rolando Casas Employee ID# 105937 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: _____ no (x, ___ months = _____ Account: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

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] Juan Martinez 2/26/13

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 3/4/13

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate Sprint cell phone Serv.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **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-36273 **12. A.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

389th District Court:

Requesting authority to enter into a 36-month new copier (capital) lease for a WC7120P copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 through Requisition #230271 in the amount of $244.59/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-008-001-0-780

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

BUDGETARY IMPACT:

Funds available as of 03/20/2013, refer to Req #00230271.

Attachments

Requisition

Quote

Web Price

Capital Log Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/24/2013 10:37 AM
Budget & Management	Obdett Calzada	01/24/2013 10:43 AM
Ivan Cantu	Ivan Cantu	01/24/2013 01:54 PM
Purchasing Department	Marty Salazar	03/19/2013 09:46 AM
Ivan Cantu	Ivan Cantu	03/19/2013 01:43 PM
Budget & Management	Obdett Calzada	03/19/2013 03:05 PM
Sylvia Solis	Sylvia Solis	03/20/2013 01:07 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Matilde Faz Started On: 01/10/2013 10:25 AM

Final Approval Date: 03/22/2013

Requisition

Req # 00230271

PO #

Date: 01/25/13

Consent #36273 3/26/13

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: 389th District Court
100 N. Closner, 2nd Floor
Edinburg Tx 78539

Contact:

956-318-2080

Contract No: SMARTBUY

Special Instructions:

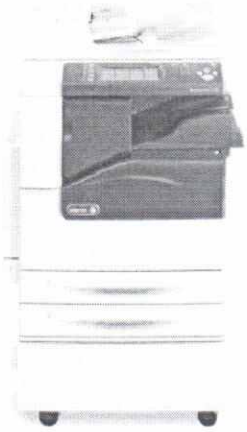
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		389TH DISTRICT COURT TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION SMARTBUY PURCHASE ORDER TRADE-IN SERIAL #RYR398361 DO NOT DUPLICATE ORDER		
1.00	EACH	CO NEW 36 MONTH (CAPITAL) LEASE COPIER EQUIP DESCRIPTION COMMODITY CODE: 985-13-24001-4 XEROX WORKCENTRE 7120P 20 BLACK/WHITE PPM DIGITAL COPIER 20 COLOR PPM DIGITAL COPIER PRINTER WITH TWO-520 SHEET TRAY, 100 SHEET BYPASS TRAY, DADF, NAT Kit, DADF, 2 GB PLUS 80GB HARD DRIVE, INTEGRATED FINISHER PRICE INCLUDES 5,000 B/W IMPRESSIONS ALL EXCESS B/W PRINTS AT $0.0084 EACH 1,850 COLOR IMPRESSIONS ALL EXCESS COLOR PRINTS AT $0.0690 EACH	.00	.00
9.00	MONTH	CO NEW 36 MONTH (CAPITAL) LEASE COPIER TERM LEASE COMMODITY CODES 985-13-24100-4	215.21	1,936.89
9.00	MONTH	CO NEW 36 MONTH SCAN TO PC 985-13-24109-5	11.21	100.89
9.00	MONTH	CO NEW 36 MONTH CUST ED / CONSULTING REQUIRED FOR PRINTING 985-13-24107-9	18.17	163.53
		Account No	Encumbrance	
		3-1100-412-00-008-001-0-780	2,201.31	
			Freight	.00
			Total	2,201.31
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

3894 DC

XEROX 985-L2 36 MONTH LEASE PRICING

230271



XEROX WORKCENTRE 7120P

20 black / white ppm digital copier

20 color ppm digital copier

Printer with two-520 sheet Tray, 100 Sheet Bypass Tray, DADF, NAT Kit, DADF, 2GB plus 80GB hard drive, Integrated Finisher

Price includes

5,000 B/W impressions

All excess B/W prints at $0.0084 each

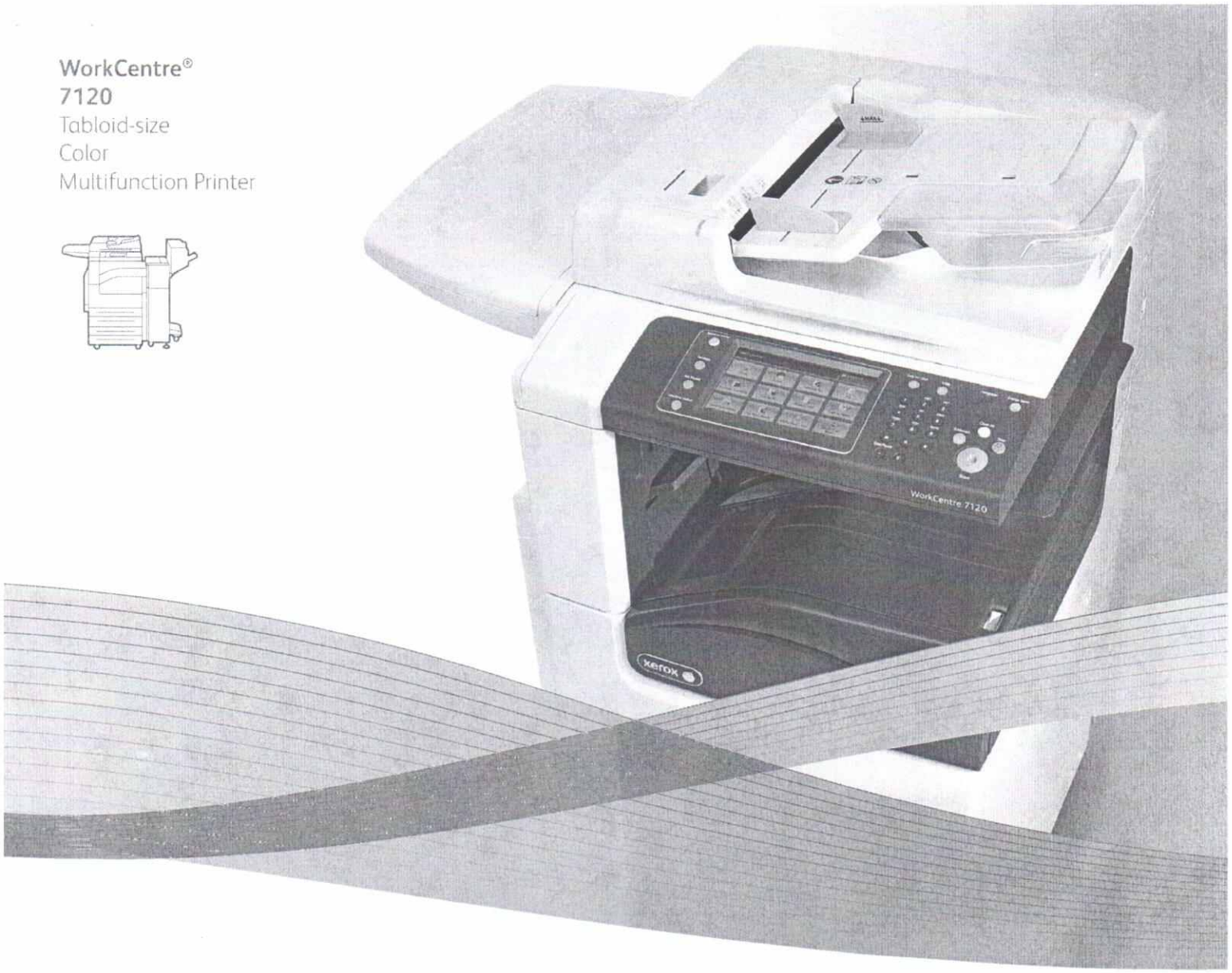
1,850 color impressions All excess Color prints at $0.0690 each

	Monthly Base	Commodity Codes
Equip Description/Qty	$0.0	985-13-24001-4
36 month term	$215.21	985-13-24100-4
Cust Ed /Consulting Required for Printing	$ 18.17	985-13-24107-9
Scan to PC	$ 11.21	985-13-24109-5

Monthly Total $ 244.59 ✓

Cash Price Option $ 8,805.24 780!

WorkCentre®
7120
Tabloid-size
Color
Multifunction Printer



Xerox® WorkCentre® 7120 Multifunction Printer Enabling big business performance

xerox®

WorkCentre® 7120 Multifunction Printer

Efficiently powerful performance. Seamlessly create and share business-critical information, in full office color, and take your business or workgroup to a higher level of performance — without hurting the bottom line.

Streamline your processes

Increase productivity with powerful workflows that optimize business efficiency. The compact WorkCentre 7120 is loaded with features that save time and simplify device management.

- **Fast output.** Copy and print both single-sided and two-sided documents at up to 20 ppm in color or black-and-white.
- **Scan, print, copy, fax and route files — all at once.** Concurrent operation maximizes office productivity, letting multiple users perform different office tasks simultaneously.
- **Never wait for a critical print job.** The Print Around feature holds a job in need of resources (such as a special paper size) and prints the next job in the queue.
- **Superior scanning.** Easily share files or introduce electronic archiving with powerful scan capabilities. Create text-searchable files at the device for easy retrieval. Compression technology reduces network load to enable fast transmission.
- **Automate everyday workflows.** Create job flow sheets to automatically route documents to predefined locations, including email addresses, fax destinations and FTP/SMB sites.
- **Remotely manage the device.** CentreWare® IS Embedded Web Server automates installation, troubleshooting, feature set-up and upgrading.
- **Easy, accurate billing and supplies replenishment.** Smart eSolutions MeterAssistant® collects and submits meter reads and SuppliesAssistant® enables automatic ordering of ink to save time.

Responsible color

The budget-friendly WorkCentre 7120 helps you manage costs and save money.

- **Customize your print driver settings** for economy and efficiency. For example, set two-sided printing or choose N-up for printing multiple pages on a single sheet as your default. Adjust settings for specific applications, such as always printing emails in black-and-white.
- **Manage and track device usage.** Internal Auditron sets limits of device features for analysis and billing purposes. Xerox Standard Accounting provides reports for greater cost control of all device functions. Advanced solutions from Xerox Alliance Partners deliver even more helpful tools for larger office environments.
- **Reduce fax costs.** The Fax over IP kit sends and receives faxes using the T.38 protocol.

Easy on the environment

The WorkCentre 7120 multifunction printer conserves natural resources with no loss of performance, reliability or output quality.

- **Reduce energy consumption with Xerox innovations.** A scanner based on LED lighting instead of traditional Xenon lamps consumes only 1/3 the power. Plus, innovative toner design requires a lower fusing temperature than traditional toner while offering glossy, beautiful office graphics.
- **Work quietly.** Our quietest workgroup color MFP stays productive while emitting low noise levels.
- **Save time and paper** with 100 percent efficient two-sided printing on letter- / A4-size media — it's just as fast as printing one-sided pages. Or go paperless and distribute digital files quickly and easily.
- **Paperless faxing.** LAN Fax sends faxes directly from applications on your desktop. Incoming faxes can be viewed as thumbnail images on the user interface — so you only print what's important.

WorkCentre® 7120 Quick Facts

- Print/copy up to 20 ppm color and black-and-white
- High impact color with built-in control and accounting
- Powerful scan and fax capabilities
- Robust security features
- Space-saving footprint
- Paper capacity up to 2,130 sheets

Print / Copy / Scan / Fax / Email

11 x 17 in.

20 ppm

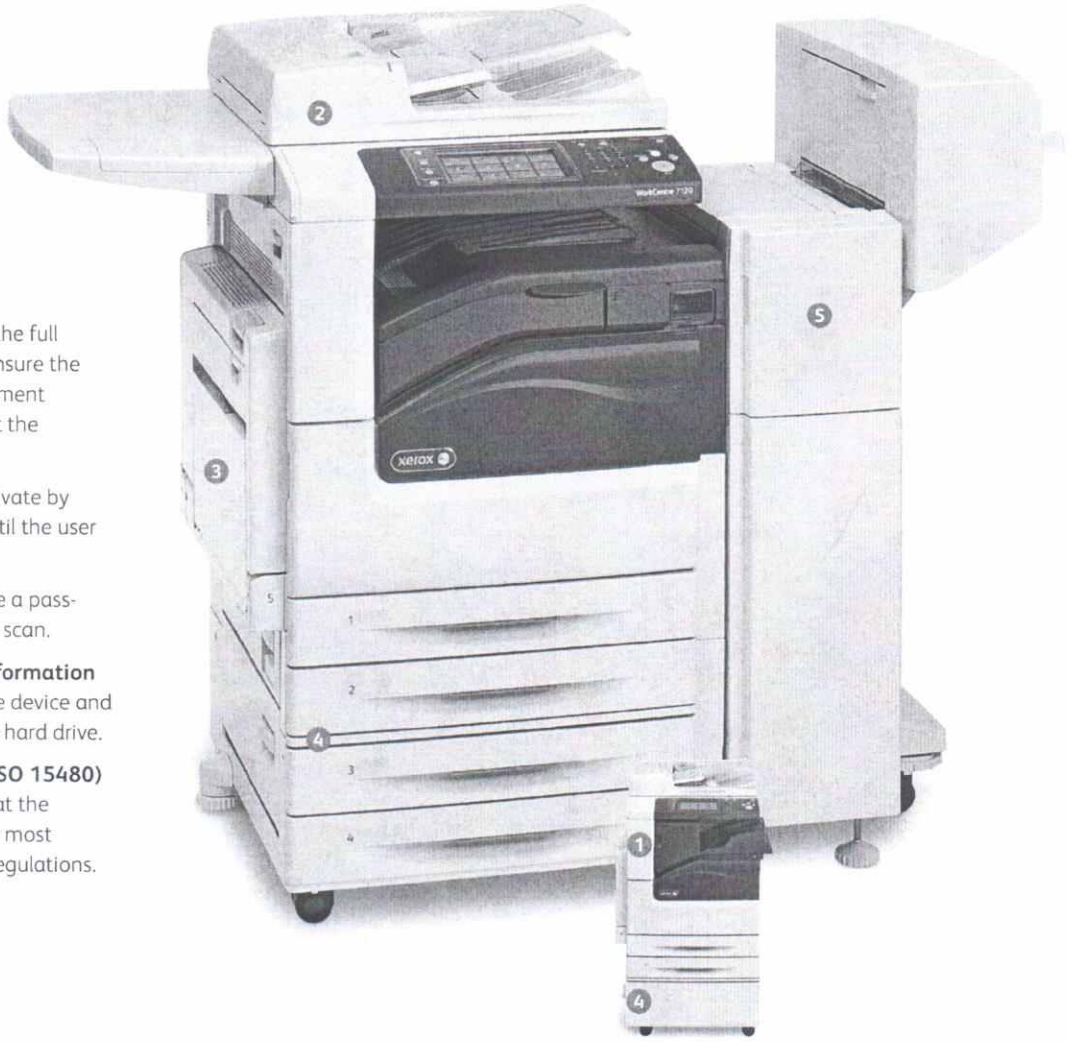
WxDxH (base):
23 x 25.2 x 44.6 in.
585 x 640 x 1,132 mm

Security without IT

Robust security features safeguard the full gamut of entry and exit points to ensure the safety of critical information. Implement enterprise security solutions without the need for skilled IT know-how.

- **Secure Print** keeps documents private by holding print jobs in the queue until the user enters the password.
- **Password protected PDFs** require a password to open and view a sensitive scan.
- **Data Security Kit keeps your information safe.** Encrypt resident data on the device and electronically erase images on the hard drive.
- **Full system Common Criteria (ISO 15480) Certification*** at EAL3 ensures that the WorkCentre 7120 conforms to the most stringent security standards and regulations.

*Submission pending

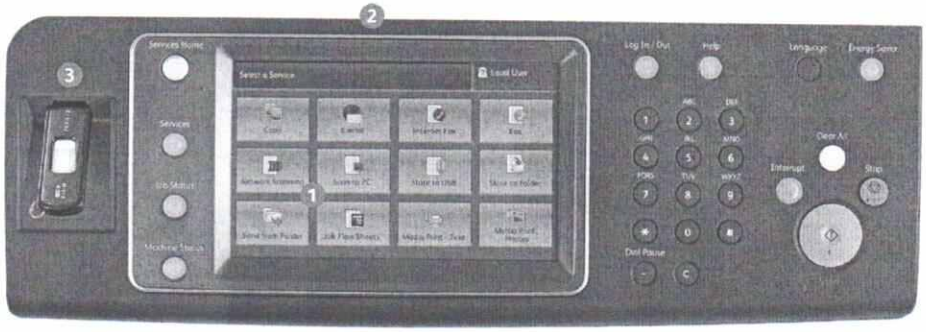


Fits your office

1. With a compact footprint, the WorkCentre 7120 delivers more functionality while taking up less space. Add basic finishing capabilities with the space-saving Integrated Office Finisher.
2. Duplex automatic document feeder holds a generous 110 sheets of paper.
3. 50-sheet bypass tray for specialty media and sizes.
4. Choose the configuration that meets your needs: a two-520-sheet tray with stand configuration holding up to 1,040 sheets of 11 x 17 in. paper, or a four-tray configuration holding up to 2,080 sheets.
5. Office Finisher LX (with Booklet Maker option) provides advanced finishing functions at a value price.

Simplifies your workflows

1. The large, 7-inch color touch screen makes it easy to find the functions you need. Preview documents before printing with the Thumbnail Preview option.
2. Extend the functionality of your WorkCentre 7120. With Xerox Workflow Solutions, you can connect to document processing tools needed to get your work done faster, more efficiently and more effectively.
3. USB Port option lets you scan to or print from any standard USB memory device for portability and convenience.



WorkCentre® 7120
Color Multifunction Printer

		WorkCentre 7120	WorkCentre 7120T
Speed		Up to 20 ppm color / 20 black-and-white	
Duty Cycle		Up to 50,000 pages / month	
Paper Handling			
Paper input	Standard	**Duplex Automatic Document Feeder:** 110 sheets; Size: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3; Custom sizes: 3.3 x 4.9 in. to 11.7 x 17 in. / 85 x 125 mm to 297 x 432 mm	
		Bypass Tray: 50 sheets; Custom sizes: 3.5 x 3.9 in. to 11.7 x 17 in. / 89 x 98 mm to 297 x 432 mm	
		Tray 1 and 2: 520 sheets each; Sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm	**Tray 1 – 4:** 520 sheets each; Sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm
	Optional	**Envelope Tray:** Up to 60 envelopes: #10 commercial, Monarch, DL, C5, Custom sizes: 3.9 x 5.8 in. to 6.4 x 9.5 in. / 98 x 148 mm to 162 x 241 mm	
Paper output	Standard	**Dual Catch Tray:** 250-sheets each, Lower tray offsets	
	Optional	**Integrated Office Finisher:** 500-sheet stacker, 50 sheets stapled, single-position stapling	
		Office Finisher LX: 2,000-sheet stacker, 50 sheets stapled, 3-position stapling, optional hole-punch, optional booklet maker (score, saddle stitch)	
		Convenience Stapler: staples 50 sheets	
Copy First-page-out-time		As fast as 8.1 seconds color / 6.5 seconds black-and-white	
Resolution (max)		600 x 600 dpi	
Copy features		Automatic two-sided, Electronic pre-collation, Automatic tray selection, Build Job, Negative/Mirror image, Automatic booklet creation, Multi-up, Auto RE, Mixed-size originals, Covers insertion, Sample set, Book copying, Annotation, Auto color selection, Area designation, Poster mode, Watermarks, ID Card Copy	
Print First-page-out-time		As fast as 13 seconds color / 11 seconds black-and-white	
Resolution (max)		600 x 600 x 4 dpi	
Memory		2 GB plus 80 GB hard drive	
Connectivity		10/100Base-TX Ethernet, High-Speed USB 2.0 direct print, Wireless Ethernet 802.11b (via third-party adapters)	
Page description languages		PDF, XPS®, PCL® 6 emulation, HP-GL2™, Optional Adobe® PostScript® 3™	
Print features		Automatic two-sided, Secure print, Delay print, Sample set, Booklet creation, Cover selection, Paper selection by attribute, N-up, Watermarks, Banner sheets, Fit to new paper size, Output tray selection, Optional print from USB	
Fax		Optional Walkup PSTN fax (one-line and three-line options) with Internet fax, Fax over IP (T.38) Kit, Network Server Fax Enablement Kit	
Fax features		LAN fax, Fax Forward, Two-sided Send and Receive, print on fax up to 11 x 17 in. / A3, Fax Build Job, Optional Thumbnail Preview	
Scan		Scan to Email, Scan to Folder	
Scan options		Scan to USB, Scan Kit (Network Scan, Text searchable PDF, PDF/A, XPS, MRC compression, Thumbnail Preview)	
Additional software options		Scan to PC Desktop®, Various Xerox Alliance Partner Solutions, SMARTsend®	
Accounting		Auditron, Xerox Standard Accounting (Copy, Print, Fax, Scan), Enabling Color access control, Optional Network Accounting Enablement Kit (Alliance Partners)	
Security	Standard	Secure Print, Authentication with LDAP/Kerberos/SMB/CAC, Password Protected PDF, FIPS 140-2 encryption, S/MIME Encrypted Email, IPSec, 802.1x, SNMP v3.0	
	Optional	Data Security Kit (Image Overwrite, Data Encryption, Audit Log), CAC, Secure Access Unified ID System	
Operating Systems		Windows XP SP1 and above/Server 2003/Server 2008/Vista/Windows 7; Mac OS 10.3 and above; AIX 5 v5.3; HP UX 11.0/11i v2; Solaris 8/9/10; Linux Fedora Core 1/5; Red Hat ES4; SUSE 10/11	
Other Options		USB Enablement (Print from/Scan to USB), Media Card Reader, Common Access Card Enablement Kit, Thumbnail Preview, Work Surface, Foreign Device Interface, Text searchable PDF, PDF/A, XPS	

ENERGY STAR Adobe PostScript 3

For more information, call **1-800-ASK-XEROX** or visit us at **www.xerox.com/office**

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W70BR-01UA

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

Department: 389th District Court
Requisition No. 230271
985-L2-PHOTOCOPIER LEASE AND RENTAL
Start Date: 05/2009
End Date: 08/2013

98513240014	N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range IVW7120PT & INTGDFN: Base Unit, Up to 20 ppm (black & white) 20 ppm (color)	TX	ea	0.00
98513241004	N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range IVW7120PT & INTGDFN. 36 Month Lease Includes: 5,000 Black & White Overage Charge Per Copy: $0.0084 Each. 1,850 Color Copies Overage Charge Per Copy $0.0690 Each	TX	mo	215.21
98513241095	N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range IVSCN2SE-5: W7120PT. Scan to PC Desktop 5 Seat Licenses. 36 Month Lease	TX	mo	11.21
98513241079	N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range IVCust Ed/Consulting : W7120PT. (CE-$252; Consult-$285) - Required for printing. 36 Month Lease	TX	mo	18.17

230271

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)
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63	N	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
2/26/2013	25	County Crt Law 5	230656	985-L2	2/26/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease
2/26/2013	170	Auditor Admin	229727	985-L2	2/26/2013	WC7530P	$291.43	N	N	36	60	$10,491.48	$10,491.48	Capital Lease
2/26/2013	170	Auditor Inter Audit	231055	985-L2	2/26/2013	WC5745P	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/4/2013	85	Public Defenders	231671	985-L2	3/4/2013	WC7120P	$233.38	N	N	36	60	$8,401.68	$8,401.68	Capital Lease
3/5/2013	170	AUDITOR	231447	985-L2	3/5/2013	WC5745PT	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/26/2013	350	WIC (28)	230709	985-L2	3/26/2013	iR1025N	$18.37	N	N	60	60	$1,102.20	$1,102.20	Capital Lease
3/26/2013	8	389th Dist. Court	230271	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease

AI-37632 **12. B.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Application for Payment No. 3 in the amount of $72,526.50 from Asago LLC dba Asago Construction, contracted vendor for Rancho Escondido Subdivision (Pct 2) as reviewed and submitted by project engineer R. Gutierrez Engineering Corporation (C-CAP-12-206-10-23).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-122-596-0-731/733

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

BUDGETARY IMPACT:

P.O.684943

Attachments

Application for Payment No.3 Rancho Escondido Subdivision

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 02:11 PM
Budget & Management	Obdett Calzada	03/19/2013 03:07 PM
Roland Garcia	Rolando Garcia	03/21/2013 10:42 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Marcie Jackson Started On: 03/12/2013 12:32 PM

Final Approval Date: 03/22/2013

APPLICATION FOR PMT #3

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-CAP-12-206-10-23
Project: Rancho Escondido Subdivision
OWNER's Contract No. C-CAP-12-206-10-23 ENGINEER's Project No. ENG05.012H
For Work accomplished through the date of: 28-Feb-2013

1.	Original Contract Price:		$ 363,487.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 363,487.00
4.	Total completed and stored to date:	$ Percent Complete: 57.76%	$ 209,939.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 20,993.90	
	10% of stored material:	$ -	
	Total Retainage:		$ 20,993.90
6.	Total completed and stored to date less retainage (4 minus 5):		$ 188,945.10
7.	Less previous Application for Payments:		$ (116,418.60)
8.	Balance to Finish:		$ 153,548.00
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 72,526.50

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 3/8/2013

Asago Construction
CONTRACTOR

By: Raul Iglesias, Member

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 8th day of March, 2013

Joe L. Borjas

Notary Public
My Commission expires: 5/24/16.

JOE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 24, 2016

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated March 08, 2013

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: Ramon Gutierrez, P.E.

REQ# 226374 P.O.# 684943
3-1312-431-00-122-596-0-731→$29,326.00
<-2,932.60>=$26,393.40

REQ# 226374 P.O.# 684943
3-1312-431-00-122-596-0-733→$51,259.00
<-5,125.90>=$46,133.10

INVOICE RECEIVED BY: ON 3/11/13
GOODS/SERVICES RECEIVED BY: ON 3/11/13

Asago, LLC dba Asago Construction	Contractor Name
12/7/2012	Starting Date
3/6/2013	Project Ending Date
10%	Retainage Percent

Application No:	3
Application Date:	2/8/2013
Period To:	2/28/2013
Engineer Firm:	R. Gutierrez Engineering, Corp.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No.1	Payment Application No.2	Payment Application No.3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080596	RANCHO ESCONDIDO	$ 363,487.00	$ -	$ 68,618.00	$ 60,736.00	$ 80,585.00	$ 209,939.00	$ 153,548.00	$ 20,993.90	$ 188,945.10	$ 116,418.60	$ 72,526.50
		$ 363,487.00	$ -	$ 68,618.00	$ 60,736.00	$ 80,585.00	$ 209,939.00	$ 153,548.00	$ 20,993.90	$ 188,945.10	$ 116,418.60	$ 72,526.50

Contractor Name: Asago Construction
Starting Date: 7-Dec-2012
Project Ending Date: 6-Mar-2013
Project Desc: Rancho Escondido Subdivision

Application: PMT #3
Application Date: 8-Feb-2013
Period To: 28-Feb-2013
Engineer's Project No.: ENG05.012H

				Original Schedule Value			Application #1			Application #2			Application #3				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																
1	110	Excavation (Roadway)	CY	$ 4.00	6,468.00	$ 25,872.00	3,278.00	3,278.00	$ 13,112.00	1,036.00	4,314.00	$ 4,144.00		4,314.00	$ -	$ 17,256.00	2,154.00	$ 8,616.00
2	132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	CY	$ 10.00	65.00	$ 650.00	13.00	13.00	$ 130.00	30.00	43.00	$ 300.00		43.00	$ -	$ 430.00	22.00	$ 220.00
3	164	Cell Fiber Seeding (Temp) (Warm) (Seeding for Erosion)	CY	$ 0.35	4,090.00	$ 1,431.50		-	$ -		-	$ -		-	$ -	$ -	4,090.00	$ 1,431.50
4	164	Cell Fiber Seeding (Temp) (Cool)	CY	$ 0.35	4,090.00	$ 1,431.50		-	$ -		-	$ -		-	$ -	$ -	4,090.00	$ 1,431.50
5	164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	CY	$ 0.50	8,180.00	$ 4,090.00		-	$ -		-	$ -		-	$ -	$ -	8,180.00	$ 4,090.00
6	247	Flex Base (Compl in Place) (TY E) (GR 4) (10")	CY	$ 25.00	2,156.00	$ 53,900.00	744.00	744.00	$ 18,600.00	700.00	1,444.00	$ 17,500.00		1,444.00	$ -	$ 36,100.00	712.00	$ 17,800.00
7	260	Lime Treated Subgrade (6")	SY	$ 1.00	11,266.00	$ 11,266.00	5,304.00	5,304.00	$ 5,304.00	2,244.00	7,548.00	$ 2,244.00		7,548.00	$ -	$ 7,548.00	3,718.00	$ 3,718.00
8	262	Lime Treatment for Base Course (8")	SY	$ 1.00	10,803.00	$ 10,803.00		-	$ -	7,238.00	7,238.00	$ 7,238.00		7,238.00	$ -	$ 7,238.00	3,565.00	$ 3,565.00
9	262	Lime Treatmen Type A or B)	TON	$ 200.00	157.00	$ 31,400.00	40.00	40.00	$ 8,000.00	65.00	105.00	$ 13,000.00		105.00	$ -	$ 21,000.00	52.00	$ 10,400.00
10	310	Prime Coat (MC-30)	GAL	$ 7.00	1,912.00	$ 13,384.00		-	$ -		-	$ -	800.00	800.00	$ 5,600.00	$ 5,600.00	1,112.00	$ 7,784.00
11	340	Asph Conc ACP Surface (TY "D") (1.5")	SY	$ 6.00	9,558.00	$ 57,348.00		-	$ -		-	$ -	3,866.00	3,866.00	$ 23,196.00	$ 23,196.00	5,692.00	$ 34,152.00
12	502	Barricades, Signs and Traffic Handling	LS	$ 530.00	3.00	$ 1,590.00	1.00	1.00	$ 530.00	1.00	2.00	$ 530.00	1.00	3.00	$ 530.00	$ 1,590.00	0.00	$ -
13	506	Construction Exits (Ty II) (Install)	SY	$ 3.00	84.00	$ 252.00	84.00	84.00	$ 252.00		84.00	$ -		84.00	$ -	$ 252.00	0.00	$ -
14	506	Construction Exits (Ty II) (Remove)	SY	$ 1.00	84.00	$ 84.00		-	$ -		-	$ -		-	$ -	$ -	84.00	$ 84.00
15	560	Mailboxes	EA	$ 100.00	41.00	$ 4,100.00		-	$ -		-	$ -		-	$ -	$ -	41.00	$ 4,100.00
16	664	Smal RDSD SGN ASSM (TY "A")	LS	$ 400.00	5.00	$ 2,000.00		-	$ -		-	$ -		-	$ -	$ -	5.00	$ 2,000.00
		TOTAL ROADWAY				**$ 219,602.00**			**$ 45,928.00**			**$ 44,956.00**			**$ 29,326.00**	**$ 120,210.00**		**$ 99,392.00**
		DRAINAGE																
1		Excavation Channel	CY	$ 8.00	300.00	$ 2,400.00	300.00	300.00	$ 2,400.00		300.00	$ -		300.00	$ -	$ 2,400.00	0.00	$ -
2		Concrete Riprap (Cl C)	SY	$ 250.00	7.00	$ 1,750.00		-	$ -		-	$ -	3.50	3.50	$ 875.00	$ 875.00	3.50	$ 875.00
3		RCP (CL III) (18")	LF	$ 30.00	443.00	$ 13,290.00	303.00	303.00	$ 9,090.00	140.00	443.00	$ 4,200.00		443.00	$ -	$ 13,290.00	0.00	$ -
4		Inlet (Type "C") (3X3 Grate)	EA	$ 2,500.00	2.00	$ 5,000.00	2.00	2.00	$ 5,000.00		2.00	$ -		2.00	$ -	$ 5,000.00	0.00	$ -
5		Inlet (Type "A")	EA	$ 2,500.00	2.00	$ 5,000.00		-	$ -	2.00	2.00	$ 5,000.00		2.00	$ -	$ 5,000.00	0.00	$ -
6		Storm Sewer Manhole	EA	$ 3,000.00	3.00	$ 9,000.00	1.00	1.00	$ 3,000.00		1.00	$ -	1.00	2.00	$ 3,000.00	$ 6,000.00	1.00	$ 3,000.00
7		Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	EA	$ 800.00	4.00	$ 3,200.00	4.00	4.00	$ 3,200.00		4.00	$ -		4.00	$ -	$ 3,200.00	0.00	$ -
8		PVC Pipe (8")	LF	$ 25.00	36.00	$ 900.00		-	$ -		-	$ -	36.00	36.00	$ 900.00	$ 900.00	0.00	$ -
9		Temp Sedmt Cont Fence (Install)	LF	$ 1.00	180.00	$ 180.00		-	$ -		-	$ -	180.00	180.00	$ 180.00	$ 180.00	0.00	$ -
10		Concrete Curb & Gutter (Ty "A") (Barrier)	SY	$ 7.00	5,905.00	$ 41,335.00		-	$ -	940.00	940.00	$ 6,580.00	2,712.00	3,652.00	$ 18,984.00	$ 25,564.00	2,253.00	$ 15,771.00
11		6" Concrete Valley Gutter	LF	$ 15.00	180.00	$ 2,700.00		-	$ -		-	$ -	80.00	80.00	$ 1,200.00	$ 1,200.00	100.00	$ 1,500.00
12		Driveways (Asphalt, Concrete, Pavement)	SY	$ 20.00	1,221.00	$ 24,420.00		-	$ -		-	$ -	403.00	403.00	$ 8,060.00	$ 8,060.00	818.00	$ 16,360.00
13		Driveways (Concrete)	SY	$ 30.00	1,157.00	$ 34,710.00		-	$ -		-	$ -	602.00	602.00	$ 18,060.00	$ 18,060.00	555.00	$ 16,650.00
		TOTAL DRAINAGE				**$ 143,885.00**			**$ 22,690.00**			**$ 15,780.00**			**$ 51,259.00**	**$ 89,729.00**		**$ 54,156.00**
		TOTAL BASE AMOUNTS:				**$ 363,487.00**			**$ 68,618.00**			**$ 60,736.00**			**$ 80,585.00**	**$ 209,939.00**		**$ 153,548.00**

Printed Name: Javier Gutierrez Date: 8-Feb-2013

Signature:

AI-37779 **12. C.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Norma Longoria, Exec. Dir. Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of a 60-month new copier (capital) lease for (28) CANON IR1025N-copier through the County's membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor Canon USA Inc. c/o Canon Financial Services contract 985-L2 through requisition #230709 for the WIC CLINICS in the amount of $28.84/month effective upon approval (3-1292-441-00-350-001-0-780 & 3-1292-441-00-350-001-3-432).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-001-3-432

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

BUDGETARY IMPACT:

3-1292-441-00-350-001-3-432 (WIC ADM-EQUIP&VEH R&M SRV)
$2,052.12 available funds in req# 230709 as of 03/22/13.

3-1292-441-00-350-001-3-780 WIC ADM-CAPITAL LEASES)
$3,600.52 available funds in req# 230709 as of 03/22/13.

Attachments

CAPITAL LEASE
PRICE VERFICATION
QUOTE
REQUISITION
state approval
insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 11:47 AM
Budget & Management	Obdett Calzada	03/22/2013 12:19 PM
Rosalinda Cantu	Rosie Cantu	03/22/2013 03:19 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Lisa Vela Started On: 03/19/2013 02:46 PM

Final Approval Date: 03/22/2013

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)
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63	N	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
2/26/2013	25	County Crt Law 5	230656	985-L2	2/26/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease
2/26/2013	170	Auditor Admin	229727	985-L2	2/26/2013	WC7530P	$291.43	N	N	36	60	$10,491.48	$10,491.48	Capital Lease
2/26/2013	170	Auditor Inter Audit	231055	985-L2	2/26/2013	WC5745P	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/4/2013	85	Public Defenders	231671	985-L2	3/4/2013	WC7120P	$233.38	N	N	36	60	$8,401.68	$8,401.68	Capital Lease
3/5/2013	170	AUDITOR	231447	985-L2	3/5/2013	WC5745PT	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/26/2013	350	WIC (28)	230709	985-L2	3/26/2013	iR1025N	$18.37	N	N	60	60	$1,102.20	$913.71	Capital Lease
3/26/2013	8	389th Dist. Court	230271	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	9	398th Dist. Court	231600	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	6	332nd Dist. Court	231141	985-L2	3/26/2013	WC5745	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
								N	N		60	$0.00		

Req 230709
AI 37779

TPASS Catalog

Effective November 27, 2012

Supplier_Part_No	Model Name	Description	MSRP	Applicable Discount from MSRP	600* Contract Purchase	985* Contract Payment 36 Months	985* Contract Payment - 48 Months	985* Contract Payment - 60 Months	Currency_Code	UOM	Qty_Per_UOM	Rental Payment - 36 Months (NGIP Code 985*)
2586B001AA	IR1025IF	**imageRUNNER 1025iF**	**$ 2,400.00**	**55%**	**$ 1,096.45**	**$ 31.58**	**$ 26.42**	**$ 22.04**	**USD**	**each**		**$ 36.99**
2583B001AA	IR1025N	**imageRUNNER 1025N**	**$ 2,000.00**	**55%**	**$ 913.71**	**$ 26.31**	**$ 22.02**	**$ 18.37**	**USD**	**each**		**$ 30.83**
2582B001AA	IR1025	**imageRUNNER 1025**	**$ 1,500.00**		**$ 761.42**	**$ 21.93**	**$ 18.35**	**$ 15.30**	**USD**	**each**		**$ 25.69**
0859B004AA	CST. UNI-N2	Cassette Feeding Module-N2	$ 340.00		$ 172.59	$ 4.97	$ 4.16	$ 3.47	USD	each		$ 5.82
5709A007AA	CABINET-V1	Cabinet-V1	$ 125.00		$ 63.45	$ 1.83	$ 1.53	$ 1.28	USD	each		$ 2.14
0465B002AA	CST.-AD1	Cassette-AD1	$ 80.00	50%	$ 40.61	$ 1.17	$ 0.98	$ 0.82	USD	each		$ 1.37
7782A001AB	CARDREADERE1	Card Reader-E1	$ 306.00	50%	$ 155.33	$ 4.47	$ 3.74	$ 3.12	USD	each		$ 5.24
0421B002AA	CARD ATTA-D2	Card Reader Attachment-D2	$ 60.00	50%	$ 30.46	$ 0.88	$ 0.73	$ 0.61	USD	each		$ 1.03
0500A002AC	BASIC CD SET	Basic Card Set	$ 167.00	50%	$ 84.77	$ 2.44	$ 2.04	$ 1.70	USD	each		$ 2.86
0499A004AB	CARD SET 1	Copy Card Set 1 (1 – 30)	$ 153.00	50%	$ 77.66	$ 2.24	$ 1.87	$ 1.56	USD	each		$ 2.62
0499A005AA	CARD SET 2	Copy Card Set 2 (31-100)	$ 336.00	50%	$ 170.56	$ 4.91	$ 4.11	$ 3.43	USD	each		$ 5.75
0499A006AA	CARD SET 3	Copy Card Set 3 (101-200)	$ 448.00	50%	$ 227.41	$ 6.55	$ 5.48	$ 4.57	USD	each		$ 7.67
7518A003AA	BRAILE KT E1	Braille Label Kit-E1	$ 35.00	50%	$ 17.77	$ 0.51	$ 0.43	$ 0.36	USD	each		$ 0.60
1348V957	CNV. STPL-A1	Convenience Stapler-A1	$ 300.00	50%	$ 152.28	$ 4.39	$ 3.67	$ 3.06	USD	each		$ 5.14
2592B001AA	PCL P KIT-AB	PCL Printer Kit-AB1	$ 460.00	50%	$ 233.50	$ 6.72	$ 5.63	$ 4.69	USD	each		$ 7.88
0485B001BA	NW IF IN-E11	Network Interface Adapter IN-E11	$ 160.00	50%	$ 81.22	$ 2.34	$ 1.96	$ 1.63	USD	each		$ 2.74
1742B001AD	BARCODE-B1	Barcode Printing Kit-B1	$ 800.00	50%	$ 406.09	$ 11.70	$ 9.79	$ 8.16	USD	each		$ 13.70
0388B003AA	GPR 22 DRUM	GPR-22 Drum Unit	$ 133.00	40%	$ 81.02	$ 2.33	$ 1.95	$ 1.63	USD	each		$ 2.73
0386B003AA	GPR 22 TNR	GPR-22 Black Toner (8,400 impressions)	$ 48.00	40%	$ 29.24	$ 0.84	$ 0.70	$ 0.59	USD	each		$ 0.99
2834B002AC	**IR2525**	**imageRUNNER 2525**	**$ 3,500.00**	55%	$ 1,598.98	$ 46.05	$ 38.54	$ 32.14	USD	each		$ 53.95
2835B001AC	**IR2530**	**imageRUNNER 2530 v2**	**$ 5,200.00**	55%	$ 2,375.63	$ 68.42	$ 57.25	$ 47.75	USD	each		$ 80.15
2836B003AC	**IR2535**	**imageRUNNER 2535**	**$ 7,000.00**	55%	$ 3,197.97	$ 92.10	$ 77.07	$ 64.28	USD	each		$ 107.90
2836B004AC	**IR2535I**	**imageRUNNER 2535i**	**$ 7,950.00**	55%	$ 3,631.98	$ 104.60	$ 87.53	$ 73.00	USD	each		$ 122.54
2864B003AC	**IR2545**	**imageRUNNER 2545**	**$ 9,000.00**	55%	$ 4,111.67	$ 118.42	$ 99.09	$ 82.64	USD	each		$ 138.73
2864B004AC	**IR2545I**	**imageRUNNER 2545i v2**	**$ 9,950.00**	55%	$ 4,545.68	$ 130.92	$ 109.55	$ 91.37	USD	each		$ 153.37
2840B002AA	DADF-AB1	Duplexing Automatic Document Feeder-AB1	$ 620.00	55%	$ 283.25	$ 8.16	$ 6.83	$ 5.69	USD	each		$ 9.56
2838B001AA	PLATEN COV P	Platen Cover Type P	$ 75.00	50%	$ 38.07	$ 1.10	$ 0.92	$ 0.77	USD	each		$ 1.28
2848B001AA	CFU-AE1	Cassette Feeding Unit-AE1 (2 x 550/L)	$ 910.00	50%	$ 461.93	$ 13.30	$ 11.13	$ 9.28	USD	each		$ 15.59
4625B001AA	CABINETTYPEC	Cabinet Type-C	$ 137.00	50%	$ 69.54	$ 2.00	$ 1.68	$ 1.40	USD	each		$ 2.35
2849B001AA	FL CST-AJ1	FL Cassette-AJ1 (550/M, Replacement for Cassette 1)	$ 113.00	50%	$ 57.36	$ 1.65	$ 1.38	$ 1.15	USD	each		$ 1.94
2850B001AA	FL CST-AK1	FL Cassette-AK1 (550/L, Replacement for Cassette 2, 3, 4)	$ 113.00	50%	$ 57.36	$ 1.65	$ 1.38	$ 1.15	USD	each		$ 1.94
3665B001AB	ENV ATCH-D1	Envelope Feeder Attachment-D1	$ 200.00	50%	$ 101.52	$ 2.92	$ 2.45	$ 2.04	USD	each		$ 3.43
2846B001AA	INNERTRAY-G1	Inner 2Way Tray-G1	$ 140.00	50%	$ 71.07	$ 2.05	$ 1.71	$ 1.43	USD	each		$ 2.40
2841B001AA	INNER FIN-B1	Inner Finisher-B1	$ 1,200.00	50%	$ 609.14	$ 17.54	$ 14.68	$ 12.24	USD	each		$ 20.55
2844B001AA	FIN ADDTRYB1	Inner Finisher Additional Tray-B1 (Option for Inner Finisher-B1)	$ 220.00	50%	$ 111.68	$ 3.22	$ 2.69	$ 2.24	USD	each		$ 3.77
8065A001AD	DOCU TRAY-J1	Document Tray-J1	$ 55.00	50%	$ 27.92	$ 0.80	$ 0.67	$ 0.56	USD	each		$ 0.94
1266V426	U.SLIM KBD	USB Keyboard (Cherry)	$ 110.00	50%	$ 55.84	$ 1.61	$ 1.35	$ 1.12	USD	each		$ 1.88
7782A001AB	CARDREADERE1	Card Reader-E1	$ 306.00	50%	$ 155.33	$ 4.47	$ 3.74	$ 3.12	USD	each		$ 5.24
0421B003AA	CARD ATTA-D3	Card Reader Attachment-D3	$ 60.00	50%	$ 30.46	$ 0.88	$ 0.73	$ 0.61	USD	each		$ 1.03
0500A002AC	BASIC CD SET	Basic Card Set	$ 167.00	50%	$ 84.77	$ 2.44	$ 2.04	$ 1.70	USD	each		$ 2.86
0499A004AB	CARD SET 1	Copy Card Set 1 (1-30)	$ 153.00	50%	$ 77.66	$ 2.24	$ 1.87	$ 1.56	USD	each		$ 2.62
0499A005AA	CARD SET 2	Copy Card Set 2 (31-100)	$ 336.00	50%	$ 170.56	$ 4.91	$ 4.11	$ 3.43	USD	each		$ 5.75
0499A006AA	CARD SET 3	Copy Card Set 3 (101-200)	$ 448.00	50%	$ 227.41	$ 6.55	$ 5.48	$ 4.57	USD	each		$ 7.67
3726B002AA	CCC I/F-A1	Copy Control Interface Kit-A1	$ 50.00	50%	$ 25.38	$ 0.73	$ 0.61	$ 0.51	USD	each		$ 0.86
1095B001AA	ADF ACCH-A1	ADF Access Handle-A1	$ 139.00	50%	$ 70.56	$ 2.03	$ 1.70	$ 1.42	USD	each		$ 2.38
7518A004AA	BRAILE KT F1	Braille Label Kit-F1	$ 35.00	50%	$ 17.77	$ 0.51	$ 0.43	$ 0.36	USD	each		$ 0.60
1348V957	CNV. STPL-A1	Convenience Stapler	$ 300.00	50%	$ 152.28	$ 4.39	$ 3.67	$ 3.06	USD	each		$ 5.14
2212V477	KEYBOARD STD	Universal Keyboard Stand-A1	$ 250.00	50%	$ 126.90	$ 3.65	$ 3.06	$ 2.55	USD	each		$ 4.28
2212V478	CARD RD ASS	Card Reader Assembly for Universal Keyboard Stand	$ 60.00	50%	$ 30.46	$ 0.88	$ 0.73	$ 0.61	USD	each		$ 1.03
2860B005AA	PCL KIT-AF1E	PCL Printer Kit-AF1e	$ 600.00	50%	$ 304.57	$ 8.77	$ 7.34	$ 6.12	USD	each		$ 10.28
2861B005AA	PS KIT-AF1E	PS Printer Kit-AF1	$ 600.00	50%	$ 304.57	$ 8.77	$ 7.34	$ 6.12	USD	each		$ 10.28
1742B001AD	BARCODE-B1 N	Barcode Print Kit-B1	$ 800.00	50%	$ 406.09	$ 11.70	$ 9.79	$ 8.16	USD	each		$ 13.70
2862B002AA	SEND KIT-Y1	Color Send Kit-Y1	$ 400.00	50%	$ 203.05	$ 5.85	$ 4.89	$ 4.08	USD	each		$ 6.85
3912B005AA	SEARCHBL C1E	Searchable PDF Kit-C1e	$ 500.00	50%	$ 253.81	$ 7.31	$ 6.12	$ 5.10	USD	each		$ 8.56
3805B001AA	USB I/F-A1	USB Application 3-Port Interface Kit-A1	$ 250.00	50%	$ 126.90	$ 3.65	$ 3.06	$ 2.55	USD	each		$ 4.28
2858B002AA	G3FAXBD-AG1	Super G3 Fax Board-AG1	$ 400.00	50%	$ 203.05	$ 5.85	$ 4.89	$ 4.08	USD	each		$ 6.85
3575B232AA	SSP FOR CMFP	uniFLOW Serverless Secure Print Compact MFP License	$ 120.00	50%	$ 60.91	$ 1.75	$ 1.47	$ 1.22	USD	each		$ 2.06
3575B154BA	SPP MIC V2 H	MiCard v2 HID Prox for uniFLOW SSP	$ 305.00	50%	$ 154.82	$ 4.46	$ 3.73	$ 3.11	USD	each		$ 5.22
3575B203AB	HID 10PK SSP	HID Card 10 Pack for uniFLOW SSP	$ 188.00	50%	$ 95.43	$ 2.75	$ 2.30	$ 1.92	USD	each		$ 3.22
1857B001AA	STAMP INK-C1	Stamp Ink Cartridge-C1	$ 44.00	40%	$ 26.80	$ 0.77	$ 0.65	$ 0.54	USD	each		$ 0.90
6707A001AC	STAPLEJ1	Staple-J1 (3 cartridges/case-5K staples/cartridge)	$ 56.00	40%	$ 34.11	$ 0.98	$ 0.82	$ 0.69	USD	each		$ 1.15
2772B004AA	GPR 34/35 D	GPR-34/35 Drum Unit	$ 280.00	40%	$ 170.56	$ 4.91	$ 4.11	$ 3.43	USD	each		$ 5.75
2786B003AA	GPR 34 TONE	GPR-34 Black Toner (iR 2545 / 2545i / 2535 / 2535i)	$ 67.50	40%	$ 41.12	$ 1.18	$ 0.99	$ 0.83	USD	each		$ 1.39
2785B003AA	GPR 35 TONE	GPR-35 Black Toner (iR 2530 / 2525)	$ 53.50	40%	$ 32.59	$ 0.94	$ 0.79	$ 0.66	USD	each		$ 1.10
4804B003AA	IR ADV 4025	**imageRUNNER ADVANCE 4025 Base Model**	$ 6,200.00	55%	$ 2,832.49	$ 81.58	$ 68.26	$ 56.93	USD	each		$ 95.57
4803B003AA	IR ADV 4035	**imageRUNNER ADVANCE 4035 Base Model**	$ 8,200.00		$ 3,730.96	$ 107.45	$ 89.92	$ 74.99	USD	each		$ 125.88
4802B003AA	IR ADV 4045	**imageRUNNER ADVANCE 4045 Base Model**	$ 11,000.00		$ 4,589.08	$ 132.17	$ 110.60	$ 92.24	USD	each		$ 154.84

Reg 230709
Consent 31779

		TPASS Service Pricing	Total Customer Charge					
Item #	Model Name	Item Description	Customer Base Charge BW	Customer Base Charge Color	BW Copies Included	Color Copies Included	Black Meter Charge Total	Color Meter Charge Total
Color imageRUNNERs								
5903B001AA	IRADV C2225	imageRUNNER ADVANCE C2225	$27.92	$78.40	5,000	1,850	0.00700	0.06330
5903B001AA	IRADV C2225	imageRUNNER ADVANCE C2225	$35.18	$125.63	7,000	3,000	0.00700	0.06330
5903B001AA	IRADV C2225	imageRUNNER ADVANCE C2225	$54.72	$195.43	10,000	4,200	0.00700	0.06330
3613B003AA	IRADV C2230	imageRUNNER ADVANCE C2230	$27.92	$78.40	5,000	1,850	0.00700	0.06330
3613B003AA	IRADV C2230	imageRUNNER ADVANCE C2230	$35.18	$125.63	7,000	3,000	0.00700	0.06330
3613B003AA	IRADV C2230	imageRUNNER ADVANCE C2230	$54.72	$195.43	10,000	4,200	0.00700	0.06330
5902B002AA	IR ADV C5235	imageRUNNER ADVANCE C5235 Base Model	$0.00	$0.00	0	0	0.01000	0.05530
5902B002AA	IR ADV C5240	imageRUNNER ADVANCE C5240 Base Model	$0.00	$0.00	0	0	0.01000	0.05530
5902B002AA	IR ADV C5255	imageRUNNER ADVANCE C5255 Base Model	$0.00	$0.00	0	0	0.00680	0.05100
5559B003AA	IR ADV C5250	imageRUNNER ADVANCE C5250 Base Model	$46.90	$126.19	10,000	4,100	0.00630	0.06330
5559B003AA	IR ADV C5250	imageRUNNER ADVANCE C5250 Base Model	$72.59	$244.57	15,000	6,000	0.00630	0.06330
5559B003AA	IR ADV C5250	imageRUNNER ADVANCE C5250 Base Model	$134.01	$333.91	30,000	8,000	0.00630	0.06330
3621B012AD	C7055-D.A1	imageRUNNER ADVANCE C7055	$0.00	$0.00	0	0	0.00810	0.03620
3620B012AD	C7065-D.A1	imageRUNNER ADVANCE C7065 V2 Base Model	$0.00	$0.00	0	0	0.00810	0.03620
3619B009AD	C9065-D.A 1	imageRUNNER ADVANCE C9065 PRO V2 Base Model	$0.00	$0.00	0	0	0.00730	0.03550
3618B014AD	C9075- D.A1	imageRUNNER ADVANCE C9075 PRO V2 Base Model	$0.00	$0.00	0	0	0.00730	0.03550
B/W imageRUNNERs								
2582B001AA	IR1025	imageRUNNER 1025	$20.94		3,000		0.01000	N/A
2582B001AA	IR1025	imageRUNNER 1025	$41.21		6,000		0.01000	N/A
2582B001AA	IR1025	imageRUNNER 1025	$67.01		10,000		0.01000	N/A
2583B001AA	IR1025N	imageRUNNER 1025N	$20.94		3,000		0.01000	N/A
2583B001AA	IR1025N	imageRUNNER 1025N	$41.21		6,000		0.01000	N/A
2583B001AA	IR1025N	imageRUNNER 1025N	$67.01		10,000		0.01000	N/A
2586B001AA	IR1025IF	imageRUNNER 1025IF	$20.94		3,000		0.01000	N/A
2586B001AA	IR1025IF	imageRUNNER 1025IF	$41.21		6,000		0.01000	N/A
2586B001AA	IR1025IF	imageRUNNER 1025IF	$67.01		10,000		0.01000	N/A
2834B002AC	IR2525	imageRUNNER 2525	$21.25		2,500		0.01000	N/A
2834B002AC	IR2525	imageRUNNER 2525	$42.50		5,000		0.01000	N/A
2834B002AC	IR2525	imageRUNNER 2525	$63.75		7,500		0.01000	N/A
2835B001AB	IR2530	imageRUNNER 2530 v2	$21.25		2,500		0.01000	N/A
2835B001AB	IR2530	imageRUNNER 2530 v2	$42.50		5,000		0.01000	N/A
2835B001AB	IR2530	imageRUNNER 2530 v2	$63.75		7,500		0.01000	N/A
2836B003AA	IR2535	imageRUNNER 2535	$51.00		6,000		0.01000	N/A
2836B003AA	IR2535	imageRUNNER 2535	$102.00		12,000		0.01000	N/A
2836B003AA	IR2535	imageRUNNER 2535	$153.00		18,000		0.01000	N/A
2836B004AB	IR2535I	imageRUNNER 2535i	$51.00		6,000		0.01000	N/A
2836B004AB	IR2535I	imageRUNNER 2535i	$102.00		12,000		0.01000	N/A
2836B004AB	IR2535I	imageRUNNER 2535i	$153.00		18,000		0.01000	N/A
2864B003AA	IR2545	imageRUNNER 2545	$51.00		6,000		0.01000	N/A
2864B003AA	IR2545	imageRUNNER 2545	$102.00		12,000		0.01000	N/A
2864B003AA	IR2545	imageRUNNER 2545	$153.00		18,000		0.01000	N/A
2864B004AB	IR2545I	imageRUNNER 2545i v2	$51.00		6,000		0.01000	N/A
2864B004AB	IR2545I	imageRUNNER 2545i v2	$102.00		12,000		0.01000	N/A
2864B004AB	IR2545I	imageRUNNER 2545i v2	$153.00		18,000		0.01000	N/A
4804B003AA	IR ADV 4025	imageRUNNER ADVANCE 4025 Base Model	$35.29		8,000		0.00660	N/A
4804B003AA	IR ADV 4025	imageRUNNER ADVANCE 4025 Base Model	$41.68		10,000		0.00660	N/A
4804B003AA	IR ADV 4025	imageRUNNER ADVANCE 4025 Base Model	$80.41		20,000		0.00660	N/A
4803B003AA	IR ADV 4035	imageRUNNER ADVANCE 4035 Base Model	$37.05		8,000		0.00693	N/A
4803B003AA	IR ADV 4035	imageRUNNER ADVANCE 4035 Base Model	$43.97		10,000		0.00693	N/A
4803B003AA	IR ADV 4035	imageRUNNER ADVANCE 4035 Base Model	$84.43		20,000		0.00693	N/A
4802B003AA	IR ADV 4045	imageRUNNER ADVANCE 4045 Base Model	$52.06		12,000		0.00641	N/A
4802B003AA	IR ADV 4045	imageRUNNER ADVANCE 4045 Base Model	$84.43		20,000		0.00641	N/A

From: David Valdez
Sent: Friday, December 07, 2012 10:23 AM
To: Eunice Saenz
Subject: FW: TPASS SERVICE PRICING

SINCERELY,
DAVID VALDEZ, PRESIDENT
COPY GRAPHICS, INC
221 N 10TH ST
MCALLEN, TX 78501
956-631-0205 PH
956-630-2628 FAX
WWW.COPYG.COM

From: mwright@cusa.canon.com [mailto:mwright@cusa.canon.com]
Sent: Friday, December 07, 2012 10:10 AM
To: David Valdez
Cc: mwright@cusa.canon.com
Subject: Re: TPASS SERVICE PRICING

yes

divide the 3000 into 20.94. = .00698

.00698 x 1500 = 10.47 all overages at .00698

Canon U.S.A. Inc

Michael E. Wright
State Account Executive
CDIA+, NIGP-Gcc, Network+
ISG Field Sales Division

Canon U.S.A., Inc.
3200 Regent Boulevard, Irving, TX 75063
www.usa.canon.com
mwright@cusa.canon.com
T 972.409.7802 C 817.291.4044 F 817.589.2987

From: David Valdez <dvaldez@copyg.com>
To: "mwright@cusa.canon.com" <mwright@cusa.canon.com>
Date: 12/06/2012 09:43 AM
Subject: TPASS SERVICE PRICING

I have a quote for 30 units ir-1025 , I need to lower the monthly copies from 3000 to 1500 per month.
Is this possible, and what would be the price ?

SINCERELY,
DAVID VALDEZ, PRESIDENT
COPY GRAPHICS, INC
221 N 10TH ST
MCALLEN, TX 78501
956-631-0205 PH
956-630-2628 FAX
WWW.COPYG.COM

Canon

CANON USA INC C/O FINANCIAL SERVICES
14904 COLLECTIONS CENTER DR
CHIACAGO, IL 60693-0149

Date: **February 04, 2012.**
Sales Rep: Eunice Saenz
Cell : (956) 890-1300
Expires: 03/30/2013.

Req 230709
Contract 37779

PROPOSAL FOR:

Hidalgo County WIC
3100 W. University Dr
Edinburg, Texas 78539

Norma Longoria / Margarita Gonzalez
P (956)381-4632
F (956)381-4056

TPASS Catalog 985-L2 CANON IR-1025N

Standard Specifications:

- 25 copies per minute
- Duplexing Automatic Document Feeder
- Less than 16 sec. warm up time
- 256MB RAM ImageServer Memory
- 600 x 600 dpi scanning resolution & 1200 x 600 dpi copying/printing resolution
- 50% to 200% magnification in 1% increments
- 1 X 500-sheet Paper Cassette
- 1 X 100-sheet Stack Bypass
- USB 2.0 High Speed & 10/100 Base-TX Interfaces
- Standard UFR II LT PDL Support

Tx Smart Purchase Price	MAKE / DESCRIPTION	Monthly Rate
$913.71	**TPASS Catalog 985-L2 Canon iR1025N** **60 MONTH STATE LEASE PLAN**	$18.37

Total $913.71

(Total $913.71 x 28=$25,583.88)

EQUIPMENT MO. RATE:	$18.37
SERVICE MO. RATE:	$10.47
MONTHLY TOTAL:	**$28.84**
	(x 28 +$807.52)

Service Plan Included in lease payment:

State Contract Plan includes all parts, labor, travel time, & supplies (toner & drum); excludes paper only.
Service includes 1,500 copies per month $10.47 with overages $0.01

Eunice Saenz

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.	C815-010213-ES
Date:	January 2, 2013
Contract No.	985 L2 Catalogue

Customer Name/Invoice Address:	Address for Delivery:
Hidalgo Coutny	Hidalgo County WIC
3100 W. University Drive	3100 W. University Drive
Edinburg, Texas 78539	Edinburg, Texas 78539

Agency Point of Contact:	Margarita Gonzalez	Phone:	956-381-4646
		E-Mail:	margueconzalez@wic.co.hidalgo.tx.us
Agency Accounts Payable Contact:		Phone:	
		E-Mail:	

Eunice Saenz	Quoting Dealer Address:	
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-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
		(4) Monthly Units Total	$115.36	
		Total Purchase - Page 1		$6,921.60

Canon 985 L2 Catalogue Quote

Quote No. C815-010213-ES

Class/Item	Description	Quantity	Unit Price	Total
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
		(9) Monthly Units Total	**$259.56**	
			Total Purchase- Page 2	**$15,573.60**

Canon 985 L2 Catalogue Quote

Quote No. C815-010213-ES

Class/Item	Description	Quantity	Unit Price	Total
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
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985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
		(9) Monthly Units Total	**$259.56**	
		Total Purchase - Page 3		**$15,573.60**

Canon 985 L2 Catalogue Quote

Quote No. C815-010213-ES

Class/Item	Description	Quantity	Unit Price	Total
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
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985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
985-58	imageRunner-iR1025N-25 copies per minute unit,Includes	60	$18.37	$1,102.20
985-58	Service to include 1,500 copies per month,and Overages @$.00698	60	$10.47	$628.20
	(6) Monthly Units Total		**$173.04**	
	Total Purchase - Page 4			**$10,382.40**
	P.O. Grand Total			**$48,451.20**

60 Month Lease payment $28.84 monthly X 28 units= $807.52 Total monthly combined

Service to include 1,500 copies per unit monthly, Total combined aggregate 504,000 yr. Annual Ov. @ $.00698

Installing Dealer : Copy Graphics, Inc. 221 N. 10th Street McAllen, Texas 78501

Phone # (956) 631-0205 Fax # (956) 630-2628

Requisition
W.I.C. PROGRAM

Req # 00230709
PO #
Date: 01/31/13

Consent #37779 4/2/13

Bill To: x
x

Vendor : 179272
CANON FINANCIAL SERVICES INC.
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
FAX (800)220-0723

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:
TPASS CATALOG 985--L2 CANON IR-1025N

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		APPROVAL FROM STATE 1/21/2013 - COPIERS FOR 28 WIC SITES DO NOT DUPLICATE ORDER		
1.00		TPASS CATALOG 985-L2 CANON IR 1025N FOR 28 COPIERS FOR WIC CLINICS, 60 MONTH STATE LEASE PLAN, APPROVAL FROM STATE 1/21/13. STANDARD SPECIFICATIONS: 25COPIES PER MINUTE, DUPLEXING AUTOMATIC DOCUMENT FEEDER , LESS THAT 16 SEC. WARM UP TIME, 256MB RAM IMAGESERVER MEMORY, 600X600 DPI SCANNING RESOUTIN X 1200X600 DIP COPYING / PRINTING RESOLUTION , 50% TO 200% MAGNIFICATION 1%INCREMENTS, 1X500 SHEET PAPER CASSETTE, 1X100 100 SHEET STACK BYPASS , USB 2.0 HIGH SPEED X 10/100 BASE TX INTERFACES, STADARD UFR II LT PDL SUPPORT.SERVICE PLAN: INCLUDES ALL PARS, LABOR TRAVEL TIME & SUPPLIES (TONER & DRUM) EXCLUDES PAPER ONLY. SERVICE INCLUDES 1500 COPIES PER MONTH		.00
7.00	MONTH	TPASS CATALGO 985 -L2 CANON IR 1025N 60 MONTH LEASE STATE LEASE FOR: 01)EDINBURG WIC CLINIC 101, 3105 E. RICHARDSON, 02)MISSON WIC CLINIC 1202, 211 SCHURERBACH RD. 03)MCALLEN WIC 1203,300 HACKBERRY, 04)PHARR WIC CLINIC 1204,1903 N.KNIGHTS, 05)HIDALGO WIC CLINIC 1205,702 E.TEJANO, 06)DONNA WIC 1206,301,S.8TH, 07)WESLACO WIC 1207,1901 N. BRIDGE, 08)MERCEDES WIC 1208,540 S.TEXAS, 09)ELSA WIC 1209, 708 E.EDINBURG, 10)LA JOYA 1210,204 W, 2ND, 11)LAS MILPAS 125 E. LAS MILPAS RD.STE.E. 12)PROGRESO WIC CLINIC,510 N. FM 1015, 13)ALTON WIC 1214,3509 E.MAIN, 14)ALAMO WIC 1215,313 E. HWY.83, 15)SULLIVAN WIC 1216,371 W. EXPRESSWAY, 16)MISSION WIC 1217,722 N. BREYFOGLE, 17)MCALLEN WIC 1218,220 S.BICENTENNIAL STE D, 18)EDINBURG WIC 1219,113 DAWSON, 19)PHARR WIC 1224, 300 W. HALL ACRES, STE.A, 20)SAN CARLOS WIC 1226,230 N. 86TH, 21)WESLACO WIC 1227,417 S. OREGON, 22)WIC MOBILE,1228,3105 W. UNIVERSITY, 23)NORTH SAN JUAN 1229,509 E. EARLING, 24)MCALLEN WIC #3,1230,3001 N.23RD., 25)ALTON WIC #2, 3519 W. MAIN. STE B, 26)RIO GRANDE CITY WIC 1243,5404 BRAND STE.1&2, 27)ROMA WIC CLINIC 1244,1505 N.GRANT.STE 1&2,	514.36	3,600.52

28 copies @ 18.37
28 maint @ 10.47
28.84 each
for 60 months

Authorized By: _____

Requisition
W.I.C. PROGRAM

Req # 00230709
PO #
Date: 01/31/13

Bill To: x
x

Vendor : 179272
CANON FINANCIAL SERVICES INC.
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
FAX (800)220-0723

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		28)ALAMO WIC CLINIC 1245,1429 S. TOWER RD.		
7.00	MONTH	MONTHLY CHARGE PER MACHINE 18.37 X 28= 514.36 MONTHLY. MARCH 2013 - THUR SEPT. OPTION TO INCREASE P.O. SERVICE MO. 1500 COPIES PER MONTH FOR ALL 28 COPIERS 10.47X28=293.16. MARCH -SEPT. WITH OPTION TO INCREASE P.O.	293.16	2,052.12
		Account No	Encumbrance	
		3-1292-441-00-350-001-3-432	2,052.12	
		3-1292-441-00-350-001-3-780	3,600.52	
			Freight	.00
			Total	5,652.64
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

January 21, 2013

Ms. Norma L. Longoria, WIC Director
LA #012, Hidalgo County
Health and Human Services
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

Approval is granted for Hidalgo County Health and Human Services, Women, Infants and Children (WIC) Local Agency #012, to contract with Canon USA, Inc., for the lease of 28 Canon IR-1025N copiers. Total costs for the copiers should not exceed $9,670.08 yearly.

This approval is granted with the understanding that this computer equipment may not be connected to the T-WIN network or used to run the T-WIN application and should be used for the Nutrition Services, WIC, only.

This approval is granted with the stipulation that sufficient earned funds are available. All purchases must be in compliance with WIC policies and the Uniform Grant Management Standards. Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you have any questions or require additional information, please contact Alisin Genfan, Contract Development and Support Branch, at 512-776-3156 or alisin.genfan@dshs.state.tx.us.

Sincerely,

Mike Montgomery, Director
Nutrition Services Section

AG:klr

ACORD

CERTIFICATE OF LIABILITY INSURANCE

COPYG-1 OP ID: NP

DATE (MM/DD/YYYY) 12/04/12

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 Mission/Duncan Ins Agency P O Box 753 Mission, TX 78573-0753 Sylvia Wolf	956-581-2183 956-581-4226
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURED Copy Graphics Inc. David & Luis Valdez 221 N 10th St McAllen, TX 78501	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Commercial Lines	
INSURER B : Century Surety Insurance Co	
INSURER C : The Hartford	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC			CCP776529	07/01/12	07/01/13	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA8604X883-12	04/22/12	04/22/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46WBCAC3897	08/08/12	08/08/13	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDCOUN

Hidalgo County Auditors
P O Box 689
Edinburg, TX 78540

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

Joe Roseland

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AI-37659 **12. D.**

CC CONSENT

Meeting Date: 03/26/2013

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-Bottle Water Services" Bid No. 2013-019-00-00-SMA including the re-advertising of project in the event bids are received and project is still required.

BACKGROUND

1. Current Contract expires 06/30/13
2. New Contract to commence 07/01/13
3. Draft contract reviewed and approved as to form by legal counsel 03/07/13

Proposed scheduled
1st advertisement 03/30/13
2nd advertisement 04/06/13
Bid Opening 04/17/13

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Costs associated with this action at this phase of procurement process: advertising costs

$5,000.00 available balance in P.O. 685687 as of 03-22-13.

Attachments

backup to Advertise & approval of packet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 02:12 PM
Budget & Management	Obdett Calzada	03/19/2013 03:08 PM
Rosalinda Cantu	Rosie Cantu	03/22/2013 09:04 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Sandra Montalvo Started On: 03/13/2013

Final Approval Date: 03/22/2013

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

Attached are draft specifications and bid page for the above referenced project.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and **return by Thursday, February 28, 2013** along with your budget information in order to place on Commissioner's Court agenda and begin the bidding process.

Please make certain your department address(es) and information and needs are included and correct in the list provided under "LOCATION OF WATER DISPENSERS" starting on page 2 of specifications and add, delete or change as necessary.

If you have any questions, please call me at 318-2626, ext 4874.

APPROVE ☒ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 31100-441-00-340.003-0163 PRECINCT NO: Health Dpartmt

Eduardo Olivarez	3/11/13
AUTHORIZED SIGNATURE / PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

H2O only

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes ____ No ____ Other (specify)____

BUDGET ACCOUNT #: 3-1100-421-00-293001-0-6631 PRECINCT NO: 3

Horaldo Sanchez 2/28/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

We will only be needing the water, not the dispensers.

730 N. Breyfogle Rd. Suite B, 78574
Mission, TX

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Yvette Islas

From: irma.hinojosa [irma.hinojosa@co.hidalgo.tx.us]
Sent: Wednesday, February 27, 2013 3:19 PM
To: yvette.islas@co.hidalgo.tx.us; irma.hinojosa@co.hidalgo.tx.us

1

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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Please make certain your department address(es) and information and needs are correct in the list provided under "LOCATION OF WATER DISPENSERS" starting specifications and add, delete or change as necessary.

If you have any questions, please call me at 318-2626, ext 4874.

APPROVE ☐ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: V Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 31100 412 00002001 0XX PRECINCT NO: County Wide 93rd

Joel Espinoza JOEL C. ESPINOZA 2-28

AUTHORIZED SIGNATURE PRINTED NAME DA

(3)

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Sallnas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

Attached are draft specifications and bid page for the above referenced project.

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If you have any questions, please call me at 318-2626, ext 4874.

APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-1100-412-00-011-001-0-163 PRECINCT NO: 4th

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Ana Moreno	02/27/2013

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.lslas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Feb 27 2013 8:36AM HP LASERJET FAX p.1

PURCHASING DEPARTMENT
County Of Hidalgo

(5)

FEB 26 2013

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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If you have any questions, please call me at 318-2626, ext 4874.

APPROVE ☐ DISAPPROVE ☒
(See changes)

FUNDS AVAILABILITY: ✓ Yes ____ No ____ Other (specify) ____

BUDGET ACCOUNT #: 3-1100-412-00-009-001-0- PRECINCT NO: 390

Aida Salinas Flores

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

PURCHASING DEPARTMENT
County Of Hidalgo

(1)

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

Attached are draft specifications and bid page for the above referenced project.

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Please make certain your department address(es) and information and needs are included and correct in the list provided under "LOCATION OF WATER DISPENSERS" starting on page 2 of specifications and add, delete or change as necessary.

If you have any questions, please call me at 318-2626, ext 4874.

APPROVE [X] DISAPPROVE [ ]
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify) 332nd District Court

BUDGET ACCOUNT #: 3-1100-412-00-0006-001-05 PRECINCT NO: 332nd District Court

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	DAMIAN CARRANZA	2/25/13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

✓

PURCHASING DEPARTMENT
County Of Hidalgo

#9

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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Please make certain your department address(es) and information and needs are included and correct in the list provided under "LOCATION OF WATER DISPENSERS" starting on page 2 of specifications and add, delete or change as necessary.

If you have any questions, please call me at 318-2626, ext 4874.

APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-100-412-00-004- 001-442-634 PRECINCT NO: 206

Delma G. Silva 3/6/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

P

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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Please make certain your department address(es) and information and needs are included and correct in the list provided under "LOCATION OF WATER DISPENSERS" starting on page 2 of specifications and add, delete or change as necessary.

If you have any questions, please call me at 318-2626, ext 4874.

APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes ____ No ____ Other (specify)____

BUDGET ACCOUNT #: 3-1100-412-00-003-001-0-631 PRECINCT NO. 139th D.C.

Pedro S. Lobato 2/25/13
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

3-1100-412-00-003-001-0-631

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

✓

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED BY COUNTY AUDITOR
2013 FEB 25 PM 2 44

MEMORANDUM

RECEIVED
FEB 27 2013
By

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

Attached are draft specifications and bid page for the above referenced project.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all yc requirements by signing below and marking approve or disapprove and **return by Thursday, February 2 2013** along with your budget information in order to place on Commissioner's Court agenda and begin tl bidding process.

Please make certain your department address(es) and information and needs are included ar correct in the list provided under "LOCATION OF WATER DISPENSERS" starting on page 2 specifications and add, delete or change as necessary.

If you have any questions, please call me at 318-2626, ext 4874.

APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify) _____

BUDGET ACCOUNT #: 3-1100-415-21-170-001-0-631 PRECINCT NO: Auditor

RAY EUFRACIO, CPA 2/26/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

RECEIVED
FEB 27 2013
By

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-1100-415-40-180-001-0-631 PRECINCT NO: County Clerk

Noe Lopez Jr. 2/26/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

15

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-1100-421-00-392-00-0631 PRECINCT NO: 2 / Const66

acampos@co.hidalgo.tx.us Armando Campos 2/25/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

THE COUNTY OF HIDALGO TEXAS

PURCHASING DEPARTMENT
County of Hidalgo

RECEIVED BY
COUNTY AUDITOR
2013 FEB 28 PM 3 32

16

MEMORANDUM

RECEIVED
MAR 04 2013
By 1:05

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify) Constable

BUDGET ACCOUNT #: 3-1100-421-00-294-001-0-631 PRECINCT NO: 4

Joel Rivera 2/28/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

(2)

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-1100.412.00-025-001-0-631 PRECINCT NO: County Court at Law No. 5

Joanna Guerra Joanna Guerra 2-27-13
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

PURCHASING DEPARTMENT
County Of Hidalgo

22

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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If you have any questions, please call me at 318-2626, ext 4874.

APPROVE ☐ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-1100-412-20-880-001-0-631 / 3-1100-412-00-080-002-0-631 PRECINCT NO: DAP

FOR RENE GUERRA | RON CACARES | 2/27/2013

AUTHORIZED SIGNATURE | PRINTED NAME | DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

→ WILL NEED WATER DELIVERED TO THE OLD ADMINISTRATION BUILDING LOCATED AT 100 E. CANO, EDINBURG.

→ WOULD LIKE SOME STORAGE RACKS FOR WATER CONTAINERS INCLUDED AS PART OF SPECS.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-1100-412-00-090-001-0442 PRECINCT NO: _____

Stephanie Palacios	Stephanie Palacios	3/5/13
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

PURCHASING DEPARTMENT
County Of Hidalgo

59, 60, 61, 111

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☑ with modifications see #110

DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-1100-466-00-122-018/082-0-442+631 3-1200-431-00-122-005-0-442+63 PRECINCT NO: 2

Yolanda Cisneros | YOLANDA CISNEROS | 2/25/2013

AUTHORIZED SIGNATURE | PRINTED NAME | DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

6263

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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If you have any questions, please call me at 318-2626, ext 4874.

APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-1100-452-00-133-008-0-631 4442 PRECINCT NO: 3
3-1100-432-00-133-001-0-631 4442

	Joe M Flores	2/26/13
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

Pct 3

PURCHASING DEPARTMENT
County Of Hidalgo

64,65,66

RECEIVED
FEB 25 2013
BY 2:37

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-1200-431-00-124-0050- 442, 607, 631 PRECINCT NO: 4
3-1200-431-00-124-007-0- 442/607/631 or 3-1100-431-00-124-001-0- 442/607/631

Gloria A. Beltran Gloria A. Beltran 2/25/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

Add. Hidalgo co. Pct 4-SCRC 230 N. 86th ST. Ed. TX
(1) only Cold

✓

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

71

MEMORANDUM

RECEIVED
FEB 26 2013
TIME 4:04
BY

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☒ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify) _____

BUDGET ACCOUNT #: 023 PRECINCT NO: Probate Court

	Judge Homero Garza	2/26/13
AUTHORIZED SIGNATURE	PRINTED NAME	DATE
Court Coordinator	Lydia Barrientes	2/26/13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

PURCHASING DEPARTMENT
County Of Hidalgo

12

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☐ DISAPPROVE ☑
(See changes) #12

FUNDS AVAILABILITY: ✓ Yes ____ No ____ Other (specify)____

BUDGET ACCOUNT #: 3-1100-412-30-085-003-0 PRECINCT NO: Public Defenders Office

Jaime E. Gonzalez 2/27/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

✓

PURCHASING DEPARTMENT
County Of Hidalgo

13

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE X DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: X Yes _____ No _____ Other (specify) Purchasing

BUDGET ACCOUNT #: 3-1100-415-18-160-00-0 PRECINCT NO: _____

Nielda Cavazos Nielda Cavazos 2/22/13
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ✓ DISAPPROVE
(See changes)

FUNDS AVAILABILITY: x Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 1100-419-50-125-003-0 PRECINCT NO: SAFETY DIVISION

	ROY QUINTANILHA	2/2213
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

PURCHASING DEPARTMENT
County Of Hidalgo

15

RECEIVED
FEB 25 2013
By 3:21

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☑ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 31100-423-21280-0020-631 PRECINCT NO: 50

Comdr. Rene Gonzalez 2-25-13
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

HCSO ✓

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

76, 77, 78, 79, 80

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE [X] DISAPPROVE [ ]
(See changes)

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify) IN Office

BUDGET ACCOUNT #: 3-1100-415-140-001-0-442 PRECINCT NO: 4

Eva Mireles 2-27-2013

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

PURCHASING DEPARTMENT
County Of Hidalgo

41

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ■ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: _____(Yes) _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 1100-415-16-150-001-0- PRECINCT NO: TREASURER OFFICE

Norma G. Garcia NORMA G. GARCIA 03/01/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

√

PURCHASING DEPARTMENT
County Of Hidalgo

B2

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ✓ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: ↘ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3-1100.444.00-370.001-0. 442 6001 631 PRECINCT NO: Veterans Services

Emilio De Los Santos Emilio De Los Santos 2-25-2013

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

✓

PURCHASING DEPARTMENT
County Of Hidalgo

83-109

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

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APPROVE ☐ DISAPPROVE ☐
(See changes)

FUNDS AVAILABILITY: __X__ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 3,1292,441 00,350,001.3, 531& 442 PRECINCT NO: WIC

Norma Longoria — Norma Longoria — 2/26/13

AUTHORIZED SIGNATURE | PRINTED NAME | DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

PURCHASING DEPARTMENT
County Of Hidalgo

112

MEMORANDUM

TO: Hidalgo County User Department

FROM: Yvette Salinas, Buyer III

DATE: February 22, 2013
Hidalgo County Purchasing Department

RE: RFB - "Bottled Water Services" (#13-019)

Attached are draft specifications and bid page for the above referenced project.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and **return by Thursday, February 28, 2013** along with your budget information in order to place on Commissioner's Court agenda and begin the bidding process.

Please make certain your department address(es) and information and needs are included and correct in the list provided under "LOCATION OF WATER DISPENSERS" starting on page 2 of specifications and add, delete or change as necessary.

If you have any questions, please call me at 318-2626, ext 4874.

APPROVE ☑ with corrections DISAPPROVE ☐ (See changes)

FUNDS AVAILABILITY: _____Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 100-431-00-260-001-0-431 ~~PRECINCT NO:~~ Right of Way Dept.

AUTHORIZED SIGNATURE — Jose N. Peña — Feb. 27, 2013
PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAILTO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

New add

2802 S. Bus. Hwy 281 Edinburg, TX 78539

HOT/COLD Dispenser (1)

Bid No:2013-019-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"BOTTLED WATER SERVICES"

BID OPENING DATE: Month day, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY –*BOTTLED WATER SERVICES*"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/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: **"RFB No. 2013-019-00-00-SMA-HIDALGO COUNTY-*BOTTLED WATER SERVICES*"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas**, on or before 9:30 AM WEDNESDAY, MONTH DAY, 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.-2013-019-00-00-SMA-HIDALGO COUNTY-*BOTTLED WATER SERVICES*".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item 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-*BOTTLED WATER SERVICES"*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**Month day, 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 hereunder, 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
"BOTTLED WATER SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
"Bottled Water Services"
Bid No: 2013-019-00-00-SMA

OVERVIEW:

The purpose of this solicitation is to solicit sealed bids to establish a vendor to provide bottled water service for the Hidalgo County Departments. All services shall be provided in accordance with the specifications contained herein.

SCOPE OF WORK:

The vendor shall furnish all resources required to provide bottled drinking and/or spring water, paper cups and dispensing equipment, as specified herein on an "AS NEEDED BASIS". Hidalgo County reserves the right to add or delete item(s) during the term of the contract.

SPECIFICATIONS/REQUIREMENTS

CONTAINTERS:

All containers shall be returnable/reusable, five (5) vessel/gallon capacity, designed for inverted operation on dispensers. All containers shall be clear or translucent, impact resistant, poly carbonate plastic. Water caps shall be compatible with cooler models awarded pursuant to awarded contracts and those cooler models currently owned by the respective user departments. No storage racks are needed.

LEASED EQUIPEMENT:

All equipment offered by the vendor through this contract shall be new and in compliance with the following minimum specifications:

- COOLERS-Full size, free standing, shall be approximately 12.5"W x 12.5"Depth x 38"H
- DELIVERY, INSTALLATION & MAINTENANCE shall be included in the bid price.
- All COOLERS shall be Underwriter Lab approved, or equal.
- All EQUIPMENT shall not contain lead or lead based solder in contact with water.
- COOLERS shall be free standing, suitable to accept containerized water.
- COLD WATER service equipment shall be mechanically cooled with thermostatic controls.
- HOT WATER service equipment shall be electrically heated and thermostatically controlled (approximately 160°-180° Fahrenheit
- ELECTRICAL REQUIREMENTS- 120 volt, single phase, 60 Hz.
- DRIP RECEPTOR shall be removable
- Should the models bid become obsolete, the substitution of models will be permitted under the following conditions:
  a) the substitution confirms to the specifications as stated herein,
  b) the specifications for the proposed substitution is provided to the user department

MAINTENANCE OF LEASED EQUIPMENT

The leased cost of each cooler shall include inside delivery and installation, full service maintenance, including labor and replacement of all non-consumable parts as well as one (1) annual inspection and cleaning/sanitizing. The vendor shall repair or replace malfunctioning coolers within twenty-four (24) hours of receiving the service call from the user department.

DELIVERIES:

1) All deliveries throughout the contract term must be during normal business hours; Monday-Friday from 8:00 a.m. -12:00 p.m. and 1:00 p.m. -4:00 p.m.
2) Bidder shall be solely responsible for familiarity with any site-specific delivery conditions. (i.e. building access, parking, elevators, stairs, security requirements, etc)
3) Bidder shall deliver the requested amount of product within twenty-four (24) hours following the request or earlier if requested.

PRICING:

Bidders shall indicate on the Bid Page (refer to Exhibit B); a firm unit price per five (5) gallon drinking and/or spring vessel/bottle water, 16.5 and 20 oz per case bottled water, as well as a monthly rental fee to supply water dispensers to all user departments. Prices shall include all cost associated with maintenance, installation and repairs of the water dispenser unit(s). All prices must remain firm throughout the term of the contract and any extensions thereto.

DRAFT

LOCATION OF WATER DISPENSERS:

The following locations listed below are to be considered minimum. The County reserves the right to request additional water dispensers or reduce the number of dispensers as necessary and Vendor agrees to comply with such requests. Vendor agrees to furnish additional water dispensers at prices agreed to in this bid.

NAME		ADDRESS	DISPENSER		
			Hot/Cold	Temp/Cold	Cold
1.	HIDALGO CO 93RD DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	1		
2.	HIDALGO CO 92ND DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	1		
3.	HIDALGO CO 449TH DISTRICT COURT	1001 N. Doolittle Rd, Edinburg, Tx	1		
4.	HIDALGO CO 430TH DISTRICT COURT	111 S. 9TH ST., Edinburg, Tx		1	
5.	HIDALGO CO 398TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	2		
6.	HIDALGO CO 389TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	2		
7.	HIDALGO CO 332ND DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	1		
8.	HIDALGO CO 275 TH DISTRICT COURT	100 N. Closner, 1st Floor, Edinburg, Tx	1		
9.	HIDALGO CO 206TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	1		1
10.	HIDALGO CO 139TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx			1
11.	HIDALGO CO AUDITOR'S OFFICE	2808 S. Business 281-Edinburg, Tx	1		
12.	HIDALGO CO AUXILARY COURT	100 N. Closner, (Annex Bldg.)Edinburg, Tx	1	1	
13.	HIDALGO CO BUDGET OFFICE	2818 S. Bus. Hwy. 281, Edinburg, Tx	1	2	
14.	HIDALGO CO CLERK OFFICE	100 N. Closner 1st Floor, Edinburg, Tx	1	1	1
15.	HIDALGO CO CONSTABLE PCT 2	523 S. Standard, San Juan, Tx		1	
16.	HIDALGO CO CONSTABLE PCT 4	2814 S. Business Hwy. 281 Edinburg, Tx			1
17.	HIDALGO CO CONSTABLE PCT 5	708 E.Edinburg, Ave., Elsa, Tx	1		
18.	HIDALGO CO COURT AT LAW 1	100 N. Closner 3rd Floor, Edinburg, Tx	1		
19.	HIDALGO CO COURT AT LAW 2	100 N. Closner 3rd Floor, Edinburg, Tx	1		
20.	HIDALGO CO COURT AT LAW 4	100 N. Closner 3rd Floor, Edinburg, Tx			1
21.	HIDALGO CO COURT AT LAW 5	100 N. Closner 2nd Floor, Edinburg, Tx		1	
22.	HIDALGO CO DISTRICT ATTORNEY'S OFFICE	100 N. Closner 3rd Floor, Edinburg, Tx	1		1
23.	HIDALGO CO DISTRICT CLERK & PROBATE COURT	1615 S. Closner, Ste. C, Edinburg, Tx	1		
24.	HIDALGO CO DISTRICT CLERK'S OFFICE	100 N. Closner 1st Floor, Edinburg, Tx	1		
25.	HIDALGO CO ELECTION DEPARTMENT	101 S. 10TH ST., Edinburg, Tx	2		2
26.	HIDALGO CO EMERGENCY MANAGEMENT	1615 S.Closner Ste. G, Edinburg, Tx		1	
27.	HIDALGO CO EXTENSION SERVICE	410 N 13TH ST, Edinburg, Tx			1
28.	HIDALGO CO FACILITY MGMT. OFFICE	3100 S. Hwy 281, Edinburg, Tx	2		1
29.	HIDALGO CO FACILITY MGMT. OFFICE-Carpentry Shop	219 E Loeb, Edinburg, Tx			1
30.	HIDALGO CO FIRE MARSHALLS	1124 N "M" Rd, Edinburg, Tx	1		
31.	HIDALGO CO HEALTH & HUMAN SERVICES	1304 S. 25TH, Edinburg, Tx	1	1	1
32.	HIDALGO CO HEALTH & HUMAN SERVICES	708 E. Edinburg Ave. Elsa, Tx		1	
33.	HIDALGO CO HEALTH & HUMAN SERVICES	702 E. Tejano, Hidalgo Tx			1
34.	HIDALGO CO HEALTH & HUMAN SERVICES	300 E. Hackberry, McAllen, Tx			1
35.	HIDALGO CO HEALTH & HUMAN SERVICES	1903 N FIR, Pharr, Tx		1	
36.	HIDALGO CO HEALTH & HUMAN SERVICES	1901 N. Bridge, Weslaco, Tx		1	
37.	HIDALGO CO HUMAN RESOURCES	208 West Cano, Edinburg, Tx	2		
38.	HIDALGO CO INDIGENT DEFENSE	100 N. Closner (Annex Bldg.), Edinburg, Tx		1	
39.	HIDALGO CO INFORMATION TECHNOLOGY DEPT.	100 E. Cano 4th Floor, Edinburg, Tx	1		1
40.	HIDALGO CO INFORMATION TECHNOLOGY DEPT.	100 N. Closner 1st Floor, Edinburg, Tx	1		
41.	HIDALGO CO JP PCT 1 PL 1-Gilbert Saenz	1902 Joe Stephens 301, Weslaco, Tx		1	
42.	HIDALGO CO JP PCT 2 PL 1-Bobby Contreras	300 W Hall Acres, Suite F, Pharr, Tx	1		
43.	HIDALGO CO JP PCT 2 PL 2- Rosa Trevino	300 W. Hall Acres Rd. Suite D, Pharr, Tx	1		

44.	HIDALGO CO JP PCT 3 PL 1- Luis J. Garza	730 Breyfogle St. Suite C, Mission Tx	1		
45.	HIDALGO CO JP PCT 3 PL 2 -Ismael Ochoa	730 Breyfogle St., Suite A, Mission, Tx	1		
46.	HIDALGO CO JP PCT 4 PL 1-Charlie Espinoza	212 N. 12th St, Edinburg, Tx	1		
47.	HIDALGO CO JP PCT 4 PL 2-Mary Alice Palacios	224 N. 12th Ave. Edinburg, Tx		1	
48.	HIDALGO CO JP PCT 5 PL 1- Speedy Jackson	708 E. Edinburg Ave., Elsa, Tx	1		
49.	HIDALGO CO JUDGE'S OFFICE	302 W. University, Edinburg, TX	1		
50.	HIDALGO CO JUVENILE BOOTCAMP	1711 NO. Bridge, Weslaco, Tx	1		1
51.	HIDALGO CO JUVENILE PROBATION DEPARTMENT	1001 N. Doolittle Rd., Edinburg, Tx		1	1
52.	HIDALGO CO LAW LIBRARY	100 N. Closner 1st Floor, Edinburg, Tx		1	
53.	HIDALGO CO MASTER COURT 1	100 N. Closner 2nd Floor, Edinburg, Tx		1	
54.	HIDALGO CO MASTER COURT 2	100 N. Closner 2nd Floor, Edinburg, Tx	1		
55.	HIDALGO CO PCT 1	1902 Joe Stephens, Weslaco, Tx	2	1	
56.	HIDALGO CO PCT 1- Delta Lake Park	1.5 Mi North, East Side of FM 88, Monte Alto, Tx	2		
57.	HIDALGO CO PCT 1-Sanitation	FM 1015 & MILE 11 N, Weslaco, Tx	1		
58.	HIDALGO CO PCT 1-Sunset	FM 1015 & MILE 11 N, Weslaco, Tx		1	
59.	HIDALGO CO PCT 2- Multi-Purpose Facility	1429 S. Tower Rd., Alamo, Tx		1	
60.	HIDALGO CO PCT State Office	301 E. State, Pharr, Tx			2
61.	HIDALGO CO PCT 2-Community Resource Center	509 E. Earling, San Juan, Tx	1		
62.	HIDALGO CO PCT 3-Anzaldua Park	P.O. Box 607, Mission, Tx		1	
63.	HIDALGO CO PCT 3-Landfill	3 Miles W. Military Hwy., Mission, Tx		1	2
64.	HIDALGO CO PCT 4	1102 N. Doolittle Rd., Edinburg, Tx		2	1
65.	HIDALGO CO PCT 4-Administration Office	1051 N. Doolittle Rd., Edinburg, Tx	1		
66.	HIDALGO CO PCT 4-Landfill	1102 N. Doolittle Rd., Edinburg, Tx		1	
67.	HIDALGO CO PLANNING DEPARTMENT-(w/Health Dept.)	1304 S 25th, Edinburg, Tx		1	
68.	HIDALGO CO PLANNING DEPARTMENT-Substation	2401 N. Moorefield, Mission Tx		1	
69.	HIDALGO CO PROBATE COURT	100 N. Closner, 3rd Floor, Edinburg, Tx			1
70.	HIDALGO CO PUBLIC DEFENDER'S OFFICE	100 N. Closner, 5th Floor, Edinburg, TX		1	
71.	HIDALGO CO PURCHASING DEPARTMENT	2812 S. Business Hwy 281, Edinburg, Tx	1	1	
72.	HIDALGO CO SAFETY DIVISION	2818 S. Business Hwy 281, Edinburg, Tx	1		
73.	HIDALGO CO SHERIFF"S OFFICE	711 El Cibolo, Edinburg, Tx	2	3	9
74.	HIDALGO CO TAX OFFICE-(Main Office)	2804 S. Business Hwy 281, Edinburg, Tx	5		
75.	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	509 E. Earling, San Juan, Tx	1		
76.	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	1902 Joe Stephens, Weslaco, Tx	1		
77.	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	722 Breyfogle, Ste 104, Mission, Tx	1		
78.	HIDALGO CO TAX OFFICE-Auto License Dept.(Sub-Station)	300 E. Hackberry, McAllen, Tx	1		
79.	HIDALGO CO TREASURER'S OFFICE	2810 S. Business Hwy 281, Edinburg, Tx	1		
80.	HIDALGO CO VETERANS SERVICES	2816 S. Business Hwy 281, Edinburg, Tx	1		
81.	HIDALGO CO WIC CLINIC	230 N. 86th St. San Carlos, Tx			1
82.	HIDALGO CO WIC CLINIC	113 Dawson Dr., Edinburg, Tx			1
83.	HIDALGO CO WIC CLINIC	220 Bicentennial, Suite D, Mcallen, Tx			1
84.	HIDALGO CO WIC CLINIC	3513 E. Main Ave., Suite 104, Alton, Tx			1
85.	HIDALGO CO WIC CLINIC	722 N. Breyfogle, Suite 2-C, Mission, Tx			1
86.	HIDALGO CO WIC CLINIC	1900 N. Knight, Pharr, Tx		1	
87.	HIDALGO CO WIC CLINIC	702 E. Tejano, Hidalgo Tx			1
88.	HIDALGO CO WIC CLINIC	301 S. 8th, Donna, Tx			1
89.	HIDALGO CO WIC CLINIC	371 E. Expressway 83, Sullivan City, Tx		1	
90.	HIDALGO CO WIC CLINIC	708 E. Edinburg St., Elsa, Tx			1
91.	HIDALGO CO WIC CLINIC	211 S. Schuerback Rd, Mission, Tx		1	
92.	HIDALGO CO WIC CLINIC	1901 N.Bridge Ave., Weslaco, Tx		1	

93.	HIDALGO CO WIC CLINIC	3105 E. Richardson, Edinburg, Tx			1
94.	HIDALGO CO WIC CLINIC	540 S. Texas Ave., Mercedes, Tx			2
95.	HIDALGO CO WIC CLINIC	204 W. 2nd St., La Joya, Tx			1
96.	HIDALGO CO WIC CLINIC	300 E. Hackberry, McAllen, Tx			1
97.	HIDALGO CO WIC CLINIC	313 E. Business 83, Suite 113, Alamo, Tx			1
98.	HIDALGO CO WIC CLINIC	3001 N. 23rd St. Suite 8, McAllen, Tx		1	
99.	HIDALGO CO WIC CLINIC	1429 S. Tower Rd., Alamo, Tx			1
100.	HIDALGO CO WIC CLINIC	308 W. Hall Acres, Pharr, Tx			1
101.	HIDALGO CO WIC CLINIC	509 E. Earling, San Juan, Tx		1	
102.	HIDALGO CO WIC CLINIC	417 S. Oregon Ave., Weslaco, Tx		1	
103.	HIDALGO CO WIC CLINIC	3519 W. Main Ave.- Suite B, Alton, Tx			1
104.	HIDALGO CO WIC CLINIC	1505 N. Grant St.-Suite 1 & 2, Roma, Tx		1	
105.	HIDALGO CO WIC CLINIC	3404 Brave St, Suite 5, Rio Grande City, Tx		1	
106.	HIDALGO CO WIC CLINIC (Administration Office)	3105 W. University Dr., Edinburg, Tx		1	1
107.	HIDALGO CO WIC CLINIC (Las Milpas)	125 E. Las Milpas Rd.,Suite E, Pharr, Tx			1
108.	HIDALGO CO PCT 4 SCRC	230 N. 86th St. San Carlos, Tx			1
109.	HIDALGO CO PCT 2- Administrative Offices	300 W. Hall Acres Rd. Suite G, Pharr, Tx		1	
110.	HIDALGO CO RIGHT OF WAY	2802 S. Business 281-Edinburg, Tx	1		
111.	HIDALGO CO JP PCT 1 PL 2-Jesus E. Morales	1902 Joe Stephens #302, Waslaco, Tx		1	
112.	HIDALGO CO PCT 1- SHOP	1902 Joe Stephens, Weslaco, Tx		1	
113.	HIDALGO CO PCT 1- R&B SHOP	FM 105 & MILE 11N, Weslaco, TX		1	
114.	HIDALGO CO PCT 1 DRAIN. BLDG	FM 105 & MILE 11N, Weslaco, TX		1	
115.	HIDALGO CO PCT 1 TIRE SHOP	FM 105 & MILE 11N, Weslaco, TX		1	
		TOTAL OF WATER DISPENSERS	**62**	**49**	**52**

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TERMS & CONDITIONS:

1) **CONTRACT TERM:** The Contract term shall remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.

2) The vendor who is awarded will ensure that all water dispensers are working properly before and after delivery and will provide maintenance and/or replacement service in accordance with the contract.

3) 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 prior to cancellation.

4) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5) After bid award 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).

6) SUBMITTAL OF INVOICES:
Vendor (s) must submit an invoice to each County department user. The signed delivery/sales ticket provided with each delivery shall be verified with the invoice. The vendor (s) shall provide the following on each invoice:
   a) County department name and invoice & account number;
   b) Purchase Order number;
   c) Description and unit price for each item and total cost per line item and grand total of each invoice.

7) PURCHASE ORDERS:
Purchase order(s) shall be generated by the Hidalgo County Purchasing Agent to the successful vendor. The purchase order

number must appear on all itemized invoices and packing slips. The County will not be held responsible for any orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department.

8) To expedite evaluation of the bid. It is mandatory that Hidalgo County forms be used to submit pricing information.

9) The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

10) Hidalgo County shall award the bid on a lump sum basis to one bidder and/or on an item by item bid basis, whichever is in the best interest of the County.

11) After bid awarded and low bidder(s) default(s) in meeting all specifications to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

12) Delivery of **BOTTLED WATER SERVICE** will be to various Hidalgo County agencies as covered by purchase order only. Contractor is to provide water dispensing units on a rental basis as requested by the user department in any County office.

13) **INSURANCE REQUIREMENTS:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".

14) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

15) **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.

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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 this bid to be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, Month 00, 2013, 5:00 PM. Responses will be sent to all applicants via facsimile or e-mail **by no later than, Month day, 2013, 5:00 PM.**

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Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Thursday, March 07, 2013 10:54 AM
To: 'Leticia Saenz'
Subject: RE:

The draft agreement is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, March 07, 2013 10:09 AM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Darlene Betancourt'; 'Sandra Montalvo'
Subject:
Importance: High

Mr. Crain-

Please review and approve as to form the **"draft" service contract** (attached hereto) for the purposes of utilizing the procurement packet for: **BOTTLED WATER SERVICES** (on an as needed basis) for Hidalgo County.

Please advise.

Thanks.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-13-019-00-00

THIS CONTRACT is made and entered into this _____day of _____ _____, **2013** by and between the **County of Hidalgo, Texas** ("County"), and ____ _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Bottled Water Services" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the

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further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to the **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

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3. This Contract shall be for a period of **one (1) year**, commencing on _____ , **2013** and expiring on _____, **2014** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and

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regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County

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arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
302 W University Drive
Edinburg, Texas 78539

If to Company: _____

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13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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WITNESS our hands in duplicate originals this _____ day of _____, 2013.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name: _____

Title:_____

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EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

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EXHIBIT “B”
VENDOR’S BID

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EXHIBIT “C”
INSURANCE REQUIREMENTS

AI-37848 **12. E.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-05-229-06-21(WA#2), Invoice #3301 for Tower Rd. Project in the amount of $88,404.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1200-431-00-122-027-0-731

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

BUDGETARY IMPACT:

P.O.#561453 available in this account is $177,989.13 03/22/13

Attachments

Invoice No.3301 R. Gutierrez Engineering Corporation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 12:14 PM
Budget & Management	Obdett Calzada	03/22/2013 12:23 PM
Roland Garcia	Rolando Garcia	03/22/2013 01:52 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Marcie Jackson Started On: 03/21/2013 01:32 PM

Final Approval Date: 03/22/2013

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 3301
Date 3/6/2013
Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: Tower Rd-Part II (Rancho Blanco to Balli)

Const. Cost 608,466.00
% of Const. Cost
Billing Fee

Project No.: ENG05.015b
Contract No.: C-05-229-06-21(WA#2)
PO No. 561453

Phase	*Phase Fee*	*% Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Preliminary Phase	269,733.00	100.00%	269,733.00	219,226.00	50,507.00
Design Phase	161,840.00	92.50%	149,702.00	111,805.00	37,897.00
Construction Phase	107,893.00	0.00%			0.00
Environmental Assessment	34,000.00	15.43%	5,247.00	5,247.00	0.00
Right-of-Way Aquisition	24,200.00	100.00%	24,200.00	24,200.00	0.00
Geotechnical Investigation	10,800.00	0.00%			0.00

PO # 561453
3-1200-431-00-122-027-0-731
Req # 0082579

INVOICE RECEIVED BY: Elizabeth Casso ON 3/7/13
GOODS/SERVICES RECEIVED BY: Hector "Tito" Palacios ON 3/6/13

Balance Due $ **$88,404.00**

TASK	TOTAL CONTRACT AMOUNT	FEE BREAKDOWN					
		PART 1 WORK Moore Rd - Rancho Blanco Rd			PART 2 WORK Rancho Blanco Rd - Balli Rd		
		Fee Amount	% Comp	Fee Earned	Fee Amount	% Comp	Fee Earned
PRELIMINARY PHASE (50% of Fee)							
FIELD & AERIAL SURVEYING	$116,738	$35,818	100%	$35,818	$80,920	100%	$80,920
SCHEMATIC DESIGN	$272,388	$83,575	100%	$83,575	$188,813	100%	$188,813
SUB-TOTAL	$389,126	$119,393	100%	$119,393	$269,733	100%	$269,733
DESIGN PHASE (30% of Fee)							
SURVEYING - FIELD VERIFICATION	$58,369	$17,909	100%	$17,909	$40,460	100%	$40,460
ENGINEERING	$175,107	$53,727	100%	$53,727	$121,380	90%	$109,242
SUB-TOTAL	$233,476	$71,636	100%	$71,636	$161,840	93%	$149,702
CONSTRUCTION PHASE (20% of Fee)							
CONSTRUCTION ADMINISTRATION	$155,650	$47,757	100%	$47,757	$107,893	0%	$0
SUB-TOTAL	$155,650	$47,757	100%	$47,757	$107,893	0%	$0
TOTAL BASIC ENGINEERING FEES	$778,252	$238,786	100%	$238,786	$539,466	78%	$419,435
ENVIRONMENTAL ASSESSMENT (Add'l Service)							
ENVIRONMENTAL ASSESSMENT	$40,000	$16,000	0%	$0	$24,000	22%	$5,247
PUBLIC MEETINGS	$20,000	$10,000	0%	$0	$10,000	0%	$0
SUB-TOTAL	$60,000	$26,000	0%	$0	$34,000	15%	$5,247
RIGHT-OF-WAY ACQUISITION (Add'l Service)							
R.O.W. MAP	$60,200	$36,000	100%	$36,000	$24,200	100%	$24,200
SUB-TOTAL	$60,200	$36,000	100%	$36,000	$24,200	100%	$24,200
GEOTECHNICAL INVESTIGATIONI (Add'l Service)							
GEOTECHNICAL INVESTIGATION	$18,000	$7,200	30%	$2,186	$10,800	0%	$0
SUB-TOTAL	$18,000	$7,200	30%	$2,186	$10,800	0%	$0
TOTAL ADDITIONAL SERVICES	$138,200	$69,200	55%	$38,186	$69,000	43%	$29,447
TOTAL ESTIMATED FEE	$916,452	$307,986	90%	$276,972	$608,466	74%	$448,882
Part I - Basic Fee Based on 10.5% of Estimated Construction Cost of :					$2,274,150		
For a Base Engineering Fee of :	$238,786						
Part II - Basic Fee Based on 10.5% of Estimated Construction Cost of :					$5,137,776		
For a Base Engineering Fee of :	$539,466						

R. Gutierrez
Engineering Corporation

Tower Road
Statement of Probable Cost

3/5/2013

Floodway Crossing

Project Name: **Tower Rd - Part 2**

Project Length: 1.67 8,838 LF
Project Limits:
From: Rancho Blanco Road
To: Juan Balli Road

Item	Item Description	Quantity	Unit	Unit Cost	Total Cost
100	Prep R.O.W.	87.60	Sta	$ 500.00	$ 43,800.00
110	Rdwy Excavation	21,086.00	CY	$ 5.00	$ 105,430.00
132	Embankment (Rdwy) (Moist Cond 8")	128,956.00	CY	$ 5.00	$ 644,780.00
132	Embankment (Channel)	16,052.00	CY	$ 5.25	$ 84,273.00
132	Embankment (Levee)	99,657.00	CY	$ 10.00	$ 996,570.00
160	Levee Top Soil (6")	3,670.00	SY	$ 4.50	$ 16,515.00
164	Cell Fib Mulch Seed (Temp)(Warm)	58,836.00	SY	$ 0.60	$ 35,301.60
164	Cell Fib Mulch Seed (Temp)(Cool)	28,836.00	SY	$ 0.60	$ 17,301.60
164	Cell Fib Mulch Seed (Perm)	117,672.00	SY	$ 0.60	$ 70,603.20
247	Flex Base (14")	16,258.00	CY	$ 20.75	$ 337,353.50
262	Lime Treat Base (14")	41,806.00	SY	$ 2.10	$ 87,792.60
262	Lime	550.00	Ton	$ 230.00	$ 126,500.00
310	Asph Mat'l	11,789.00	Gal	$ 4.60	$ 54,229.40
340	Hot Mix (3")	6,789.00	Ton	$ 80.00	$ 543,120.00
400	Cement Stab Backfill	125.50	CY	$ 30.00	$ 3,765.00
402	Trench Excav Protection	6,794.00	LF	$ 1.20	$ 8,152.80
432	Conc. Riprap (4")	515.50	CY	$ 250.00	$ 128,875.00
432	Conc. Riprap (5")	68.00	CY	$ 290.00	$ 19,720.00
432	Conc. Riprap (4") (Mow Strip)	100.00	CY	$ 250.00	$ 25,000.00
464	RCP (CL III)(18")	1,392.00	LF	$ 37.00	$ 51,504.00
464	RCP (CL III)(24")	736.00	LF	$ 43.50	$ 32,016.00
464	RCP (CL III)(30")	559.00	LF	$ 56.00	$ 31,304.00
464	RCP (CL III)(36")	1,018.00	LF	$ 74.00	$ 75,332.00
464	RCP (CL III)(48")	780.00	LF	$ 90.00	$ 70,200.00
464	RCP (CL III)(54")	1,351.00	LF	$ 125.00	$ 168,875.00
464	RCP (CL III)(60")	1,070.00	LF	$ 145.00	$ 155,150.00
465	Inlet (Ty C)	14.00	EA	$ 3,400.00	$ 47,600.00
465	Inlet (Ty CC)	4.00	EA	$ 4,200.00	$ 16,800.00
465	Manhole Ty "M"	5.00	EA	$ 4,900.00	$ 24,500.00
465	Manhole Ty "M" (w/Grate)	5.00	EA	$ 4,900.00	$ 24,500.00
467	Safety End Treatment (18") (6:1)	20.00	EA	$ 700.00	$ 14,000.00
500	Mobilization	1.00	LS	$ 290,000.00	$ 290,000.00
502	Barricades	16.00	Mo	$ 1,000.00	$ 16,000.00
506	Const Exits (Ty II) (Install)	336.00	SY	$ 26.00	$ 8,736.00
506	Const Exits (Remove)	336.00	SY	$ 13.00	$ 4,368.00
506	Temp Sedmt Control Fence	504.00	LF	$ 4.50	$ 2,268.00
529	Mountable Conc. Curb	5,437.00	LF	$ 9.25	$ 50,292.25
530	Driveways (Asph)	889.00	SY	$ 19.30	$ 17,157.70
540	MBGF	2,050.00	LF	$ 14.80	$ 30,340.00
540	Terminal Anchor Section	12.00	EA	$ 590.00	$ 7,080.00
544	Guardrail End Treatment	6.00	EA	$ 1,600.00	$ 9,600.00
644	Ins Sm Rd Sn Sup Ty S80(1)SA(P)	18.00	EA	$ 425.00	$ 7,650.00
644	Remove Sm Rd Sn Sup & Assem	1.00	EA	$ 60.00	$ 60.00
666	Refl Pav Mark (W)(4")(Bkn)	30.00	LF	$ 0.35	$ 10.50
666	Refl Pav Mark (W)(4")(Sld)	17,335.00	LF	$ 0.35	$ 6,067.25
666	Refl Pav Mark (W)(8")(Sld)	160.00	LF	$ 0.65	$ 104.00
666	Refl Pav Mark (W)(12")(Sld)	142.00	LF	$ 3.35	$ 475.70
666	Refl Pav Mark (W)(24)(Sld)	90.00	LF	$ 4.70	$ 423.00
666	Refl Pav Mark (Y)(4")(Sld)	13,796.00	LF	$ 0.35	$ 4,828.60
666	Refl Pav Mark (Y)(4")(Bkn)	580.00	LF	$ 0.35	$ 203.00
666	Refl Pav Mark (Y)(24)(Sld)	188.00	LF	$ 4.70	$ 883.60
668	Prefab Pav Mrk (W) (Word)	4.00	EA	$ 210.00	$ 840.00
668	Prefab Pav Mrk (W) (Arrow)	4.00	EA	$ 105.00	$ 420.00
672	Raised Pav Mark (Refl)(Ty I-C)	16.00	EA	$ 3.60	$ 57.60
672	Raised Pav Mark (Refl)(Ty II-A-A)	390.00	EA	$ 3.30	$ 1,287.00
	Bridge Construction	6,900.00	SF	$ 70.00	$ 483,000.00
	Luminaires	4.00	EA	$ 2,500.00	$ 10,000.00
1127	Geogrid Reinforcement	43,750.00	SY	$ 2.40	$ 105,000.00
4035	RCLHPP (24")(CL III)	208.00	LF	$ 95.00	$ 19,760.00
	TOTAL				$5,137,775.90

AI-37577 **12. F.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the County's option to exend the 2nd of (two (2)- one (1) year renewals) with Pavement Markings, Inc.-Contract #E-12-093-03-20 (original #C-11-007-03-28) for: "Striping Of County Roads, County Owned Parking Lots & Misc. County Owned Sites" for Hidalgo County under same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: VARIOUS

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

BUDGETARY IMPACT:

Purchases are on an as needed basis. Funds must be in place at time of purchase.
See exp report for possible funding source and availability of funds.

Attachments

Pavement Markings Inc.

exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 11:06 AM
Budget & Management	Obdett Calzada	03/19/2013 12:36 PM
Rosalinda Cantu	Rosie Cantu	03/22/2013 08:16 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Vangie Garcia Started On: 03/08/2013 01:23 PM

Final Approval Date: 03/22/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
MAR 13 2013
By
2:44

March 7, 2013

Pavement Markings, Inc.
Attn: Juan F. Villescas
7010 N. FM 493
Donna, Texas 78537

Via: Certified Mail #7099-3220-0002-9745-7316
Email: villerg37@aol.com

Re: Extension Of Service Contract No: E-12-093-03-20
(Original Contract #C-11-007-03-28)
"Striping/Markings of County Roads, County Parking Lots, Etc."

Dear Mr. Villescas:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the 2nd year of the two (2)-one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 26, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, March 13, 2013 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Juan F. Villescas Pres. Date: March 11, 2013
Juan F. Villescas

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-007-03-28

THIS CONTRACT is made and entered into this **28th** day of **March, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Pavement Markings, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Striping/Markings of County Roads, County Parking Lots, etc." (on an as needed and requested basis only)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed and requested basis only)**, commencing on **April 08, 2011** and expiring on **April 7, 2012** and may be extended at the sole discretion of the County for an additional two (2) one (1) year term under the same rates, terms and conditions. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	Pavement Markings, Inc. Attention: Juan F. Villescas, President 7010 North FM 493 Donna, TX 78537

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ___day of _____, 2011.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3/28/11 RG

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
PAVEMENT MARKINGS, INC.

By: _____
Printed Name: Juan Villescas Cassandra Villescas
Title: President Vice President

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 28, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Striping/Markings of County Roads, County Parking Lots, etc."**
Bid No: 2011-007-03-16-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"Striping/Markings of County Roads, County Parking Lots, Etc."

Bid No: 2011-007-03-16-MEG

1. **Request for Bid Letter __1__ page.**
2. **Request for Bid, Legal Notice, consisting of _7_ pages.**
3. **Exhibit "A" Specifications consisting of_3_ pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements consisting of _4_ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of _1_ page.**
7. **Vendor/Bidder Application and W-9 form consisting of_6_ pages.**
8. **Draft Service Agreement consisting of _11_ pages.**
9. **Certification Regarding Debarment _1_ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 28, 2011
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."

BID OPENING DATE:
MARCH 16, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281 - Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY "STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."**. in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-007-03-16-MEG- HIDALGO COUNTY "STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."**.and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 16, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB"-2011-007-03-16-MEG- -HIDALGO COUNTY "STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation -**"BID-2011-007-03-16-MEG- HIDALGO COUNTY "STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."**

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 Purchasing Department
2812 S. Business Hwy. 281
Edinburg Tx. 78539

17. Schedule of Events

Bid Opening, 9:30 AM	**March 16, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess 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
"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."
BID NO.: 2011-007-03-16-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 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: _____

8SCOPE OF SERVICES:
The services contract will encompass all project-related labor and materials for Striping/Markings of county roads, county parking lots and miscellaneous county owned sites for the County of Hidalgo including, but not limited to, the following:

REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2. Striping/Markings of county roads, parking lots, & miscellaneous county owned sites will be on an **as needed and as requested basis only.**

3. Delivery hours will be arranged with requestor when requiring Striping/Markings of county roads, county parking lots, and miscellaneous county owned sites.

4. Hidalgo County reserves the right to award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

5. The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend (2) for (1) one additional year.

6. 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.

7. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

8. Hidalgo County reserves the right to 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.

9. **Insurance (requirements) certificates** must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached.**

10. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".

Market Volatility and Unit Price Adjustments: Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the

Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Elena Gomez, 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, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY MARCH 09, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., **FRIDAY MARCH 11, 2011,**

The following are the minimum acceptable specifications: "Striping/Markings of County Roads County Parking Lots & Misc. County Owned Sites"		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	$	/ft.
4" yellow or white thermo plastic	$	/lf.
4" reflectors yellow or white	$	/ea.
24" white paint stripe	$	/ea.
Thermoplastic arrows	$	/ea.
6" x 6" Giggle Bar File, yellow or white	$	/ea.
24" white Thermoplastic stripe	$	/lf.
Thermoplastic Words: (include) **ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD** and **RAILROAD**	$	/ea.

The "Striping/Markings of County Roads, County Parking Lots & Misc. County Owned Site" contract will, from now on, include the striping of parking lots which will include, but not be limited to:		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white non-reflectorized paint	$	/lf.
4" yellow or white car spaces	$	/ea.
Arrows	$	/ea.
"Reserved" painted on curb	$	/ea.
Handicap Symbols	$	/ea.
Crosshatched Islands	$	/ea.
Painted Curb (red & yellow)	$	/ft.
Repaint Car Stops	$	/ea.
"No Parking (3' Letters)	$	/ea.
Handicap Symbols Pre Fab Thermal 2-color	$	/ea.
Fire Lane	$	/ea.
No parking on red curb	$	/ea.
Cross walk crossing (white or yellow paint) **12"**	$	/lf.
Cross walk crossing (white or yellow thermoplastic) **12"**	$	/lf.
Parking Lot	$	/ea.
Parking Lot Crossing	$	/ea.
Crossing from ADA to Facility	$	/ea.

LEGEND *if-linear feet /ea.-each/ ft.-feet

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servic (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendo Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be consider as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and val certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."
BID NO.:2011-007-03-16-MEG

The following are the minimum acceptable specifications: "Striping/Markings of County Roads County Parking Lots & Misc. County Owned Sites"		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	$ 0.26	/ft.
4" yellow or white thermo plastic	$ 0.38	/lf.
4" reflectors yellow or white	$ 3.40	/ea.
24" white paint stripe	$ 2.80	/ea.
Thermoplastic arrows	$ 80.00	/ea.
6" x 6" Giggle Bar File, yellow or white	$ 6.40	/ea.
24" white Thermoplastic stripe	$ 7.40	/lf.
Thermoplastic Words: (include) **ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD** and **RAILROAD**	$ 100.00	/ea.

The "Striping/Markings of County Roads, County Parking Lots & Misc. County Owned Site" contract will, from now on, include the striping of parking lots which will include, but not be limited to:		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white non-reflectorized paint	$ 0.26	/lf.
4" yellow or white car spaces	$ 4.20	/ea.
Arrows	$ 20.00	/ea.
"Reserved" painted on curb	$ 5.00	/ea.
Handicap Symbols	$ 60.00	/ea.
Crosshatched Islands	$ 48.00	/ea.
Painted Curb (red & yellow)	$ 0.70	/ft.
Repaint Car Stops	$ 7.00	/ea.
"No Parking (3' Letters)	$ 5.00	/ea.
Handicap Symbols Pre Fab Thermal 2-color	$ 140.00	/ea.
Fire Lane	$ 24.00	/ea.
No parking on red curb	$ 3.90	/ea.
Cross walk crossing (white or yellow paint) 12"	$ 1.20	/lf.
Cross walk crossing (white or yellow thermoplastic) 12"	$ 3.40	/lf.
Parking Lot	$ 10.00	/ea.
Parking Lot Crossing	$ 20.00	/ea.
Crossing from ADA to Facility	$ 45.00	/ea.

OPENED
9:47
3-16-2C
Witnessed

LEGEND *if-linear feet /ea.-each/ ft.-feet

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."
BID NO.:2011-007-03-16-MEG

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Pavement Markings, Inc.

ADDRESS: 7010 N FM 493

CITY/STATE/ZIP CODE: Donna, TX 78537

PHONE NUMBER: (956) 464-0009

E-MAIL ADDRESS: VILLERG37@ADL.COM

CELLULAR NUMBERS: 956-373-0548

FAX NUMBER: (956) 464-5677

AUTHORIZED SIGNATURE:

PRINTED NAME: Juan F. Villescas

TITLE: President

DATE: 3-10-11

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

San Juan Insurance Agency, Inc.
DBA Valley Ins Providers OR Truckers Ins
PO Drawer 3783
McAllen TX 78502

CONTACT NAME: Debbie Valdez
PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 781-5247
E-MAIL ADDRESS: dvaldez @vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Co., Inc.	
INSURER B : Travelers Indemnity Company	
INSURER C : Tower National Ins. CO.	
INSURER D : Texas Mutual Insurance Co.	
INSURER E :	
INSURER F :	

INSURED

PAVEMENT MARKINGS INC. &
J.F.R.G.V. LTD
7010 N FM 493
Donna TX 78537-

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	X	TPP101209802	11/16/2012	11/16/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY	X	X	BA0C267400	06/16/2012	06/16/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
D	[ ] UMBRELLA LIAB [X] OCCUR	X	X	NUG2800422-1	07/27/2012	07/27/2013	EACH OCCURRENCE	$1,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X	TSF0012522501	06/13/2012	06/15/2013	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contract#C-080130407
Certificate holder is shown as additional insured on Commercial General Liability and commercial Auto Policies. Waiver subrogation on workers compensation policy. As per written Contract.

CERTIFICATE HOLDER

County Of Hidalgo
2812 S. Business HWY 281
Edinburg TX 78539-

CANCELLATION AI 007087

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE D Young

Fax: (956)292-7812

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Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	786.89	.00	.00	.00	786.89	.00
3-1100-452-00-121-013-0-439	PCT1 PARKS-OTHER R&M SRV	2,000.00	.00	.00	.00	2,000.00	.00
3-1100-452-00-122-008-0-439	PCT2 PARKS-OTHER R&M SRV	276.87	.00	.00	.00	276.87	.00
3-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	6,791.40	.00	.00	-5,791.40	679.14
3-1100-452-00-122-008-0-899	PCT2 PARKS-CONTINGENCY	7,492.21	.00	.00	.00	7,492.21	.00
3-1100-452-00-123-008-0-439	PCT3 PARKS-OTHER R&M SRV	5,000.00	.00	.00	.00	5,000.00	.00
3-1100-452-00-124-009-0-439	PCT4 PARKS-OTHER R&M SRV	1,235.00	1,235.00	.00	.00	.00	100.00
3-1200-431-00-121-005-0-433	PCT1 RD MAINT-R&B R&M SERVICE	5,000.00	.00	.00	.00	5,000.00	.00
3-1200-431-00-121-005-0-439	PCT1 RD MAINT-OTHER R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
3-1200-431-00-121-220-0-731	PCT1 BCAP DELTA WEST S/D-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-121-230-0-731	PCT1 BCAP DIMAS #2 & 3-ROADS	11,000.00	10,106.00	.00	.00	894.00	91.87
3-1200-431-00-121-727-0-731	PCT1 BCAP TIJERINA ESTATES-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-121-855-0-731	PCT1 BCAP ASH COUNTRY-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-122-006-0-433	PCT2 RD MAINT-R&B R&M SERVICE	222.56	.00	.00	.00	222.56	.00
3-1200-431-00-122-006-0-439	PCT2 RD MAINT-OTHER R&M SRV	4,968.95	.00	.00	.00	4,968.95	.00
3-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	31,328.75	.00	.00	.00	31,328.75	.00
3-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	42,030.00	42,030.00	.00	.00	.00	100.00
3-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	231,399.90	231,399.90	.00	.00	.00	100.00
3-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	26,550.86	26,550.86	.00	.00	.00	100.00
3-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	13,929.00	13,929.00	.00	.00	.00	100.00
3-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD	173,119.87	173,119.87	.00	.00	.00	100.00
3-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	133,417.11	133,417.11	.00	.00	.00	100.00
3-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	39,289.24	39,289.24	.00	.00	.00	100.00
3-1200-431-00-122-060-0-731	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS	119,687.00	119,687.00	.00	.00	.00	100.00
3-1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD	154,145.00	154,145.00	.00	.00	.00	100.00
3-1200-431-00-122-062-0-731	PCT2 DICKER RD(23RD ST-JACKSON RD)-ROAD	176,502.44	38,853.90	.00	.00	137,648.54	22.01
3-1200-431-00-122-065-0-731	PCT2 MINNESOTA RD(S I RD-MAYA DR)-ROAD	8,796.11	8,796.11	.00	.00	.00	100.00
3-1200-431-00-122-067-0-731	PCT2 RODRIGUEZ ST(MN-LOPEZVILLE PRK)-RD	32,620.85	32,620.85	.00	.00	.00	100.00
3-1200-431-00-122-083-0-731	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROADS	45,795.00	35,795.00	.00	.00	10,000.00	78.16
3-1200-431-00-122-084-0-731	PCT2-MINNESOTA RD (I RD W-HUISACHE)-ROAD	87,204.22	63,859.41	.00	.00	23,344.81	73.23
3-1200-431-00-122-262-0-731	PCT2 BCAP ESPERANZA EST S/D-ROADS	2,633.72	1,819.72	.00	.00	814.00	69.09
3-1200-431-00-122-596-0-731	PCT2 BCAP RANCHO ESCONDIDO S/D-ROADS	7,736.90	6,310.57	.00	.00	1,426.33	81.56
3-1200-431-00-122-767-0-731	PCT2 BCAP VAL BAR EST-ROADS	.00	4,201.19	.00	.00	-4,201.19	.00
3-1200-431-00-123-004-0-439	PCT3 ADM-OTHER R&M SRV	3,000.00	.00	.00	.00	3,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	208,933.94	148,108.14	8,408.21	8,408.21	52,417.59	74.91
3-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	7,697.50	7,697.50	.00	.00	.00	100.00
3-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	2,682.72	2,682.72	.00	.00	.00	100.00
3-1200-431-00-123-103-0-731	PCT3 MILE 1S (TORDILLO 900'E)-ROADS	16,403.50	15,528.34	.00	.00	875.16	94.66
3-1200-431-00-123-587-0-731	PCT3 RAMIREZ SUBDIVISION-ROADS	4,000.00	.00	.00	.00	4,000.00	.00
3-1200-431-00-123-589-0-731	PCT3 RAMIREZ SUBDIVISION #3-ROADS	4,000.00	.00	.00	.00	4,000.00	.00
3-1200-431-00-124-007-0-433	PCT4 RD MAINT-R&B R&M SERVICE	4,500.00	.00	.00	.00	4,500.00	.00
3-1200-431-00-124-007-0-439	PCT4 RD MAINT-OTHER R&M SRV	4,650.00	4,650.00	.00	.00	.00	100.00
3-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	51,849.13	6,400.00	.00	.00	45,449.13	12.34
3-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
3-1280-431-00-121-950-0-433	PCT1-37-0586-CR MILE ½ E-R&B R&M SERVICE	35.08	.00	.00	.00	35.08	.00
3-1280-431-00-121-951-0-433	PCT1-37-0590-CR MILE 15½ E-R&B R&M SERVI	49.07	.00	.00	.00	49.07	.00
3-1280-431-00-121-953-0-433	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SE	64.97	.00	.00	.00	64.97	.00
3-1280-431-00-121-955-0-433	PCT1-39-0601-CR MILE 7 RD-R&B R&M SERVIC	57.62	.00	.00	.00	57.62	.00
3-1280-431-00-121-960-0-433	PCT1-48-0610-CR MILE 1½ E-R&B R&M SERVIC	41.45	.00	.00	.00	41.45	.00
3-1280-431-00-121-963-0-433	PCT1-49-0709-CR MILE 20 RD-R&B R&M SERVI	53.09	.00	.00	.00	53.09	.00
3-1280-431-00-121-965-0-433	PCT1-53-0659-MARRO RD-R&B R&M SERVICES	500.00	.00	.00	.00	500.00	.00
3-1280-431-00-121-966-0-433	PCT1-53-0660-VALDEZ RD-R&B R&M SERVICES	50.22	.00	.00	.00	50.22	.00
3-1280-431-00-121-967-0-433	PCT1-55-0713-CR MILE 1 E-R&B R&M SERVICE	512.48	.00	.00	.00	512.48	.00
3-1280-431-00-121-968-0-433	PCT1-56-0696-ENGLEMAN RD-R&B R&M SERVICE	47.09	.00	.00	.00	47.09	.00
3-1280-431-00-122-950-0-433	PCT2-37-0581-OWASSA RD-R&B R&M SERVICES	19,600.25	.00	.00	.00	19,600.25	.00
3-1280-431-00-122-951-0-433	PCT2-37-0584-EL JAY DR-R&B R&M SERVICES	1,349.35	.00	.00	.00	1,349.35	.00
3-1280-431-00-122-952-0-433	PCT2-37-0584-GEARHART DR-R&B R&M SERVICE	749.73	.00	.00	.00	749.73	.00
3-1280-431-00-122-953-0-433	PCT2-37-0584-MOONLIGHT AVE-R&B R&M SERVI	1,123.76	.00	.00	.00	1,123.76	.00
3-1280-431-00-122-954-0-433	PCT2-37-0584-OAK AVE-R&B R&M SERVICES	900.27	.00	.00	.00	900.27	.00
3-1280-431-00-122-955-0-433	PCT2-37-0589-RIDGE RD-R&B R&M SERVICES	19,600.25	.00	.00	.00	19,600.25	.00
3-1280-431-00-122-956-0-433	PCT2-37-0591-AMANDA CT-R&B R&M SERVICES	1,572.35	.00	.00	.00	1,572.35	.00
3-1280-431-00-122-957-0-433	PCT2-37-0591-JON DR-R&B R&M SERVICES	1,497.44	.00	.00	.00	1,497.44	.00
3-1280-431-00-122-958-0-433	PCT2-37-0591-ALTA VISTA-R&B R&M SERVICES	748.52	.00	.00	.00	748.52	.00
3-1280-431-00-122-959-0-433	PCT2-37-0591-LEE DR-R&B R&M SERVICES	1,497.44	.00	.00	.00	1,497.44	.00
3-1280-431-00-122-960-0-433	PCT2-37-0605-EARLING RD-R&B R&M SERVICES	13,657.35	.00	.00	.00	13,657.35	.00
3-1280-431-00-122-961-0-433	PCT2-38-0598-VALLEY BLVD-R&B R&M SERVICE	6,045.33	.00	.00	.00	6,045.33	.00
3-1280-431-00-122-962-0-433	PCT2-40-0614-S TOWER RD-R&B R&M SERVICES	18,332.85	.00	.00	.00	18,332.85	.00
3-1280-431-00-122-963-0-433	PCT2-40-0715-ELDORA RD-R&B R&M SERVICES	9,012.65	.00	.00	.00	9,012.65	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1280-431-00-122-964-0-433	PCT2-48-0611-MOORE RD-R&B R&M SERVICES	8,288.89	.00	.00	.00	8,288.89	.00
3-1280-431-00-122-965-0-433	PCT2-48-0644-RIO GRANDE ST-R&B R&M SERVI	900.51	.00	.00	.00	900.51	.00
3-1280-431-00-122-966-0-433	PCT2-48-0644-NUECES ST-R&B R&M SERVICES	373.72	.00	.00	.00	373.72	.00
3-1280-431-00-122-967-0-433	PCT2-48-0644-SAN DIEGO ST-R&B R&M SERVIC	449.20	.00	.00	.00	449.20	.00
3-1280-431-00-122-968-0-433	PCT2-48-0644-SANTA BARBARA DR-R&B R&M SE	1,500.29	.00	.00	.00	1,500.29	.00
3-1280-431-00-122-969-0-433	PCT2-48-0644-SANTA CRUZ DR-R&B R&M SERVI	749.95	.00	.00	.00	749.95	.00
3-1280-431-00-122-970-0-433	PCT2-49-0661-RANCHO BLANCO RD-R&B R&M SE	5,473.25	.00	.00	.00	5,473.25	.00
3-1280-431-00-122-971-0-433	PCT2-49-0662-EL GATO RD-R&B R&M SERVICES	34,914.29	.00	.00	.00	34,914.29	.00
3-1280-431-00-122-972-0-433	PCT2-49-0712-N TOWER RD-R&B R&M SERVICES	15,204.93	.00	.00	.00	15,204.93	.00
3-1280-431-00-122-973-0-433	PCT2-49-0714-BORDER RD-R&B R&M SERVICES	17,349.04	.00	.00	.00	17,349.04	.00
3-1280-431-00-122-974-0-433	PCT2-51-0613-SIOUX RD-R&B R&M SERVICES	10,733.93	.00	.00	.00	10,733.93	.00
3-1280-431-00-122-975-0-433	PCT2-51-0616-CESAR CHAVEZ RD-R&B R&M SEV	23,507.29	.00	.00	.00	23,507.29	.00
3-1280-431-00-122-976-0-433	PCT2-56-0719-MINNESOTA RD-R&B R&M SERVIC	27,801.05	.00	.00	.00	27,801.05	.00
3-1280-431-00-122-977-0-433	PCT2-63-0786-NEBRASKA AVE-R&B R&M SERVIC	10,085.19	.00	.00	.00	10,085.19	.00
3-1280-431-00-123-950-0-433	PCT3-37-0582-TOM GILE RD-R&B R&M SERVICE	25,623.89	.00	.00	.00	25,623.89	.00
3-1280-431-00-123-951-0-433	PCT3-37-0583-SEVEN MILE RD-R&B R&M SERVI	29,262.41	.00	.00	.00	29,262.41	.00
3-1280-431-00-123-962-0-433	PCT3-39-0639-"L" RD-R&B R&M SERVICES	1,545.43	.00	.00	.00	1,545.43	.00
3-1280-431-00-123-965-0-433	PCT3-40-0716-PARIS STREET-R&B R&M SERVIC	14,185.36	.00	.00	.00	14,185.36	.00
3-1280-431-00-123-970-0-433	PCT3-48-0640-HILDA ST-R&B R&M SERVICES	14,185.36	.00	.00	.00	14,185.36	.00
3-1280-431-00-123-981-0-433	PCT3-53-0624-EIGHT MILE RD-R&B R&M SERVI	3,185.53	.00	.00	.00	3,185.53	.00
3-1280-431-00-124-950-0-433	PCT4-39-0666-SUNNY LN-R&B R&M SERVICES	1,258.95	.00	.00	.00	1,258.95	.00
3-1280-431-00-124-953-0-433	PCT4-49-0668-ANSLEY DR-R&B R&M SERVICES	22,392.44	.00	.00	.00	22,392.44	.00
3-1280-431-00-124-954-0-433	PCT4-49-0670-GRACE LN-R&B R&M SERVICES	24,066.21	.00	.00	.00	24,066.21	.00
3-1280-431-00-124-955-0-433	PCT4-49-0681-SABANITO RD-R&B R&M SERVICE	4,327.24	.00	.00	.00	4,327.24	.00
3-1280-431-00-124-956-0-433	PCT4-49-0683-BEAUMONT AVE-R&B R&M SERVIC	10,254.33	.00	.00	.00	10,254.33	.00
3-1280-431-00-124-957-0-433	PCT4-49-0707-BUCK ST-R&B R&M SERVICES	676.32	.00	.00	.00	676.32	.00
3-1280-431-00-124-958-0-433	PCT4-50-0726-SABANITO DR-R&B R&M SERVICE	34,028.93	.00	.00	.00	34,028.93	.00
3-1280-431-00-124-960-0-433	PCT4-50-0750-HARMONY LN-R&B R&M SERVICES	12,314.00	.00	.00	.00	12,314.00	.00
3-1280-431-00-124-962-0-433	PCT4-53-0675-SAN MARCOS ST-R&B R&M SERVI	5,002.12	.00	.00	.00	5,002.12	.00
3-1280-431-00-124-963-0-433	PCT4-53-0677-LEIGH ANN DR-R&B R&M SERVIC	13,253.49	.00	.00	.00	13,253.49	.00
3-1280-431-00-124-964-0-433	PCT4-53-0682-FRANCHESCA AVE-R&B R&M SERV	4,002.18	.00	.00	.00	4,002.18	.00
3-1280-431-00-124-965-0-433	PCT4-53-0695-KENYON-R&B R&M SERVICES	5,155.70	.00	.00	.00	5,155.70	.00
3-1280-431-00-124-966-0-433	PCT4-53-0744-ANGIE LN-R&B R&M SERVICES	20,299.43	.00	.00	.00	20,299.43	.00
3-1280-431-00-124-967-0-433	PCT4-53-0745-FILEGONA RD-R&B R&M SERVICE	.10	.00	.00	.00	.10	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1280-431-00-124-969-0-433	PCT4-55-0697-HOLLIS RD-R&B R&M SERVICES	15,415.64	.00	.00	.00	15,415.64	.00
3-1280-431-00-124-972-0-433	PCT4-57-0751-TILMAN ST-R&B R&M SERVICES	3,460.84	.00	.00	.00	3,460.84	.00
3-1280-431-00-124-973-0-433	PCT4-57-0782-SHARP RD-R&B R&M SERVICES	9,977.89	.00	.00	.00	9,977.89	.00
3-1280-431-00-124-975-0-433	PCT4-57-0788-MILE 14½ RD-R&B R&M SERVICE	7,988.19	.00	.00	.00	7,988.19	.00
3-1280-431-00-124-978-0-433	PCT4-63-0780-BRUSHLINE RD-R&B R&M SERVIC	1.40	.00	.00	.00	1.40	.00
3-1280-431-00-124-979-0-433	PCT4-63-0785-ROMAN CIRCLE-R&B R&M SERVIC	19,428.72	.00	.00	.00	19,428.72	.00
3-1312-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	48,380.50	.00	.00	.00	48,380.50	.00
3-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
3-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
3-1312-431-00-121-230-1-731	DIMAS #2 & 3-ROADS	166,296.25	166,296.25	.00	.00	.00	100.00
3-1312-431-00-121-244-1-731	EL MESQUITE-ROADS	134,590.10	68,246.00	4,400.00	4,400.00	61,944.10	53.98
3-1312-431-00-121-388-0-731	LA MILPA S/D-ROADS	38,565.00	.00	.00	.00	38,565.00	.00
3-1312-431-00-121-388-0-899	LA MILPA S/D-CONTINGENCY	5,895.23	.00	.00	.00	5,895.23	.00
3-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	1,511.70	.00	1,163.00	1,163.00	348.70	76.93
3-1312-431-00-121-495-1-731	NORTH CAPISALLO-ROADS	36,410.93	3,994.96	21,136.05	21,136.05	11,279.92	69.02
3-1312-431-00-121-495-1-899	NORTH CAPISALLO-CONTINGENCY	10,802.21	.00	.00	.00	10,802.21	.00
3-1312-431-00-121-727-0-731	TIJERINA ESTATES-ROADS	14,034.25	.00	.00	.00	14,034.25	.00
3-1312-431-00-121-727-1-731	TIJERINA ESTATES-ROADS	91,121.05	.00	.00	.00	91,121.05	.00
3-1312-431-00-121-727-1-899	TIJERINA ESTATES-CONTINGENCY	19,053.73	.00	.00	.00	19,053.73	.00
3-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
3-1312-431-00-121-779-0-899	VALLEY VIEW ESTATES-CONTINGENCY	420.59	.00	.00	.00	420.59	.00
3-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
3-1312-431-00-121-790-0-899	VILLAGE GROVE #2-CONTINGENCY	4,738.32	.00	.00	.00	4,738.32	.00
3-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	409.42	.00	.00	.00	409.42	.00
3-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
3-1312-431-00-121-855-0-899	ASH COUNTY-CONTINGENCY	17,201.35	.00	.00	.00	17,201.35	.00
3-1312-431-00-122-154-0-899	CITRIANA VILLAGE SUBD-CONTINGENCY	75,280.80	.00	.00	.00	75,280.80	.00
3-1312-431-00-122-413-0-899	LAS MILPAS SUBD-CONTINGENCY	7,071.03	.00	.00	.00	7,071.03	.00
3-1312-431-00-122-454-0-899	MCCOLL ESTATES SUBD-CONTINGENCY	5,600.20	.00	.00	.00	5,600.20	.00
3-1312-431-00-122-460-1-899	MESQUITE ACRES SUBD-CONTINGENCY	12,158.40	.00	.00	.00	12,158.40	.00
3-1312-431-00-122-557-1-731	PENTECOSTAL-ROADS	2,874.47	.00	.00	.00	2,874.47	.00
3-1312-431-00-122-557-1-899	PENTECOSTAL-CONTINGENCY	1,234.15	.00	.00	.00	1,234.15	.00
3-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	167,381.43	122,425.43	44,956.00	44,956.00	.00	100.00
3-1312-431-00-122-693-1-731	SOUTH SIDE VILLAGE-ROADS	3,050.10	.00	.00	.00	3,050.10	.00
3-1312-431-00-122-693-1-899	SOUTH SIDE VILLAGE-CONTINGENCY	3,628.10	.00	.00	.00	3,628.10	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1312-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	67,154.32	67,154.32	.00	.00	.00	100.00
3-1312-431-00-122-890-0-899	LOS ENCINOS #1 SUBD-CONTINGENCY	23,676.78	.00	.00	.00	23,676.78	.00
3-1312-431-00-122-891-0-899	LOS ENCINOS #2 SUBD-CONTINGENCY	53,671.73	.00	.00	.00	53,671.73	.00
3-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	4,725.73	.00	.00	.00	4,725.73	.00
3-1312-431-00-122-937-0-899	ALDAMAS SUBD 1 & 2-CONTINGENCY	40,965.08	.00	.00	.00	40,965.08	.00
3-1312-431-00-122-940-0-899	SUNDOWNERS RTMNT CTR SUBD-CONTINGENCY	26,751.82	.00	.00	.00	26,751.82	.00
3-1312-431-00-123-014-1-899	ACEVEDO S/D #4-CONTINGENCY	29,095.65	.00	.00	.00	29,095.65	.00
3-1312-431-00-123-055-0-899	ARIEL HINOJOSA SUBD-CONTINGENCY	3,355.22	.00	.00	.00	3,355.22	.00
3-1312-431-00-123-079-0-899	BASHAM #14-CONTINGENCY	5,690.49	.00	.00	.00	5,690.49	.00
3-1312-431-00-123-082-0-899	BASHAM #18-CONTINGENCY	20,068.68	.00	.00	.00	20,068.68	.00
3-1312-431-00-123-111-0-899	BLUE STAR ENTERPRISE #2-CONTINGENCY	2,792.00	.00	.00	.00	2,792.00	.00
3-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	283,287.25	.00	.00	34,549.75	89.13
3-1312-431-00-123-141-0-899	CASA DE LOS VECINOS-CONTINGENCY	35,546.05	.00	.00	.00	35,546.05	.00
3-1312-431-00-123-234-0-731	DUDE HILL #1-ROADS	46,913.29	46,913.29	.00	.00	.00	100.00
3-1312-431-00-123-312-1-731	HAVANA S/D-ROADS	26,308.00	.00	.00	.00	26,308.00	.00
3-1312-431-00-123-324-0-899	HILDA SUBDIVISION #2-CONTINGENCY	4,619.56	.00	.00	.00	4,619.56	.00
3-1312-431-00-123-348-0-731	JARDIN TERRACE SUBDIVISION-ROADS	112,194.75	.00	.00	.00	112,194.75	.00
3-1312-431-00-123-380-0-899	LA HOMA GROVE ESTATES-CONTINGENCY	3,830.62	.00	.00	.00	3,830.62	.00
3-1312-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	3,327.50	.00	.00	.00	3,327.50	.00
3-1312-431-00-123-397-0-899	LA SUENA SUBDIVISION-CONTINGENCY	3,016.83	.00	.00	.00	3,016.83	.00
3-1312-431-00-123-421-0-899	LOMA LINDA HEIGHTS-CONTINGENCY	71,556.36	.00	.00	.00	71,556.36	.00
3-1312-431-00-123-470-1-899	MONICA ACRES-CONTINGENCY	4,159.08	.00	.00	.00	4,159.08	.00
3-1312-431-00-123-488-0-731	MUNOZ ESTATES-ROADS	67,773.45	.00	.00	.00	67,773.45	.00
3-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
3-1312-431-00-123-536-0-899	PALM LAKE ESTATES #1-CONTINGENCY	51,543.35	.00	.00	.00	51,543.35	.00
3-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
3-1312-431-00-123-587-0-731	RAMIREZ SUBDIVISION-ROADS	37,766.71	.00	.00	.00	37,766.71	.00
3-1312-431-00-123-588-0-731	RAMIREZ SUBDIVISION #2-ROADS	35,917.18	.00	.00	.00	35,917.18	.00
3-1312-431-00-123-589-0-731	RAMIREZ SUBDIVISION #3-ROADS	55,289.04	.00	.00	.00	55,289.04	.00
3-1312-431-00-123-591-0-899	RAMON LEAL SUBDIVISION-CONTINGENCY	136.81	.00	.00	.00	136.81	.00
3-1312-431-00-123-600-0-731	RANDOLPH BARNETT #1-ROADS	46,772.14	.00	.00	.00	46,772.14	.00
3-1312-431-00-123-606-0-731	REGAL ESTATES-ROADS	119,424.19	.00	.00	.00	119,424.19	.00
3-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
3-1312-431-00-123-780-1-899	VEREDA TROPICAL-CONTINGENCY	6,271.66	.00	.00	.00	6,271.66	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1312-431-00-124-260-0-731	ENGLEMAN EST-ROADS	129,034.48	.00	.00	.00	129,034.48	.00
3-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	2,524.16	.00	.00	.00	2,524.16	.00
3-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
3-1312-431-00-124-329-0-899	HOEN DRIVE SUBD-CONTINGENCY	76,736.50	.00	.00	.00	76,736.50	.00
3-1312-431-00-124-401-0-731	LAKEVIEW SUBDIVISION-ROADS	267,295.85	267,295.85	.00	.00	.00	100.00
3-1312-431-00-124-401-0-899	LAKEVIEW SUBDIVISION-CONTINGENCY	14,519.75	.00	.00	.00	14,519.75	.00
3-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	40,635.44	5,621.58	.00	.00	35,013.86	13.83
3-1312-431-00-124-603-0-731	RANKIN SUB-ROADS	197,742.69	.00	.00	.00	197,742.69	.00
3-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
3-1312-431-00-124-752-0-899	TRENTON TERRACE-CONTINGENCY	7,500.00	.00	.00	.00	7,500.00	.00
3-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	249,641.34	185,832.81	.00	.00	63,808.53	74.44
3-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	795,483.89	29,763.69	.00	.00	765,720.20	3.74
3-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	45,663.59	.00	.00	.00	45,663.59	.00
3-1315-431-00-122-081-0-731	TXDOT-NOLANA LOOP-ROADS	70,000.00	.00	.00	.00	70,000.00	.00
3-1315-431-00-122-085-0-731	TXDOT-THOMAS RD(JCKSN-STEWART)-ROADS	14,796.61	.00	.00	.00	14,796.61	.00
3-1315-431-00-123-094-0-731	TXDOT-M2N (MOOREFIELD-LA HOMA)-ROADS	23,249.71	19,327.11	.00	.00	3,922.60	83.13
3-1315-431-00-124-023-0-731	TXDOT-"I" RD(OWASSA-US281)-ROAD	9,650.00	.00	.00	.00	9,650.00	.00
3-1331-431-00-121-016-0-731	CO2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
3-1331-431-00-123-010-0-731	CO2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
3-1334-431-00-121-025-0-731	CO2004-PCT1-ROADS	7,818.61	.00	.00	.00	7,818.61	.00
3-1336-431-00-121-041-0-731	CO2006-PCT1-ROADS	51,870.27	.00	.00	.00	51,870.27	.00
3-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
3-1336-431-00-123-045-0-731	CO2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	3,300.00	3,300.00	.00	.00	.00	100.00
3-1336-431-00-123-051-0-731	CO2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
3-1336-431-00-123-081-0-731	CO2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
3-1339-431-00-122-027-0-731	CO2009-PCT2 TOWER RD(MOORE-BALLI)-ROAD	89,032.42	25,578.32	.00	.00	63,454.10	28.73
3-1341-431-00-124-030-0-731	CO 2009B&C-PCT4 10TH (SH107-FM1925)-ROAD	139,424.23	113,965.35	25,315.78	25,315.78	143.10	99.90
3-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	78,800.56	.00	.00	.00	78,800.56	.00
3-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	16,663.80	.00	.00	.00	16,663.80	.00
3-1342-431-00-121-099-0-731	CO2010A&B-PCT1 VALDEZ(ARMANDO-DITCH)-RD	759.42	.00	.00	.00	759.42	.00
3-1342-431-00-121-101-0-731	CO2010A&B-PCT1MINNESOTA(GOOLIE-DILLO)-RD	10,242.06	4,726.06	.00	.00	5,516.00	46.14

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1342-431-00-121-104-0-731	CO2010A&B-PCT1 MILE 2E (BUS83-M6N)-ROAD	35,107.20	28,547.20	.00	.00	6,560.00	81.31
3-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	39,275.00	39,275.00	.00	.00	.00	100.00
3-1342-431-00-122-049-0-731	CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD	117,772.99	72,053.14	.00	.00	45,719.85	61.18
3-1342-431-00-123-094-0-731	CO2010A&B-PCT3 M2N(MOOREFIELD-LAHOMA)-RD	186,013.52	186,013.52	.00	.00	.00	100.00
3-1342-431-00-123-100-0-731	CO2010A&B-PCT3 LBRTY/T.GIL(83-FM2221)-RD	217,034.04	165,819.85	51,214.19	51,214.19	.00	100.00

AI-37829 **12. G.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Eddie Olivarez, Exec. Dir. Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise one(1) year extension option as provided under current contract for "Purchase of Microcuvettes," for the WIC Program under the same rates, terms, and conditions with Stanbio Laboratory. C-11-015-03-21

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-001-3-604

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

BUDGETARY IMPACT:

Available funds as of 3/22/13.

Attachments

Stanbio-1 Yr Extension

Certificate of Insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 11:57 AM
Budget & Management	Obdett Calzada	03/22/2013 12:22 PM
Olga Garza	Olga Garza	03/22/2013 02:29 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Rocio Villarreal Started On: 03/20/2013 04:09 PM

Final Approval Date: 03/22/2013

PURCHASING DEPARTMENT
County Of Hidalgo

March 21, 2013

Stanbio Laboratory
Pat Breheny, Public Health Manager
1261 N. Main Street
Boerne, TX 78006

Via-Facsimile (830) 249-0851
Via-Email: pbreheny@stanbio.com

Re: C-11-015-03-21-Purchase of Microcuvettes for Hidalgo County WIC Program

Dear Ms. Breheny:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 26, 2013, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on March 25, 2013, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager

REQUIREMENTS AGREEMENT
C-11-015-03-21

THIS AGREEMENT (the "Agreement") is entered into as of the 21st day of March, 2011 by and between Stanbio Laboratory, LP ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Purchase of Microcuvettes"**, 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 an 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 **"Purchase of Microcuvettes,"** in the areas of Hidalgo County projects for a period of two (2) year commencing March 30, 2011 and ending March 29, 2013 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 contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Stanbio Laboratory
Attn: Pat Breheny, Public Health Manager
1261 North Main Street
Boerne, Texas 78006

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit 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 of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON,_____.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3/15/11

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: TRAVIS RIGGS
Title: DOMESTIC SALES MANAGER

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 31, 2011

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"Purchase of Microcuvettes"**
Bid No: 2011-015-02-16-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"Purchase of Microcuvettes"
Bid No: 2011-015-02-16-SMA

1. Request For Bid Letter, consists of __1__ page.
2. Request for Bid, Legal Notice, consisting of__8__ pages.
3. Exhibit "A" Specifications, consisting of__3__ pages.
4. Exhibit "B" Bid Page, consists of__1__ page.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1___page.
7. Vendor/Bidder Application and W-9 form, consisting of__7__ pages.
8. Certification Regarding Debarment, consists of __1__ of page.
9. Draft Requirements Agreement, consisting of __5__ pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

January 31, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-015-02-16-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"PURCHASE OF MICROCUVETTES"

BID OPENING DATE:

February 16, 2011 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM– "PURCHASE OF MICROCUVETTES"** 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: **"RFB-2011-015-02-16-SMA- HIDALGO COUNTY WIC PROGRAM – "PURCHASE OF MICROCUVETTES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, February 16, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2011-015-02-16-SMA-HIDALGO COUNTY WIC PROGRAM-PURCHASE OF MICROCUVETTES."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

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 WIC PROGRAM– "PURCHASE OF MICROCUVETTES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
956-381-4646

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**February 16, 2011**
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____,2011

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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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 WIC PROGRAM
"PURCHASE OF MICROCUVETTES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2011-015 02-16-SMA

SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program is accepting bids from vendors selling original equipment manufacturers. All items will be on an **"as-needed basis only"** there is no guaranteed annual volume.

SCOPE

The successful supplier shall furnish and deliver, fob inside, to the WIC Program, products and/or services listed below until all items ordered prior to the expiration date have been satisfactorily delivered and accepted.

SPECIFICATIONS/REQUIREMENTS/:

1. Hemoglobin Microcuvettes must be a plastic sampling device containing sodium desoxycholate, sodium azide and sodium nitrate.

2. Delivery must be made within five (5) days maximum from the date order is placed.

3. Providing original manufacturer items.

4. Stock the necessary material in order to be able to provide any item within 24 hours as an Emergency.

5. **SAMPLES MUST BE SUBMITTED WITH BID.**

6. Open vials to have shelf life of approximately 90 days and unopened vials to have shelf life of approximately two (2) years.

7. Microcuvettes must be compatible with the Hempoint H2-Hemoglobin Test Systems or comparable testing machine, which is used in all WIC clinics sites.

8. Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)

9. The CLIA waived Hempoint H2-Hemoglobin test system or comparable testing system consist of the Hemocue 201-Hemoglobin analyzer or comparable analyzer and the hemoglobin Microcuvettes. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.

TERMS & CONDITIONS:

1. Term of contract is for two (2) years period with County's option to extend the contract for an additional year.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. 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.

5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Have been in business for at least two years.

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, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 09, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 11, 2011 by 5:00 p.m.

EXHIBIT "B"

Bid Page

Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2011-015 02-16-SMA

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

DESCRIPTION OF PRODUCTS	QUANTITY	UNIT PRICE	TOTAL COST
Microcuvettes	_____/box	$	$

DRAFT

BIDDER'S /COMPANY NAME:_____

ADDRESS: _____

CITY:_____ STATE:_____ ZIP CODE_____

PHONE No. _____ FAX No._____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME:_____ TITLE: _____

EMAIL ADDRESS:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED [illegible] (Any one person)	$
					PER[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E L EACH ACCIDENT	$
					E L DISEASE-EA EMPLOYEE	$
					E L DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) Less than 125,000 annual gross receipt — Black American — Native American Less than 250,000 annual gross receipt — Hispanic American — Women Less than 499,000 annual gross receipt — Asian Pacific American — Other More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: Yes No Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY

REQUEST FOR SEALED QUOTES
"Bio-Hazardous Medical Waste Disposal Services"

RFSQ No. 2010-364-11-17-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

Bid Page
Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2011-015 02-16-SMA

OPENED 9:53 2-16-2011 Witnessed

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

DESCRIPTION OF PRODUCTS	QUANTITY	UNIT PRICE	TOTAL COST
Microcuvettes	200 /box	$ .73¢	$ 146.00

Price will cover warranty on current meters (10 only) for term of contract.

BIDDER'S /COMPANY NAME: STANBIO LABORATORY

ADDRESS: 1261 North MAIN Street

CITY: BOERNE STATE: TX ZIP CODE 78006

PHONE No. 866-782-6246 FAX No. 830-249-0851

SIGNATURE OF AUTHORIZED PERSON: Pat Breheny

PRINTED NAME: PAT BREHENY TITLE: Public Health Manager

EMAIL ADDRESS: pbreheny@stanbio.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 88156 25STANLAB1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2010

PRODUCER
BBVA Compass Ins. Agency, Inc.
7550 IH-10 West, Suite 700
San Antonio, TX 78229-5820
210 366-0671

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Stanbio Laboratory, LP
1261 N. Main St.
Boerne, TX 78006

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERAL INSURANCE COMPANY	
INSURER B: CHARTER OAK FIRE INS. CO	
INSURER C: THE STANDARD FIRE INS CO	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS MADE X OCCUR X BI/PD Ded: $10,000	35786026	05/15/10	05/15/11	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
A		GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	35786027	05/15/10	05/15/11	PRODUCTS - COMP/OP AGG	$5,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA0969R072	05/15/10	05/15/11	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	79812469	05/15/10	05/15/11	EACH OCCURRENCE	$4,000,000
						AGGREGATE	$4,000,000
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HCUB0887R90810	05/15/10	05/15/11	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Hidalgo County is Additional Insured on General Liability as required by contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L Salazar, CPPB,
Purchasing Agent
2802 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jane O Carlisle

© ACORD CORPORATION 1988

RECEIVED
JUN 04 2012

Client#: 88136 25STANLAB1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 7550 IH-10 West, Suite 700 San Antonio, TX 78229-5820 210 366-0671	CONTACT NAME: PHONE (A/C, No, Ext): 210 366-0671 FAX (A/C, No): 2105242087 E-MAIL ADDRESS:
INSURED Stanbio Laboratory, LP 1261 N. Main St. Boerne, TX 78006	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : FEDERAL INSURANCE COMPANY — 20281 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			35786026	05/15/2012	05/05/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			73567597	05/15/2012	05/05/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			79812469	05/15/2012	05/05/2013	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001224217	05/15/2012	05/15/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Products Liab Claims Made			35786024	05/15/2012	05/15/2013	1,000,000 occurrence 1,000,000 aggregate 10,000 BI & PD ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L Salazar, CPPB,
Purchasing Agent
2802 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Carlisle

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25CJ

AI-37817 **12. H.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise sixty (60) Days Grace Period option to extend (04-03-13 thru 06-02-13) as provided under current contract for "MS-1 Emulsified Asphalt," under the same rates, terms, and conditions with Performance Grade Asphalt, LLC. so as to have no lapse in services while the procurment process is completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: VARIOUS

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

BUDGETARY IMPACT:

services are on an as needed basis. Funds must be in place at time of purchase.
See attached exp report for possible funding sources and availibility of funds.

Attachments

Extension

Insurance

EXP REPORT

EXP REPORT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 12:32 PM
Budget & Management	Angela Garcia	03/22/2013 01:21 PM
Rosalinda Cantu	Rosie Cantu	03/22/2013 03:55 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Rocio Villarreal Started On: 03/20/2013 02:51 PM

Final Approval Date: 03/22/2013

PURCHASING DEPARTMENT
County Of Hidalgo

Perfornance Grade Asphalt LLC
Clarke DuBose, President
PO Box 6
Hitchcock, Texas 77563

CERTIFIED MAIL
7099 3220 0002 9744 7713
Via Facsimile (409) 986-7950

Re: Extension of Agreement-E-12-254-09-25-MS-1 Emulsified Asphalt for Hidalgo County

Dear Mr. DuBose:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an additional sixty (60) Day Grace Period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 26 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, March 25, 2013,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 03/20/2013

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED
OCT 04 2012
By

CERTIFIED MAIL
7099 3220 0002 9744 7683
Via Facsimile (409) 986-7950

Performance Grade Asphalt, LLC
Clarke DuBose, President
PO Box 6
Hitchcock, Texas 77563

Re: Extension of Agreement-C-12-039-04-03-MS-1 Emulsified Asphalt for Hidalgo County

Dear Mr. DuBose:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 25, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, September 24, 2012,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 10/2/2012

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager

REQUIREMENTS AGREEMENT
C-12-039-04-03

THIS AGREEMENT (the "Agreement") is entered into effective as of the 3RD day of **April, 2012** by and between **DUBOSE INTERESTS, L.L.C.** d/b/a **PERFORMANCE GRADE ASPHALT, L.L.C.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"MS-1 EMULSIFIED ASPHALT" (on an as needed basis)** for **Hidalgo County (all funding sources, programs and entities)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **Six (6) Months** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **Six (6) Months**, with the County's sole option to extend/renew for an additional six (6) month term based upon prior performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 3, 2012** and expire on **October 2, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	HIDALGO COUNTY Attn: COUNTY JUDGE 1615 SOUTH CLOSNER, SUITE J EDINBURG, TEXAS 78539
If to Seller:	DUBOSE INTERESTS, L.L.C. d/b/a PERFORMANCE GRADE ASPHALT, L.L.C. Attn: CLARK DUBOSE, PRESIDENT P.O. BOX 6 HITCHCOCK, TEXAS 77563

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a purchase requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any purchase requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: April 3, 2012

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia

Ramon Garcia, County Judge

Approved by Commissioners' Court on 4-3-12 @ 9:30

COMPANY: DUBOSE INTERESTS, L.L.C. d/b/a PERFORMANCE GRADE ASPHALT, L.L.C.

By:

Printed Name: Clark DuBose

Title: President

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 1, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"MS-1 EMULSIFIED ASPHALT"**
Bid No: 2012-039-02-22-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

TABLE OF CONTENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)
"MS-I EMULSIFIED ASPHALT"
BID NO.: 2012-039-02-22-MEG

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	4
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	7

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 1, 2012
Date

Bid No: 2012-039-02-22-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 ext. 4855

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources, programs and entities)

"MS-1 EMULSIFIED ASPHALT"
BID OPENING DATE:

FEBRUARY 22, 2012

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs and Entities)–"MS-1 EMULSIFIED ASPHALT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2012-039-02-22-MEG HIDALGO COUNTY (All Funding Sources, Programs and Entities) - "MS-1 EMULSIFIED ASPHALT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY FEBRUARY 22, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2012-039-02-22-MEG RFB-HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – "MS-1 EMULSIFIED ASPHALT".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs and**

Entities) - "MS-1 EMULSIFIED ASPHALT" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 22, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2012-039-02-22-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
Hidalgo County (All Funding Sources, Programs and Entities)
"MS-1 Emulsified Asphalt"
Bid №: 2012-039-02-22-MEG

Hidalgo County is seeking qualified vendors to supply and deliver MS-1 Emulsified Asphalt to the following locations but not limited to and on as needed basis. The following is the minimum requirements for the MS-1 Emulsified Asphalt Setting.

- Product Specifications for MS-1 Emulsified Asphalt
- Material – bid price by the gallon delivered by vendor

	MS1		
Asphalt Grade Requirement	**Min**	**Max**	**ASTM Test Method**
Viscosity @25C SFS	20	100	D-88
Residue By Dist. (% by mass)	60	---	D-244
Oil Portion of Dist. (% by vol)	---	2.0	D-244
Sieve Test, retained on 1000um sieve	---	0.1	D-244
Storage Stability 24h (% by mass)	---	1.5	D-244
Demulsibility, 50ml 5.55 g/l, CaC12	---	—	D-244
TEST ON RESIDUE			
Penetration @ 25C 100g, 5s (0 1mm)	100	200	D-5
Apparent Viscosity 60C (Ps s)			D-4957
Complex Flow Index	---	0.80	D-2493
Float Test @ 60C s	1200	---	D-139
Solubility in trichloroethylene	97.5	---	D-2042
Ductility @ 25C (cm)	40	—	D-113

REQUIREMENTS:

1. **LOCATIONS/DELIVERY INSTRUCTIONS:**
   All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

   a) **Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas**

   b) **Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.**

   c) **Precinct #3- 7 Mile Line & Iowa Road**

   d) **Precinct #4 – 1102 North Doolittle, Edinburg, Texas**

2. **QUANTITY:**
   Hidalgo County will purchase material "ON AN AS NEEDED BASIS ONLY". Thus it is agreed and understood that the County will purchase no more material than is needed.

3. **CONTRACT TERM:**
   Option 1 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) - three (3) month terms and contingent upon cost to

remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

4. **VENDORS PERFORMANCE:**
Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

5. **DEFAULT:**
The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

6. **TERMINATION:**
Termination in whole or part, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

7. **TERMS AND CONDITIONS:**
   a) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

   b) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

c) Insurance certificates as per "exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

d) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the county reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

e) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

f) Insurance requirements for this project to be maintained throughout the contract term (refer to Limits in Exhibit "C").

g) Any contract awarded to a successful bidder will be in effect until:
a) the contract expires.
b) delivery acceptance of products and/or performance of services ordered or
c) terminated by County with thirty (30) days written notice prior to cancellation.

h) All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. **Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the county may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   i. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   ii. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   v. The County may only grant a price increase if the evidence presented is deemed reliable. Should the county allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) Price Reduction: Vendor shall notify the county at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for

items on this contract shall be reduced accordingly. Failure by the Vendor to notify the county of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall both be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contact price at the beginning of the following quarter unless a Vendor notifies the county in writing within then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) Allowable Review periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the county Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR EMAILED TO: elena.gomez@co.hidalgo.tx.us no later than Monday March 5, 2012 at 5:00 p.m. Responses to said inquires will be sent to all applicants via facsimile or via e-mail by **no later than Friday, March 9, 2012 at 5:00 p.m.**

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

BID PAGE

(Commodity code 745-08)

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)	Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)	Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____ Hour

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ **FAX №:**_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINTER NAME:_____ **DATE** ____/____/____

TITLE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE and TABULATION SHEET

EXHIBIT B

HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

OPENED 9:44 3-14-12 Witnessed

BID PAGE

(Commodity code 745-08)

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)		Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid	$ 2.40 /Gal.	$ 0 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 2.60 /Gal.	$ 0 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.00 /Gal.	$ 0 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.20 /Gal.	$ 0 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.80 /Gal.	$ 0 Hour

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)		Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid	$ 2.40 /Gal.	$ 0 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 2.60 /Gal.	$ 0 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.00 /Gal.	$ 0 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.20 /Gal.	$ 0 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.80 /Gal.	$ 0 Hour

EXHIBIT B

HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

BIDDER/COMPANY NAME: Performance Grade Asphalt, L.L.C.

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: Hitchcock, TX. 77563

PHONE №: 409-986-7740 FAX №: 409-986-7950

CELLULAR №: 281-387-9869

AUTHORIZED SIGNATURE: Clarke DuBose

PRINTER NAME: Clarke DuBose DATE 03/01/2012

TITLE: President

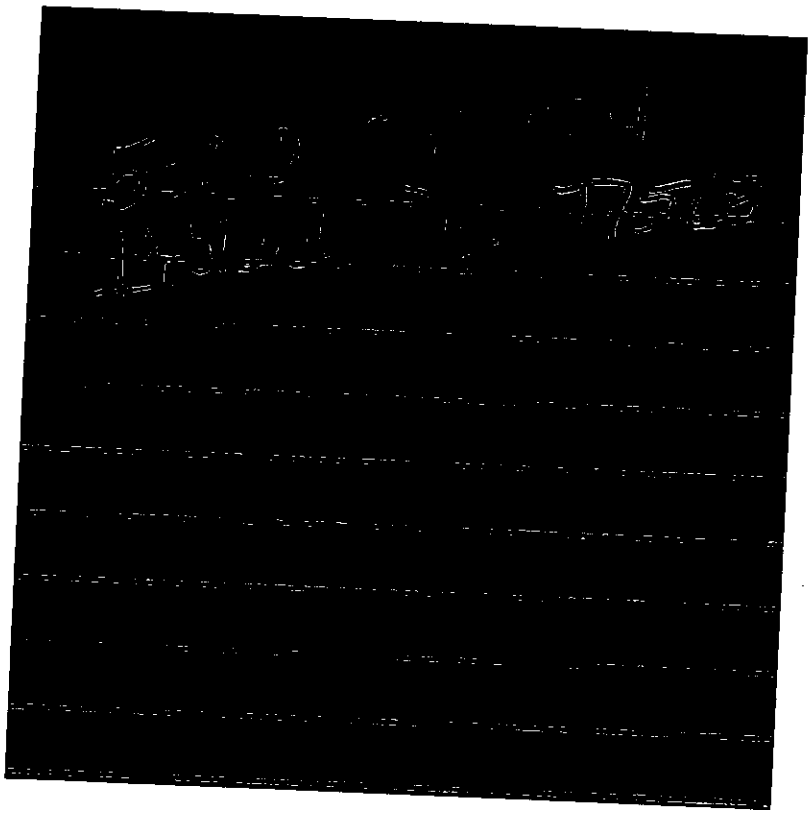

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591	CONTACT NAME: Patsy Beall ACSR PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: patsy_beall@rustewing.com
INSURED Dubose Interests, LLC, DBA: Performance Grade P. O. Box 6 Hitchcock TX 77563	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Southwest Risk, LP INSURER B: Hallmark County Mutual Ins Co INSURER C: Texas Mutual Insurance Company — 22945 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 WC Rnwl-NEW FORM REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			VIGP013675	11/20/2011	11/20/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TXA506163-02	11/20/2011	11/20/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0012106801	2/18/2012	2/18/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

(956) 292-7612 sandy.suarez@co.hidalgo.tx

County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Blackshear Jr. CIC/

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CC APPROVED ON 04/03/12

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 3, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-31539** Approval of Proclamation recognizing the month of April as National Child Abuse Prevention Month - CASA

C. **AI-31651** IT Department:
1. Requesting permission to advertise/hire for the following:

Slot No.	Position Title	Grade
0031	Technical Specialist I	10

2. Requesting permission to allow department to advertise/hire for any future/upcoming vacancies due to urgent pending projects (i.e. Oddessy Project)

D. **AI-31715** Texas AgriLife Extension:
Requesting authorization for Christina L. Perez to travel to College Station, TX to attend the Program Excellency Academy from 04/15/2012-04/19/2012.

E. **AI-31685** Fire Marshal:
Requesting permission for Juan Martinez, Fire Marshal to attend the Texas

CC APPROVED ON 04/03/12

B. **AI-31658** 1. Preliminary Approval
a. Texas Estates Subdivision – Pct. 4 (Ricardo Salinas Jr.)

C. **AI-31587** 1. Reimbursement of Cash Deposit
a. Las Estrellas No. 1 Subdivision – Pct. 3 (Lorin Runnels)

16. **Precinct #2 - Comm. H. Palacios:**

A. **AI-31600** Requesting approval of Construction Change Order No.6 increase in the amount of $4,025.00 with Mission Paving Company, Inc. (contracted vendor for "Tower road Phase I Project") reflecting the items described on change order, with authority for County Judge or Court Member to execute document.

B. **AI-31704** Consideration and approval to purchase a certain tract of land located at John Closner Et Al Amended, Lot 4 Block 6, Hidalgo County, Minnesota Rd., Texas also known as Lopezville Park Property in the amount of $93,166.54 make check payable to Valley Land & Title Company.

17. **Budget & Management - Sergio Cruz:**

A. **Budget Appropriations:**

1. **AI-31712** Pct. 1 R & B (1200):
Approval of 2012 appropriation of funds from the R & B unreserved fund balance into Pct. 1 Rd. Maintenance, program #005, in the amount of $47,727.87 to fund hauling and road materials expenditures in relation to Aurora Valley Subdivision.

2. **AI-31716** Pct. 1 R & B (1200):
Approval of 2012 appropriation of funds from the R & B unreserved fund balance to Pct. 1 Adm. & Rd. Maint. (program #'s 004 & 005) in the amount of $446,299.42 to fund various operating expenditures.

18. **Purchasing Department - Marty Salazar:**

Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **Presentation for Acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

CC APPROVED ON 04/03/12

1. **AI-31591** Approval of Request for Payment-Application No. 1 in the amount of $183,346.20 from D. Wilson Construction Co. awarded contractor for the, "Construction of the Sheriff's Office Substation in the Pct 1 Area", and as certified for payment by project architect, Gignac & Associates; C-11-032-01-20

2. **AI-31487** a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

   b. Requesting approval of a "Sole Source Declaration" for AFIX Technologies" including authority to renew our support services with AFIX Technologies for the AFIX Tracker LE and AFIX Verifier beginning on May 26, 2012 for a period of 12 months in the yearly amount of $2,037.50 thru requisition # 212150.

3. **AI-31683** a. Approval of an Amendment (reflecting the substitution of a revised Attachment E) to the current agreement between Hidalgo County and Prodigy Construction Management, LLC for the "Construction of the New Sheriff's Office Substation in the Pct 1 Area" C-11-032B-06-14

   b. Requesting acceptance and approval of Invoice No. 7-R2;8-R2; and 9-R2 in the amount of $3,600.00, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-11-032B-06-14 Construction Managemnt services for Sheriff's Office Substation in the Precinct No. 1 Area, with authorizatoin for Auditor process and County Treasurer issue payment/check.

G. **Co. Wide**

1. **AI-31299** Recommending award of sole bid and approval of contract to Performance Grade Asphalt, LLC-meeting all specifications and/or terms and conditions as attached hereto for Hidalgo County -"MS-1 Emulsified Asphalt" Bid No. 2012-022-MEG.

19. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-31700** EEOC Charge No. 451-2012-00336; Nancy Salinas v. Hidalgo County Community Service Agency

20. **Open Forum**

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

APPROVED

AI-31299 **18. G. 1.**
CC REGULAR
Meeting Date: 04/03/2012
Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of sole bid and approval of contract to Performance Grade Asphalt, LLC-meeting all specifications and/or terms and conditions as attached hereto for Hidalgo County -"MS-1 Emulsified Asphalt" Bid No. 2012-022-MEG.

BACKGROUND

All documents as required

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: obj. 673 & 731 co. wide
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Possible funding sources are obj. 673 "R & B R & M Supplies" & 731 "Roads". Contract is on an "as needed basis". This contract is mainly used by the Pcts. Please refer to attached expense report as of 3-29-12 for funding availability.

Attachments

Memos of Recommendations from Depts
Vendors Bid Page
Participating Log Sheet
Tabulation Sheet
Contract-C-12-039-04-03-DuBose dba Performance Grade Asphalt LLC-HC
email by legal-apprvd contract document
Exp. Report as of 3-29-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/28/2012 12:56 PM
Budget & Management	Merlen P. Munoz	03/28/2012 02:49 PM
Ivan Cantu	Ivan Cantu	03/29/2012 10:06 AM
Auditor's Office	Arcilia Duran	04/02/2012 04:23 PM

Form Started By: Elena Gomez Started On: 03/01/2012 10:30 AM
Final Approval Date: 04/02/2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway
Texas City TX 77591

CONTACT NAME: Patsy Beall ACSR
PHONE (A/C, No, Ext): (409)934-8000 FAX (A/C, No): (409)935-1883
E-MAIL ADDRESS: patsy_beall@rustewing.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Burlington Ins Co	23620
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dubose Interests, LLC, DBA: Performance Grade
P. O. Box 6
Hitchcock TX 77563

COVERAGES CERTIFICATE NUMBER: 13-14 RW GL --- 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			HGL0033474	1/17/2013	1/17/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		TSF-0012106801	2/18/2013	2/18/2014	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER
(956)292-7612 sandy.suarez@co.hidalgo.tx
County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
J Blackshear Jr. CIC/

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INS025 (201005).01
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Additional Named Insureds

Other Named Insureds	
Gator Recyclers International	Doing Business As
Performance Grade Asphalt, LLC	Doing Business As
Rifle Transportation, LLC	Insured Multiple Names
Third Coast Asphalt	Doing Business As

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Notice to Certificate Holders

After January 01, 2012 all certificate forms used in Texas have to be approved by the Texas Department of Insurance. For further information, you may contact the Public Information Office, Texas Department of Insurance, P. O. Box 149104, Austin, Texas 78714.

We are providing you a Certificate of Insurance, at our client's request, using the latest ACORD 25 – Certificate of Liability Insurance (2010/05). Prior editions have been withdrawn by ACORD and are no longer available. For further information as to ACORD requirements, you may contact ACORD by visiting their website at www.acord.org.

Please note major differences in the form now in use:

1) The cancellation box has been changed to provide notice of cancellation to the certificate holder in accordance with policy provisions and endorsements. The former language is no longer available and the new edition of the certificate cannot be altered because of copyright law.

2) We are no longer allowed to insert wording that indicates status as an additional insured, waiver of subrogation, primary and non-contributory, etc. in the space on the certificate for the Description of Operations/Locations/Vehicle that is not in compliance with the policy. We are allowed to insert the name and number of the policy forms that grant those extensions. We are also permitted to show a project name, lease number and contract number.

Any certificate of insurance that does not conform to these statutory changes must be submitted and specifically approved by the Texas Department of Insurance by the requesting certificate holder. Certificates with special wording, when approved by the TDI, will be issued an authorization number which must appear on the certificate.

We are trying to make this transition for you and our insured party as easy as possible. If you have a question or a problem with the certificate you received please call (409) 934-8000. We will try to resolve the issue as permitted by the statute.

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	10,000.00	399.75	.00	.00	9,600.25	4.00
3-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	18,000.00	2,429.56	.00	.00	15,570.44	13.50
3-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	6,791.40	.00	.00	-5,791.40	679.14
3-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	15,000.00	.00	.00	.00	15,000.00	.00
3-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	64,308.05	13,890.43	40,289.57	40,289.57	10,128.05	84.25
3-1200-431-00-121-220-0-731	PCT1 BCAP DELTA WEST S/D-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-121-230-0-731	PCT1 BCAP DIMAS #2 & 3-ROADS	11,000.00	10,106.00	.00	.00	894.00	91.87
3-1200-431-00-121-727-0-731	PCT1 BCAP TIJERINA ESTATES-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-121-855-0-731	PCT1 BCAP ASH COUNTRY-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	47,173.39	16,875.84	11,363.71	11,363.71	18,933.84	59.86
3-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	31,328.75	.00	.00	.00	31,328.75	.00
3-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	42,030.00	42,030.00	.00	.00	.00	100.00
3-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	231,399.90	231,399.90	.00	.00	.00	100.00
3-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	26,550.86	26,550.86	.00	.00	.00	100.00
3-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	13,929.00	13,929.00	.00	.00	.00	100.00
3-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD	173,119.87	173,119.87	.00	.00	.00	100.00
3-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	133,417.11	132,952.25	464.86	464.86	.00	100.00
3-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	39,289.24	39,289.24	.00	.00	.00	100.00
3-1200-431-00-122-060-0-731	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS	119,687.00	119,687.00	.00	.00	.00	100.00
3-1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD	154,145.00	154,145.00	.00	.00	.00	100.00
3-1200-431-00-122-062-0-731	PCT2 DICKER RD(23RD ST-JACKSON RD)-ROAD	176,502.44	38,853.90	.00	.00	137,648.54	22.01
3-1200-431-00-122-065-0-731	PCT2 MINNESOTA RD(S I RD-MAYA DR)-ROAD	8,796.11	8,497.76	298.35	298.35	.00	100.00
3-1200-431-00-122-067-0-731	PCT2 RODRIGUEZ ST(MN-LOPEZVILLE PRK)-RD	32,620.85	32,620.85	.00	.00	.00	100.00
3-1200-431-00-122-083-0-731	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROADS	45,795.00	30,945.00	4,850.00	4,850.00	10,000.00	78.16
3-1200-431-00-122-084-0-731	PCT2-MINNESOTA RD (I RD W-HUISACHE)-ROAD	87,204.22	63,859.41	.00	.00	23,344.81	73.23
3-1200-431-00-122-262-0-731	PCT2 BCAP ESPERANZA EST S/D-ROADS	2,633.72	1,819.72	.00	.00	814.00	69.09
3-1200-431-00-122-596-0-731	PCT2 BCAP RANCHO ESCONDIDO S/D-ROADS	7,736.90	6,310.57	.00	.00	1,426.33	81.56
3-1200-431-00-122-767-0-731	PCT2 BCAP VAL BAR EST-ROADS	.00	4,201.19	.00	.00	-4,201.19	.00
3-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	87,166.61	28,601.47	5,020.14	5,020.14	53,545.00	38.57
3-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	208,933.94	147,500.94	9,015.41	9,015.41	52,417.59	74.91
3-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	7,697.50	7,697.50	.00	.00	.00	100.00
3-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	2,682.72	2,682.72	.00	.00	.00	100.00
3-1200-431-00-123-103-0-731	PCT3 MILE 1S (TORDILLO 900'E)-ROADS	16,403.50	14,423.50	1,104.84	1,104.84	875.16	94.66
3-1200-431-00-123-587-0-731	PCT3 RAMIREZ SUBDIVISION-ROADS	4,000.00	.00	.00	.00	4,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1200-431-00-123-589-0-731	PCT3 RAMIREZ SUBDIVISION #3-ROADS	4,000.00	.00	.00	.00	4,000.00	.00
3-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	45,540.00	12,132.26	16,498.03	16,498.03	16,909.71	62.87
3-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	51,849.13	6,400.00	.00	.00	45,449.13	12.34
3-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
3-1280-431-00-121-946-1-673	PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP	383.01	.00	.00	.00	383.01	.00
3-1280-431-00-121-947-1-673	PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE	25,290.82	.00	.00	.00	25,290.82	.00
3-1280-431-00-121-948-1-673	PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE	6,389.10	.00	.00	.00	6,389.10	.00
3-1280-431-00-121-949-1-673	PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES	39,232.32	.00	.00	.00	39,232.32	.00
3-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	.00	.00	.00	27.98	.00
3-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	1,218.68	.00	.00	.00	1,218.68	.00
3-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	.00	.00	.00	39.66	.00
3-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	374.33	.00	.00	.00	374.33	.00
3-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	.00	.00	.00	11.14	.00
3-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	415.17	.00	.00	.00	415.17	.00
3-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
3-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	5,089.57	.00	.00	.00	5,089.57	.00
3-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	440.22	.00	.00	.00	440.22	.00
3-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	.00	.00	.00	1,000.44	.00
3-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	202.51	.00	.00	.00	202.51	.00
3-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	.00	.00	.00	99.70	.00
3-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	125.17	.00	.00	.00	125.17	.00
3-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	.00	.00	.00	48.11	.00
3-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	.00	.00	.00	88.21	.00
3-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	.00	.00	.00	54.82	.00
3-1280-431-00-121-973-1-673	PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES	9,514.37	.00	.00	.00	9,514.37	.00
3-1280-431-00-121-974-1-673	PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI	2,681.03	.00	.00	.00	2,681.03	.00
3-1280-431-00-121-975-1-673	PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES	3,305.54	.00	.00	.00	3,305.54	.00
3-1280-431-00-121-976-1-673	PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES	25,546.47	.00	.00	.00	25,546.47	.00
3-1280-431-00-121-977-1-673	PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP	28,295.77	.00	.00	.00	28,295.77	.00
3-1280-431-00-121-978-1-673	PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE	3,028.10	.00	.00	.00	3,028.10	.00
3-1280-431-00-121-979-1-673	PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP	51,344.38	.00	.00	.00	51,344.38	.00
3-1280-431-00-121-980-1-673	PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES	3,139.33	.00	.00	.00	3,139.33	.00
3-1280-431-00-121-981-1-673	PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES	57,843.11	.00	.00	.00	57,843.11	.00
3-1280-431-00-121-982-1-673	PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL	8,234.22	.00	.00	.00	8,234.22	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1280-431-00-121-983-1-673	PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S	19,382.50	.00	.00	.00	19,382.50	.00
3-1280-431-00-121-984-1-673	PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE	20,954.88	.00	.00	.00	20,954.88	.00
3-1280-431-00-121-985-1-673	PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES	7,597.36	.00	.00	.00	7,597.36	.00
3-1280-431-00-121-986-1-673	PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL	70,641.70	.00	.00	.00	70,641.70	.00
3-1280-431-00-121-987-1-673	PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL	23,307.71	.00	.00	.00	23,307.71	.00
3-1280-431-00-121-988-1-673	PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU	2,762.96	.00	.00	.00	2,762.96	.00
3-1280-431-00-121-989-1-673	PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE	6,257.73	.00	.00	.00	6,257.73	.00
3-1280-431-00-121-990-1-673	PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE	5,176.48	.00	.00	.00	5,176.48	.00
3-1280-431-00-121-991-1-673	PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI	19,825.43	.00	.00	.00	19,825.43	.00
3-1280-431-00-121-992-1-673	PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES	10,805.17	.00	.00	.00	10,805.17	.00
3-1280-431-00-121-993-1-673	PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP	4,998.57	.00	.00	.00	4,998.57	.00
3-1280-431-00-121-994-1-673	PCT1-46-0642-MILE 19N-R&B SUPPLIES	650.71	.00	.00	.00	650.71	.00
3-1280-431-00-121-995-1-673	PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES	34,554.36	.00	.00	.00	34,554.36	.00
3-1280-431-00-121-996-1-673	PCT1-46-0667-JUAREZ ST-R&B SUPPLIES	4,734.06	.00	.00	.00	4,734.06	.00
3-1280-431-00-121-997-1-673	PCT1-46-0668-MILE 17 N-R&B SUPPLIES	4,998.96	.00	.00	.00	4,998.96	.00
3-1280-431-00-121-998-1-673	PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES	2,523.89	.00	.00	.00	2,523.89	.00
3-1280-431-00-121-999-1-673	PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI	1,243.43	.00	.00	.00	1,243.43	.00
3-1280-431-00-122-983-1-673	PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP	8,446.69	.00	.00	.00	8,446.69	.00
3-1280-431-00-122-984-1-673	PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP	2,709.13	.00	.00	.00	2,709.13	.00
3-1280-431-00-122-985-1-673	PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE	2,040.10	.00	.00	.00	2,040.10	.00
3-1280-431-00-122-986-1-673	PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES	2,815.19	.00	.00	.00	2,815.19	.00
3-1280-431-00-122-987-1-673	PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP	3,167.17	.00	.00	.00	3,167.17	.00
3-1280-431-00-122-988-1-673	PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE	2,168.81	.00	.00	.00	2,168.81	.00
3-1280-431-00-123-952-0-673	PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES	5,301.00	.00	.00	.00	5,301.00	.00
3-1280-431-00-123-953-0-673	PCT3-37-0592-PALM DR-R&B R&M SUPLLIES	3,210.05	.00	.00	.00	3,210.05	.00
3-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	6,455.05	.00	.00	.00	6,455.05	.00
3-1280-431-00-123-955-0-673	PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP	3,197.95	.00	.00	.00	3,197.95	.00
3-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	93.47	.00	.00	.00	93.47	.00
3-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	3,040.38	.00	.00	.00	3,040.38	.00
3-1280-431-00-123-958-0-673	PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE	4,483.01	.00	.00	.00	4,483.01	.00
3-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	6,253.31	.00	.00	.00	6,253.31	.00
3-1280-431-00-123-960-0-673	PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES	791.88	.00	.00	.00	791.88	.00
3-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	.15	.00	.00	.00	.15	.00
3-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	3,714.35	.00	.00	.00	3,714.35	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1280-431-00-123-964-0-673	PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES	550.49	.00	.00	.00	550.49	.00
3-1280-431-00-123-966-0-673	PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES	2,648.93	.00	.00	.00	2,648.93	.00
3-1280-431-00-123-967-0-673	PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES	467.55	.00	.00	.00	467.55	.00
3-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	3,170.46	.00	.00	.00	3,170.46	.00
3-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	5,907.15	.00	.00	.00	5,907.15	.00
3-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	924.21	.00	.00	.00	924.21	.00
3-1280-431-00-123-972-0-673	PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP	4,035.48	.00	.00	.00	4,035.48	.00
3-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	3,114.03	.00	.00	.00	3,114.03	.00
3-1280-431-00-123-974-0-673	PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES	7,924.34	.00	.00	.00	7,924.34	.00
3-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	11,878.44	.00	.00	.00	11,878.44	.00
3-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	570.80	.00	.00	.00	570.80	.00
3-1280-431-00-123-977-0-673	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP	726.03	.00	.00	.00	726.03	.00
3-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	1,309.21	.00	.00	.00	1,309.21	.00
3-1280-431-00-123-980-0-673	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU	1,450.77	.00	.00	.00	1,450.77	.00
3-1280-431-00-123-982-0-673	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU	1,858.56	.00	.00	.00	1,858.56	.00
3-1280-431-00-124-981-1-673	PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES	6,154.46	.00	.00	.00	6,154.46	.00
3-1280-431-00-124-982-1-673	PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES	7,118.66	.00	.00	.00	7,118.66	.00
3-1280-431-00-124-983-1-673	PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI	1,637.83	.00	.00	.00	1,637.83	.00
3-1280-431-00-124-984-1-673	PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI	12,677.54	.00	.00	.00	12,677.54	.00
3-1280-431-00-124-985-1-673	PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES	1,637.83	.00	.00	.00	1,637.83	.00
3-1280-431-00-124-986-1-673	PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE	23,764.24	.00	.00	.00	23,764.24	.00
3-1280-431-00-124-987-1-673	PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES	5,116.65	.00	.00	.00	5,116.65	.00
3-1280-431-00-124-988-1-673	PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES	4,043.66	.00	.00	.00	4,043.66	.00
3-1280-431-00-124-989-1-673	PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP	6,574.55	.00	.00	.00	6,574.55	.00
3-1312-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	48,380.50	.00	.00	.00	48,380.50	.00
3-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
3-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
3-1312-431-00-121-230-1-731	DIMAS #2 & 3-ROADS	166,296.25	166,296.25	.00	.00	.00	100.00
3-1312-431-00-121-244-1-731	EL MESQUITE-ROADS	134,590.10	68,246.00	4,400.00	4,400.00	61,944.10	53.98
3-1312-431-00-121-388-0-731	LA MILPA S/D-ROADS	38,565.00	.00	.00	.00	38,565.00	.00
3-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	1,511.70	.00	1,163.00	1,163.00	348.70	76.93
3-1312-431-00-121-495-1-731	NORTH CAPISALLO-ROADS	36,410.93	3,994.96	21,136.05	21,136.05	11,279.92	69.02
3-1312-431-00-121-727-0-731	TIJERINA ESTATES-ROADS	14,034.25	.00	.00	.00	14,034.25	.00
3-1312-431-00-121-727-1-731	TIJERINA ESTATES-ROADS	91,121.05	.00	.00	.00	91,121.05	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
3-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
3-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	409.42	.00	.00	.00	409.42	.00
3-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
3-1312-431-00-122-557-1-731	PENTECOSTAL-ROADS	2,874.47	.00	.00	.00	2,874.47	.00
3-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	167,381.43	122,425.43	44,956.00	44,956.00	.00	100.00
3-1312-431-00-122-693-1-731	SOUTH SIDE VILLAGE-ROADS	3,050.10	.00	.00	.00	3,050.10	.00
3-1312-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	67,154.32	67,154.32	.00	.00	.00	100.00
3-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	4,725.73	.00	.00	.00	4,725.73	.00
3-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	283,287.25	.00	.00	34,549.75	89.13
3-1312-431-00-123-234-0-731	DUDE HILL #1-ROADS	46,913.29	46,913.29	.00	.00	.00	100.00
3-1312-431-00-123-312-1-731	HAVANA S/D-ROADS	26,308.00	.00	.00	.00	26,308.00	.00
3-1312-431-00-123-348-0-731	JARDIN TERRACE SUBDIVISION-ROADS	112,194.75	.00	.00	.00	112,194.75	.00
3-1312-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	3,327.50	.00	.00	.00	3,327.50	.00
3-1312-431-00-123-488-0-731	MUNOZ ESTATES-ROADS	67,773.45	.00	.00	.00	67,773.45	.00
3-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
3-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
3-1312-431-00-123-587-0-731	RAMIREZ SUBDIVISION-ROADS	37,766.71	.00	.00	.00	37,766.71	.00
3-1312-431-00-123-588-0-731	RAMIREZ SUBDIVISION #2-ROADS	35,917.18	.00	.00	.00	35,917.18	.00
3-1312-431-00-123-589-0-731	RAMIREZ SUBDIVISION #3-ROADS	55,289.04	.00	.00	.00	55,289.04	.00
3-1312-431-00-123-600-0-731	RANDOLPH BARNETT #1-ROADS	46,772.14	.00	.00	.00	46,772.14	.00
3-1312-431-00-123-606-0-731	REGAL ESTATES-ROADS	119,424.19	.00	.00	.00	119,424.19	.00
3-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
3-1312-431-00-124-260-0-731	ENGLEMAN EST-ROADS	129,034.48	.00	.00	.00	129,034.48	.00
3-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	2,524.16	.00	.00	.00	2,524.16	.00
3-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
3-1312-431-00-124-401-0-731	LAKEVIEW SUBDIVISION-ROADS	267,295.85	267,295.85	.00	.00	.00	100.00
3-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	40,635.44	5,621.58	.00	.00	35,013.86	13.83
3-1312-431-00-124-603-0-731	RANKIN SUB-ROADS	197,742.69	.00	.00	.00	197,742.69	.00
3-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
3-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	249,641.34	185,832.81	.00	.00	63,808.53	74.44
3-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	795,483.89	29,763.69	.00	.00	765,720.20	3.74
3-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	45,663.59	.00	.00	.00	45,663.59	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1315-431-00-122-081-0-731	TXDOT-NOLANA LOOP-ROADS	70,000.00	.00	.00	.00	70,000.00	.00
3-1315-431-00-122-085-0-731	TXDOT-THOMAS RD(JCKSN-STEWART)-ROADS	14,796.61	.00	.00	.00	14,796.61	.00
3-1315-431-00-123-094-0-731	TXDOT-M2N (MOOREFIELD-LA HOMA)-ROADS	23,249.71	19,327.11	.00	.00	3,922.60	83.13
3-1315-431-00-124-023-0-731	TXDOT-"I" RD(OWASSA-US281)-ROAD	9,650.00	.00	.00	.00	9,650.00	.00
3-1331-431-00-121-016-0-731	CO2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
3-1331-431-00-123-010-0-731	CO2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
3-1334-431-00-121-025-0-731	CO2004-PCT1-ROADS	7,818.61	.00	.00	.00	7,818.61	.00
3-1336-431-00-121-041-0-731	CO2006-PCT1-ROADS	51,870.27	.00	.00	.00	51,870.27	.00
3-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
3-1336-431-00-123-045-0-731	CO2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	3,300.00	3,300.00	.00	.00	.00	100.00
3-1336-431-00-123-051-0-731	CO2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
3-1336-431-00-123-081-0-731	CO2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
3-1339-431-00-122-027-0-731	CO2009-PCT2 TOWER RD(MOORE-BALLI)-ROAD	89,032.42	25,578.32	.00	.00	63,454.10	28.73
3-1341-431-00-124-030-0-731	CO 2009B&C-PCT4 10TH (SH107-FM1925)-ROAD	139,424.23	113,965.35	25,315.78	25,315.78	143.10	99.90
3-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	78,800.56	.00	.00	.00	78,800.56	.00
3-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	16,663.80	.00	.00	.00	16,663.80	.00
3-1342-431-00-121-099-0-731	CO2010A&B-PCT1 VALDEZ(ARMANDO-DITCH)-RD	759.42	.00	.00	.00	759.42	.00
3-1342-431-00-121-101-0-731	CO2010A&B-PCT1MINNESOTA(GOOLIE-DILLO)-RD	10,242.06	4,726.06	.00	.00	5,516.00	46.14
3-1342-431-00-121-104-0-731	CO2010A&B-PCT1 MILE 2E (BUS83-M6N)-ROAD	35,107.20	28,547.20	.00	.00	6,560.00	81.31
3-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	39,275.00	39,275.00	.00	.00	.00	100.00
3-1342-431-00-122-049-0-731	CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD	117,772.99	72,053.14	.00	.00	45,719.85	61.18
3-1342-431-00-123-094-0-731	CO2010A&B-PCT3 M2N(MOOREFIELD-LAHOMA)-RD	186,013.52	186,013.52	.00	.00	.00	100.00
3-1342-431-00-123-100-0-731	CO2010A&B-PCT3 LBRTY/T.GIL(83-FM2221)-RD	217,034.04	114,079.28	102,954.76	102,954.76	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	10,000.00	399.75	.00	.00	9,600.25	4.00
3-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	18,000.00	2,429.56	.00	.00	15,570.44	13.50
3-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	6,791.40	.00	.00	-5,791.40	679.14
3-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	15,000.00	.00	.00	.00	15,000.00	.00
3-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	64,308.05	13,890.43	40,289.57	40,289.57	10,128.05	84.25
3-1200-431-00-121-220-0-731	PCT1 BCAP DELTA WEST S/D-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-121-230-0-731	PCT1 BCAP DIMAS #2 & 3-ROADS	11,000.00	10,106.00	.00	.00	894.00	91.87
3-1200-431-00-121-727-0-731	PCT1 BCAP TIJERINA ESTATES-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-121-855-0-731	PCT1 BCAP ASH COUNTRY-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	47,173.39	16,875.84	11,363.71	11,363.71	18,933.84	59.86
3-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	31,328.75	.00	.00	.00	31,328.75	.00
3-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	42,030.00	42,030.00	.00	.00	.00	100.00
3-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	231,399.90	231,399.90	.00	.00	.00	100.00
3-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	26,550.86	26,550.86	.00	.00	.00	100.00
3-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	13,929.00	13,929.00	.00	.00	.00	100.00
3-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD	173,119.87	173,119.87	.00	.00	.00	100.00
3-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	133,417.11	132,952.25	464.86	464.86	.00	100.00
3-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	39,289.24	39,289.24	.00	.00	.00	100.00
3-1200-431-00-122-060-0-731	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS	119,687.00	119,687.00	.00	.00	.00	100.00
3-1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD	154,145.00	154,145.00	.00	.00	.00	100.00
3-1200-431-00-122-062-0-731	PCT2 DICKER RD(23RD ST-JACKSON RD)-ROAD	176,502.44	38,853.90	.00	.00	137,648.54	22.01
3-1200-431-00-122-065-0-731	PCT2 MINNESOTA RD(S I RD-MAYA DR)-ROAD	8,796.11	8,497.76	298.35	298.35	.00	100.00
3-1200-431-00-122-067-0-731	PCT2 RODRIGUEZ ST(MN-LOPEZVILLE PRK)-RD	32,620.85	32,620.85	.00	.00	.00	100.00
3-1200-431-00-122-083-0-731	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROADS	45,795.00	30,945.00	4,850.00	4,850.00	10,000.00	78.16
3-1200-431-00-122-084-0-731	PCT2-MINNESOTA RD (I RD W-HUISACHE)-ROAD	87,204.22	63,859.41	.00	.00	23,344.81	73.23
3-1200-431-00-122-262-0-731	PCT2 BCAP ESPERANZA EST S/D-ROADS	2,633.72	1,819.72	.00	.00	814.00	69.09
3-1200-431-00-122-596-0-731	PCT2 BCAP RANCHO ESCONDIDO S/D-ROADS	7,736.90	6,310.57	.00	.00	1,426.33	81.56
3-1200-431-00-122-767-0-731	PCT2 BCAP VAL BAR EST-ROADS	.00	4,201.19	.00	.00	-4,201.19	.00
3-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	87,166.61	28,601.47	5,020.14	5,020.14	53,545.00	38.57
3-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	208,933.94	147,500.94	9,015.41	9,015.41	52,417.59	74.91
3-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	7,697.50	7,697.50	.00	.00	.00	100.00
3-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	2,682.72	2,682.72	.00	.00	.00	100.00
3-1200-431-00-123-103-0-731	PCT3 MILE 1S (TORDILLO 900'E)-ROADS	16,403.50	14,423.50	1,104.84	1,104.84	875.16	94.66
3-1200-431-00-123-587-0-731	PCT3 RAMIREZ SUBDIVISION-ROADS	4,000.00	.00	.00	.00	4,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1200-431-00-123-589-0-731	PCT3 RAMIREZ SUBDIVISION #3-ROADS	4,000.00	.00	.00	.00	4,000.00	.00
3-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	45,540.00	12,132.26	16,498.03	16,498.03	16,909.71	62.87
3-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	51,849.13	6,400.00	.00	.00	45,449.13	12.34
3-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
3-1280-431-00-121-946-1-673	PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP	383.01	.00	.00	.00	383.01	.00
3-1280-431-00-121-947-1-673	PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE	25,290.82	.00	.00	.00	25,290.82	.00
3-1280-431-00-121-948-1-673	PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE	6,389.10	.00	.00	.00	6,389.10	.00
3-1280-431-00-121-949-1-673	PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES	39,232.32	.00	.00	.00	39,232.32	.00
3-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	.00	.00	.00	27.98	.00
3-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	1,218.68	.00	.00	.00	1,218.68	.00
3-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	.00	.00	.00	39.66	.00
3-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	374.33	.00	.00	.00	374.33	.00
3-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	.00	.00	.00	11.14	.00
3-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	415.17	.00	.00	.00	415.17	.00
3-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
3-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	5,089.57	.00	.00	.00	5,089.57	.00
3-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	440.22	.00	.00	.00	440.22	.00
3-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	.00	.00	.00	1,000.44	.00
3-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	202.51	.00	.00	.00	202.51	.00
3-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	.00	.00	.00	99.70	.00
3-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	125.17	.00	.00	.00	125.17	.00
3-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	.00	.00	.00	48.11	.00
3-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	.00	.00	.00	88.21	.00
3-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	.00	.00	.00	54.82	.00
3-1280-431-00-121-973-1-673	PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES	9,514.37	.00	.00	.00	9,514.37	.00
3-1280-431-00-121-974-1-673	PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI	2,681.03	.00	.00	.00	2,681.03	.00
3-1280-431-00-121-975-1-673	PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES	3,305.54	.00	.00	.00	3,305.54	.00
3-1280-431-00-121-976-1-673	PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES	25,546.47	.00	.00	.00	25,546.47	.00
3-1280-431-00-121-977-1-673	PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP	28,295.77	.00	.00	.00	28,295.77	.00
3-1280-431-00-121-978-1-673	PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE	3,028.10	.00	.00	.00	3,028.10	.00
3-1280-431-00-121-979-1-673	PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP	51,344.38	.00	.00	.00	51,344.38	.00
3-1280-431-00-121-980-1-673	PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES	3,139.33	.00	.00	.00	3,139.33	.00
3-1280-431-00-121-981-1-673	PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES	57,843.11	.00	.00	.00	57,843.11	.00
3-1280-431-00-121-982-1-673	PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL	8,234.22	.00	.00	.00	8,234.22	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1280-431-00-121-983-1-673	PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S	19,382.50	.00	.00	.00	19,382.50	.00
3-1280-431-00-121-984-1-673	PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE	20,954.88	.00	.00	.00	20,954.88	.00
3-1280-431-00-121-985-1-673	PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES	7,597.36	.00	.00	.00	7,597.36	.00
3-1280-431-00-121-986-1-673	PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL	70,641.70	.00	.00	.00	70,641.70	.00
3-1280-431-00-121-987-1-673	PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL	23,307.71	.00	.00	.00	23,307.71	.00
3-1280-431-00-121-988-1-673	PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU	2,762.96	.00	.00	.00	2,762.96	.00
3-1280-431-00-121-989-1-673	PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE	6,257.73	.00	.00	.00	6,257.73	.00
3-1280-431-00-121-990-1-673	PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE	5,176.48	.00	.00	.00	5,176.48	.00
3-1280-431-00-121-991-1-673	PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI	19,825.43	.00	.00	.00	19,825.43	.00
3-1280-431-00-121-992-1-673	PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES	10,805.17	.00	.00	.00	10,805.17	.00
3-1280-431-00-121-993-1-673	PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP	4,998.57	.00	.00	.00	4,998.57	.00
3-1280-431-00-121-994-1-673	PCT1-46-0642-MILE 19N-R&B SUPPLIES	650.71	.00	.00	.00	650.71	.00
3-1280-431-00-121-995-1-673	PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES	34,554.36	.00	.00	.00	34,554.36	.00
3-1280-431-00-121-996-1-673	PCT1-46-0667-JUAREZ ST-R&B SUPPLIES	4,734.06	.00	.00	.00	4,734.06	.00
3-1280-431-00-121-997-1-673	PCT1-46-0668-MILE 17 N-R&B SUPPLIES	4,998.96	.00	.00	.00	4,998.96	.00
3-1280-431-00-121-998-1-673	PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES	2,523.89	.00	.00	.00	2,523.89	.00
3-1280-431-00-121-999-1-673	PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI	1,243.43	.00	.00	.00	1,243.43	.00
3-1280-431-00-122-983-1-673	PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP	8,446.69	.00	.00	.00	8,446.69	.00
3-1280-431-00-122-984-1-673	PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP	2,709.13	.00	.00	.00	2,709.13	.00
3-1280-431-00-122-985-1-673	PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE	2,040.10	.00	.00	.00	2,040.10	.00
3-1280-431-00-122-986-1-673	PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES	2,815.19	.00	.00	.00	2,815.19	.00
3-1280-431-00-122-987-1-673	PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP	3,167.17	.00	.00	.00	3,167.17	.00
3-1280-431-00-122-988-1-673	PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE	2,168.81	.00	.00	.00	2,168.81	.00
3-1280-431-00-123-952-0-673	PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES	5,301.00	.00	.00	.00	5,301.00	.00
3-1280-431-00-123-953-0-673	PCT3-37-0592-PALM DR-R&B R&M SUPLLIES	3,210.05	.00	.00	.00	3,210.05	.00
3-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	6,455.05	.00	.00	.00	6,455.05	.00
3-1280-431-00-123-955-0-673	PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP	3,197.95	.00	.00	.00	3,197.95	.00
3-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	93.47	.00	.00	.00	93.47	.00
3-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	3,040.38	.00	.00	.00	3,040.38	.00
3-1280-431-00-123-958-0-673	PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE	4,483.01	.00	.00	.00	4,483.01	.00
3-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	6,253.31	.00	.00	.00	6,253.31	.00
3-1280-431-00-123-960-0-673	PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES	791.88	.00	.00	.00	791.88	.00
3-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	.15	.00	.00	.00	.15	.00
3-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	3,714.35	.00	.00	.00	3,714.35	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1280-431-00-123-964-0-673	PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES	550.49	.00	.00	.00	550.49	.00
3-1280-431-00-123-966-0-673	PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES	2,648.93	.00	.00	.00	2,648.93	.00
3-1280-431-00-123-967-0-673	PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES	467.55	.00	.00	.00	467.55	.00
3-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	3,170.46	.00	.00	.00	3,170.46	.00
3-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	5,907.15	.00	.00	.00	5,907.15	.00
3-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	924.21	.00	.00	.00	924.21	.00
3-1280-431-00-123-972-0-673	PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP	4,035.48	.00	.00	.00	4,035.48	.00
3-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	3,114.03	.00	.00	.00	3,114.03	.00
3-1280-431-00-123-974-0-673	PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES	7,924.34	.00	.00	.00	7,924.34	.00
3-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	11,878.44	.00	.00	.00	11,878.44	.00
3-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	570.80	.00	.00	.00	570.80	.00
3-1280-431-00-123-977-0-673	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP	726.03	.00	.00	.00	726.03	.00
3-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	1,309.21	.00	.00	.00	1,309.21	.00
3-1280-431-00-123-980-0-673	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU	1,450.77	.00	.00	.00	1,450.77	.00
3-1280-431-00-123-982-0-673	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU	1,858.56	.00	.00	.00	1,858.56	.00
3-1280-431-00-124-981-1-673	PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES	6,154.46	.00	.00	.00	6,154.46	.00
3-1280-431-00-124-982-1-673	PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES	7,118.66	.00	.00	.00	7,118.66	.00
3-1280-431-00-124-983-1-673	PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI	1,637.83	.00	.00	.00	1,637.83	.00
3-1280-431-00-124-984-1-673	PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI	12,677.54	.00	.00	.00	12,677.54	.00
3-1280-431-00-124-985-1-673	PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES	1,637.83	.00	.00	.00	1,637.83	.00
3-1280-431-00-124-986-1-673	PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE	23,764.24	.00	.00	.00	23,764.24	.00
3-1280-431-00-124-987-1-673	PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES	5,116.65	.00	.00	.00	5,116.65	.00
3-1280-431-00-124-988-1-673	PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES	4,043.66	.00	.00	.00	4,043.66	.00
3-1280-431-00-124-989-1-673	PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP	6,574.55	.00	.00	.00	6,574.55	.00
3-1312-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	48,380.50	.00	.00	.00	48,380.50	.00
3-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
3-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
3-1312-431-00-121-230-1-731	DIMAS #2 & 3-ROADS	166,296.25	166,296.25	.00	.00	.00	100.00
3-1312-431-00-121-244-1-731	EL MESQUITE-ROADS	134,590.10	68,246.00	4,400.00	4,400.00	61,944.10	53.98
3-1312-431-00-121-388-0-731	LA MILPA S/D-ROADS	38,565.00	.00	.00	.00	38,565.00	.00
3-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	1,511.70	.00	1,163.00	1,163.00	348.70	76.93
3-1312-431-00-121-495-1-731	NORTH CAPISALLO-ROADS	36,410.93	3,994.96	21,136.05	21,136.05	11,279.92	69.02
3-1312-431-00-121-727-0-731	TIJERINA ESTATES-ROADS	14,034.25	.00	.00	.00	14,034.25	.00
3-1312-431-00-121-727-1-731	TIJERINA ESTATES-ROADS	91,121.05	.00	.00	.00	91,121.05	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
3-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
3-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	409.42	.00	.00	.00	409.42	.00
3-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
3-1312-431-00-122-557-1-731	PENTECOSTAL-ROADS	2,874.47	.00	.00	.00	2,874.47	.00
3-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	167,381.43	122,425.43	44,956.00	44,956.00	.00	100.00
3-1312-431-00-122-693-1-731	SOUTH SIDE VILLAGE-ROADS	3,050.10	.00	.00	.00	3,050.10	.00
3-1312-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	67,154.32	67,154.32	.00	.00	.00	100.00
3-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	4,725.73	.00	.00	.00	4,725.73	.00
3-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	283,287.25	.00	.00	34,549.75	89.13
3-1312-431-00-123-234-0-731	DUDE HILL #1-ROADS	46,913.29	46,913.29	.00	.00	.00	100.00
3-1312-431-00-123-312-1-731	HAVANA S/D-ROADS	26,308.00	.00	.00	.00	26,308.00	.00
3-1312-431-00-123-348-0-731	JARDIN TERRACE SUBDIVISION-ROADS	112,194.75	.00	.00	.00	112,194.75	.00
3-1312-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	3,327.50	.00	.00	.00	3,327.50	.00
3-1312-431-00-123-488-0-731	MUNOZ ESTATES-ROADS	67,773.45	.00	.00	.00	67,773.45	.00
3-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
3-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
3-1312-431-00-123-587-0-731	RAMIREZ SUBDIVISION-ROADS	37,766.71	.00	.00	.00	37,766.71	.00
3-1312-431-00-123-588-0-731	RAMIREZ SUBDIVISION #2-ROADS	35,917.18	.00	.00	.00	35,917.18	.00
3-1312-431-00-123-589-0-731	RAMIREZ SUBDIVISION #3-ROADS	55,289.04	.00	.00	.00	55,289.04	.00
3-1312-431-00-123-600-0-731	RANDOLPH BARNETT #1-ROADS	46,772.14	.00	.00	.00	46,772.14	.00
3-1312-431-00-123-606-0-731	REGAL ESTATES-ROADS	119,424.19	.00	.00	.00	119,424.19	.00
3-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
3-1312-431-00-124-260-0-731	ENGLEMAN EST-ROADS	129,034.48	.00	.00	.00	129,034.48	.00
3-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	2,524.16	.00	.00	.00	2,524.16	.00
3-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
3-1312-431-00-124-401-0-731	LAKEVIEW SUBDIVISION-ROADS	267,295.85	267,295.85	.00	.00	.00	100.00
3-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	40,635.44	5,621.58	.00	.00	35,013.86	13.83
3-1312-431-00-124-603-0-731	RANKIN SUB-ROADS	197,742.69	.00	.00	.00	197,742.69	.00
3-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
3-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	249,641.34	185,832.81	.00	.00	63,808.53	74.44
3-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	795,483.89	29,763.69	.00	.00	765,720.20	3.74
3-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	45,663.59	.00	.00	.00	45,663.59	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1315-431-00-122-081-0-731	TXDOT-NOLANA LOOP-ROADS	70,000.00	.00	.00	.00	70,000.00	.00
3-1315-431-00-122-085-0-731	TXDOT-THOMAS RD(JCKSN-STEWART)-ROADS	14,796.61	.00	.00	.00	14,796.61	.00
3-1315-431-00-123-094-0-731	TXDOT-M2N (MOOREFIELD-LA HOMA)-ROADS	23,249.71	19,327.11	.00	.00	3,922.60	83.13
3-1315-431-00-124-023-0-731	TXDOT-"I" RD(OWASSA-US281)-ROAD	9,650.00	.00	.00	.00	9,650.00	.00
3-1331-431-00-121-016-0-731	CO2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
3-1331-431-00-123-010-0-731	CO2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
3-1334-431-00-121-025-0-731	CO2004-PCT1-ROADS	7,818.61	.00	.00	.00	7,818.61	.00
3-1336-431-00-121-041-0-731	CO2006-PCT1-ROADS	51,870.27	.00	.00	.00	51,870.27	.00
3-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
3-1336-431-00-123-045-0-731	CO2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	3,300.00	3,300.00	.00	.00	.00	100.00
3-1336-431-00-123-051-0-731	CO2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
3-1336-431-00-123-081-0-731	CO2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
3-1339-431-00-122-027-0-731	CO2009-PCT2 TOWER RD(MOORE-BALLI)-ROAD	89,032.42	25,578.32	.00	.00	63,454.10	28.73
3-1341-431-00-124-030-0-731	CO 2009B&C-PCT4 10TH (SH107-FM1925)-ROAD	139,424.23	113,965.35	25,315.78	25,315.78	143.10	99.90
3-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	78,800.56	.00	.00	.00	78,800.56	.00
3-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	16,663.80	.00	.00	.00	16,663.80	.00
3-1342-431-00-121-099-0-731	CO2010A&B-PCT1 VALDEZ(ARMANDO-DITCH)-RD	759.42	.00	.00	.00	759.42	.00
3-1342-431-00-121-101-0-731	CO2010A&B-PCT1MINNESOTA(GOOLIE-DILLO)-RD	10,242.06	4,726.06	.00	.00	5,516.00	46.14
3-1342-431-00-121-104-0-731	CO2010A&B-PCT1 MILE 2E (BUS83-M6N)-ROAD	35,107.20	28,547.20	.00	.00	6,560.00	81.31
3-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	39,275.00	39,275.00	.00	.00	.00	100.00
3-1342-431-00-122-049-0-731	CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD	117,772.99	72,053.14	.00	.00	45,719.85	61.18
3-1342-431-00-123-094-0-731	CO2010A&B-PCT3 M2N(MOOREFIELD-LAHOMA)-RD	186,013.52	186,013.52	.00	.00	.00	100.00
3-1342-431-00-123-100-0-731	CO2010A&B-PCT3 LBRTY/T.GIL(83-FM2221)-RD	217,034.04	114,079.28	102,954.76	102,954.76	.00	100.00

AI-37756 **12. I.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Comm. Joe M. Flores Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324388-$86,209.40 for "Tom Gill/Liberty Road Project"-C-12-243-10-16;
2. Invoice No. 11324392- $4,707.00 for "FM 2221/FM 492: FM 681 to SH 364" - C-09-192A-06-08;
3. Invoice No. 11324393-$27,977.50 for "La Homa ROW"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-123-100-0-841/731/711

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

BUDGETARY IMPACT:

PO 683229-Tom Gill/Liberty Rd Project
Funding available as of 3-22-13

FISCAL YEAR: 2013 ACCT. #: 3-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

PO 625225-FM 681 Project
Funding available as of 3-22-13

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

PO 671613-La Homa ROW
Funding available as of 3-22-13

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 03:23 PM
Budget & Management	Obdett Calzada	03/19/2013 03:26 PM
Manuel Chapa	Manuel Chapa	03/22/2013 02:14 PM

Auditor's Office Angela Garcia 03/22/2013 04:03 PM

Form Started By: Rocio Villarreal Started On: 03/19/2013 08:43 AM

Final Approval Date: 03/22/2013

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324392
INVOICE DATE: 02/28/13

SIGN: _____
REQ# 156846
PO# 6025225

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2013.						
13020-ROW Map/Sub	99,200.00	99,200.00		99,200.00	100.0	
15001-Surv.Plans&Des	16,611.68	16,611.68		16,611.68	100.0	
15010-Field Srvy/Sub	30,940.00	29,393.00	1,547.00	30,940.00	100.0	
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	126,800.00		126,800.00	100.0	
16102-Hydraulic Dsgn	20,000.00	20,000.00		20,000.00	100.0	
16104-Outfall Dsgn	20,000.00	20,000.00		20,000.00	100.0	
16201-Signing	10,000.00	10,000.00		10,000.00	100.0	
16202-Pvmt Marking	8,000.00	8,000.00		8,000.00	100.0	
16303-Signal/Ill	8,490.57	8,490.57		8,490.57	100.0	
16230-Signal/Ill Sub	30,000.00	30,000.00		30,000.00	100.0	
16302-Traf Cntrl Pln	15,000.00	15,000.00		15,000.00	100.0	
16304-Irrigation	15,000.00	15,000.00		15,000.00	100.0	
16306-Qty Specs	15,000.00	15,000.00		15,000.00	100.0	
16307-Utilities	15,000.00	15,000.00		15,000.00	100.0	
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	145,172.17	145,172.17		145,172.17	100.0	
60100-Title Services	19,200.00	19,200.00		19,200.00	100.0	
60200-Appraisal Srv	22,400.00	21,011.20		21,011.20	93.8	1,388.80
60220-Appr Svc/Sub	64,000.00	60,000.00		60,000.00	93.8	4,000.00
60300-Appraisal Rvw	13,600.00	12,321.60		12,321.60	90.6	1,278.40
60301-Apprais Update	4,500.00	2,750.00		2,750.00	61.1	1,750.00
60330-Appr Rev/Sub	12,000.00	10,875.00		10,875.00	90.6	1,125.00
60400-Parcel Negtion	112,000.00	86,100.00	2,800.00	88,900.00	79.4	23,100.00
60500-Clsng Srvs Fee	6,400.00	3,560.00	360.00	3,920.00	61.3	2,480.00
60600-Relocation Srv	6,000.00	6,000.00		6,000.00	100.0	
60700-Land	18,283.02	18,283.02		18,283.02	100.0	
TOTALS:	875,185.40	820,922.24	4,707.00	825,629.24	94.3	49,556.16
16002-Rdwy Design	14,133.02	14,133.02		14,133.02	100.0	
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-18,283.02	-18,283.02		-18,283.02	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324392
INVOICE DATE: 02/28/13
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	875,185.40	820,922.24	4,707.00	825,629.24	94.3	49,556.16

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	825,629.24
LESS PREVIOUS INVOICES	$	820,922.24
CURRENT PAYMENT DUE	$	4,707.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
[signature] ON 3/1/13
GOODS/SERVICES RECEIVED BY
[signature] ON 2/28/13
3-1315-431-00-133-071-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324388
INVOICE DATE: 02/28/13

SIGN: _____
REQ# 224683
PO# 683229

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120801
Tom Gill/Liberty Road Project
WA#1 - P.O.# 683229
C-12-246-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2013.						
11005-Pre Comp Util	32,232.54	25,786.03	3,223.26	29,009.29	90.0	3,223.25
11006-Design Schem	263,416.43	184,391.50	52,683.29	237,074.79	90.0	26,341.64
11007-Prelim ROW	27,568.65	22,054.92	2,756.87	24,811.79	90.0	2,756.86
12001-EA Reports	95,024.83	23,756.21		23,756.21	25.0	71,268.62
12002-Pub Involvment	37,579.61	11,273.88	11,273.89	22,547.77	60.0	15,031.84
12008-Engr/Pub Mtgs	20,005.84	5,001.46	5,001.46	10,002.92	50.0	10,002.92
12009-Engr/Pub Hear	12,593.28				0.0	12,593.28
12070-Arch & Hist	41,780.40				0.0	41,780.40
16101-Hydro Map	37,568.78	22,541.27	11,270.63	33,811.90	90.0	3,756.88
TOTALS:	567,770.36	294,805.27	86,209.40	381,014.67	67.1	186,755.69

ORIGINAL CONTRACT SUM	$	567,770.36
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	567,770.36
TOTAL COMPLETED TO DATE	$	381,014.67
LESS PREVIOUS INVOICES	$	294,805.27
CURRENT PAYMENT DUE	$	86,209.40

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 3/1/13
GOODS/SERVICES RECEIVED BY
_____ ON 3/28/13

3-1342-431-00-123-100-0 811

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324393
INVOICE DATE: 02/28/13

SIGN: _____
REQ# 211011
PO# 671613

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
32001-Const Mgmt	108,000.00				0.0	108,000.00
60000-Row Acq. Admin	329,000.00	329,000.00		329,000.00	100.0	
60100-Title Services	42,000.00	41,400.00	600.00	42,000.00	100.0	
60200-Appraisal Srv	49,000.00	49,000.00		49,000.00	100.0	
60220-Appraisal Srv	140,000.00	140,000.00		140,000.00	100.0	
60300-Appraisal Rvw	24,500.00	17,493.00	5,267.50	22,760.50	92.9	1,739.50
60330-Appraisal Rev	31,500.00	22,500.00	6,750.00	29,250.00	92.9	2,250.00
60400-Parcel Negtion	245,000.00	102,205.00	15,360.00	117,565.00	48.0	127,435.00
60500-Clsng Srvs Fee	14,000.00				0.0	14,000.00
TOTALS:	983,000.00	701,598.00	27,977.50	729,575.50	74.2	253,424.50

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	983,000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983,000.00
TOTAL COMPLETED TO DATE	$	729,575.50
LESS PREVIOUS INVOICES	$	701,598.00
CURRENT PAYMENT DUE	$	27,977.50

INVOICE RECEIVED BY
_____ ON 3/1/13
GOODS/SERVICES RECEIVED BY
_____ ON 2/28/13

3-13/2-4/31-20-193-045-6-841

AI-37744 **12. J.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #6595 in the amount of $15,557.00 submitted by Starr Telecom (approved vendor through Buyboard contract #401-12) in connection with the "Hidalgo County Morgue Facility" Project through PO#683278.

BACKGROUND

Access Controls have been installed, project completed.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Available balance of $15,557 as of 3/22/13. Refer to PO #683278.

Attachments

Invoice 6595

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 03:21 PM
Budget & Management	Obdett Calzada	03/19/2013 03:24 PM
Olga Garza	Angela Garcia	03/22/2013 01:26 PM
Glinda Pacheco	Glinda Pacheco	03/22/2013 02:17 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Oscar Garza Started On: 03/18/2013 11:46 AM

Final Approval Date: 03/22/2013

STARR TELECOM
304 W. Veterans Blvd.
Palmview, TX 78572

Phone #	956.580.1333
Fax #	956.519.7859

RECEIVED 3/14/13

RECEIVED MAR 15 2013 By 8:42

Invoice

Date	Invoice #
3/12/2013	6595

Bill To

HIDALGO COUNTY
100 S.CLOSNER
EDINBURG, TEXAS 78539
MOR.ACCESS BB

REVIEWED
By Oscar Garza at 1:02 pm, Mar 18, 2013

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
683278			3/12/2013		12115883	

Quantity	Item Code	Description	Price Each	Amount
7	HC IM/SD/AO/K	(S-EIDC32) INTELLIUM-M SINGLE MODULE ADD ON KIT	600.00	4,200.00
7	HC M/48PP/5	(XF2110) MID RANGE KEYPAD READER	425.00	2,975.00
10	HC E/C	(E-941SA-1K2PD) ELECTROMAGNETIC LOCK	185.00	1,850.00
7	HC RTE/B	(SD-7202GC-PEQ) REQUEST TO EXIT BUTTON	65.00	455.00
1	HC 12/PS	(EAP-5D5Q) 12/24 POWER SUPPLY	185.00	185.00
3	HC 18/2/S/C	(18/2PWRCBNP) 18-2 POWER CABLE NON-PLENUM 1000FT BULK CABLE	140.00	420.00
64	HC L	(TECH LABOR) LABOR TO PROGRAM, INSTALL, AND CONFIGURE	85.50	5,472.00

BUYBOARD VENDOR:AL3 Enterprises L.L.C., dba Starr Telecom
CONTRACT # 401-12

Total $15,557.00

Purchase Order

COUNTY OF HIDALGO

PO#: 683278

DATE: 11/01/12

Needed 10-02-12

VENDOR: 262366 REQ:00224143
FAX (956)519-2719 Email:
Phone:(956)580-1333
STARR TELECOMMUNICATIONS, ETC.
304 W VETERANS BLVD.
PALMVIEW TX 78572
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No: BUYBOARD 401-12

Special Instructions:
REQ 886

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		
		BUYBOARD 401-12		
7	EACH	CO S-EIDC32) INTELLI-M SINGLE MODULE ADD ON KIT (NEW MORGUE)	600.00	4,200.00
10	EACH	CO E-941SA-IK2PD) ELECTROMAGNETIC LOCK	185.00	1,850.00
7	EACH	CO SD-7202GC-PEQ) REQUEST TO EXIT BUTTON	65.00	455.00
1	EACH	CO EAP-5D5Q) 12/24 POWER SUPPLY	185.00	185.00
3	EACH	CO 18/2PWRCBNP) 18/2 POWER CABLE (NON PLENUM)	140.00	420.00
64	EACH	CO TECH LABOR) LABOR TO PROGRAM,INSTALL AND CONFIGURE	85.50	5,472.00
7	EACH	CO (XF2110) MID RANGE KEYPAD READER	425.00	2,975.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		15,557.00

****

For Hidalgo County use only

2-1342-421-00-220-045-0-452 15,557.00

Approved

Authorized by: Martha L. Salazar

STARR TELECOM

304 W. Veterans Blvd.
Palmview, TX 78572

Estimate

Date	Estimate #
10/4/2012	2901

RECEIVED
By Oscar Garza at 1:56 pm, Oct 09, 2012

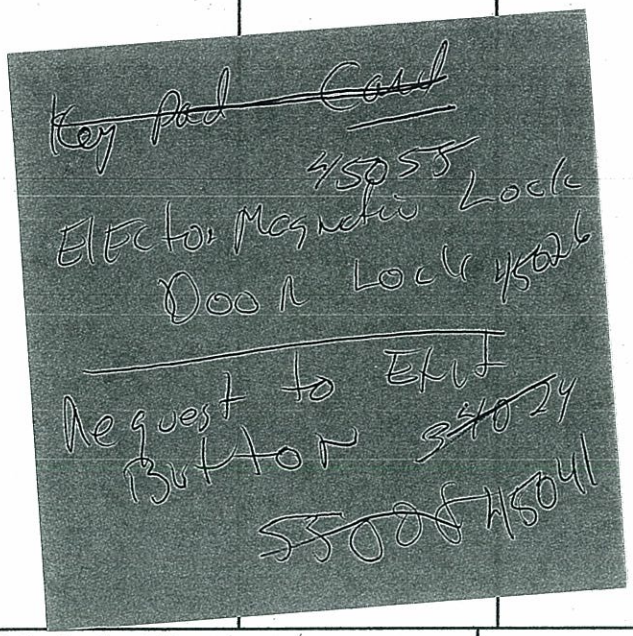
PO# 683278

New Revised

Name / Address
HIDALGO COUNTY 100 S.CLOSNER EDINBURG, TEXAS 78539 MOR.ACCESS BB

Project

Description	Qty	Cost	Total
(S-EIDC32) INTELLIUM-M SINGLE MODULE ADD ON KIT	7	600.00	4,200.00
(XF22110) MID RANGE KEYPAD READER	7	425.00	2,975.00
(E-941SA-1K2PD) ELECTROMAGNETIC LOCK	10	185.00	1,850.00
(SD-7202GC-PEQ) REQUEST TO EXIT BUTTON	7	65.00	455.00
(EAP-505Q) 12/24 POWER SUPPLY	1	185.00	185.00
(18/2PWRCBNP) 18-2 POWER CABLE NON-PLENUM 1000FT BULK CABLE	3	140.00	420.00
(TECH LABOR) LABOR TO PROGRAM, INSTALL, AND CONFIGURE	64	85.50	5,472.00



BUYBOARD VENDOR:AL3 Enterprises L.L.C., dba Starr Telecom
CONTRACT # 401-12

Total $15,557.00

Customer Signature

Per Oscar Garza
Friday 10/12/12

Phone #	Fax #	E-mail
956.580.1333	956.519.7859	ste@starrtelecom.com

AI-37624 **12. K.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of payment for Invoice No. 3302 in the amount of $1,944.93 (Pct 2, 3rd Call, Val-Bar Estates Subdivision) as submitted by project engineer R. Gutierrez Engineering Corporation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-122-767-1-334

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

BUDGETARY IMPACT:

P.O.# 670937

Attachments

Invoice No.3302 Val-Bar Estates Subdivision R. Gutierrez Engineering Corporation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 02:09 PM
Budget & Management	Obdett Calzada	03/19/2013 03:06 PM
Roland Garcia	Rolando Garcia	03/21/2013 10:35 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Marcie Jackson Started On: 03/12/2013 08:48 AM

Final Approval Date: 03/22/2013

AI-37624 03/26/13 C

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm F - 486 • Surveying Firm #101650-00

Invoice Number 3302
Date 3/7/2013
Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: BCAP Val Bar Subdivision

Const. Cost
% of Const. Cost
Billing Fee $1,944.93

Project No.: *ENG05.012j*
Contract No.: *C-CAP-08-029A-10-28(WA#3)*
PO No. *670937*

Phase	*Phase Fee*	*% Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Construction Management Services	$1,944.93	100.00%	$1,944.93		$1,944.93

REQ# 210939 P.O.# 670937
3-1312-431-00-122-767-1-334→$1,944.93
VAL-BAR ESTATES-ENG & ARCH SRV

INVOICE RECEIVED BY: ON 3/11/13
GOODS/SERVICES RECEIVED BY: ON 3/11/13

Balance Due $1,944.93

R. Gutierrez Engineering Corporation
Border Colonia Access Program - Round III
Contract No: C-CAP-08-029A-10-28(WA#3)
PO No: 670937, 659619, 619775, 5103459

Work Authorization Number 3
Schedule of Values

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Prelimary Design Phase 40%	Final Design Phase (%)	Final Design Phase 40%	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Complete	Engineering Fee Available Balance
M1080413	Las Milpas Subdivision	$ 17,407.93	100%	$ 6,963.17	100%	$ 6,963.17	100%	$ 3,481.59	$ 17,407.93	$ 17,407.93	$ -	100%	$ -
M1080454	McColl Estates Subdivision	$ 16,626.81	100%	$ 6,650.72	100%	$ 6,650.72	100%	$ 3,325.37	$ 16,626.81	$ 16,626.81	$ -	100%	$ -
M1080596	Rancho Escondido	$ 41,628.00	100%	$ 16,651.20	100%	$ 16,651.20	50%	$ 4,162.80	$ 37,465.20	$ 37,465.20	$ -	90%	$ 4,162.80
M1080693	South Side Village (Const. Mgmt Only)	$ 1,727.09	100%	$ -	100%	$ -	100%	$ 1,727.09	$ 1,727.09	$ 1,727.09	$ -	100%	$ -
M1080557	Pentecostal (Const. Mgmt Only)	$ 4,045.05	100%	$ -	100%	$ -	100%	$ 4,045.05	$ 4,045.05	$ 4,045.05	$ -	100%	$ -
M1080767	Val Bar (Const. Mgmt Only)	$ 1,944.93	100%	$ -	100%	$ -	100%	$ 1,944.93	$ 1,944.93	$ -	$ 1,944.93	100%	$ -
		$ 83,379.81		**$ 30,265.09**		**$ 30,265.09**		**$ 18,686.83**	**$ 79,217.01**	**$ 77,272.08**	**$ 1,944.93**		**$ 4,162.80**

Project Completion
Anticipated Completion Date
Extension
Date Extension was approved in Court

Project Engineer
Name (Print) Ramiro Gutierrez

Signature Ramiro Gutierrez, P.E.
Date 3-11-13

Colonia Access Program Director
Date

AI-37731 **12. L.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Seeking ratification of fully executed Change Order No. 2 reflecting drainage adjustments reflecting in a decrease of $200.00 and an additional (10) ten days with contractor Asago, LLC dba Asago Construction for Rancho Escondido Subdivision, Pct. No. 2 as submitted through project engineer R. Gutierrez Engineering Corporation (C-CAP-12-206-10-23).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-122-596-0-731/733

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

BUDGETARY IMPACT:

P.O.684943

FISCAL YEAR: 3 ACCT. #: 3-1200-431-00-122-596-0-731

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

BUDGETARY IMPACT:

P.O.684943

Attachments

Change Order No.2 Rancho Escondido Subdivision

Executed Contract Rancho Escondido Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	03/19/2013 12:19 PM
Purchasing Department	Marty Salazar	03/22/2013 11:48 AM
Budget & Management	Obdett Calzada	03/22/2013 12:17 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Marcie Jackson Started On: 03/18/2013 09:26 AM

Final Approval Date: 03/22/2013

CHANGE ORDER NUMBER TWO (2)

PROJECT: Rancho Escondido Subdivision

DATE OF ISSUANCE: February 28, 2013 **EFFECTIVE DATE:** March 05, 2013

OWNER: Hidalgo County
OWNER's Contract No.: C-CAP-12-206-10-23

CONTRACTOR: Asago Construction
2113 Pecos Street
Mission, Texas 78573

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Decrease Storm Sewer Manhole from 3 ea. To 2 ea.
2. Add 2 Ea. 8" 45 Degree Elbows
3. Add 1 Ea. 8" Cleanout
4. Add 10 days to contract time

Reason for Change Order:

1. Drainage adjustment to resolve conflict encountered in field
2. Drainage adjustment to resolve conflict encountered in field
3. Drainage adjustment to resolve conflict encountered in field
4. Added time because of delay in getting driveway permit and utility installation request from TXDOT

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 363,487.00		Original Contract Time for Substantial Completion:	90 calendar days or dates
Net Changes from previous Change Orders $ 15,576.33		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 379,063.33		Contract Time prior to this Change Order Substantial Completion:	90 calendar days or dates
Net Increase (decrease) of this Change Order $ (200.00)		Net Increase (decrease) of this Change Order	10 calendar days
Contract Price with all approved Change Orders $ 378,863.33	Net % increase (decrease) from original contract price. 4.20 %	Contract Time with all approved Change Orders Substantial Completion:	100 calendar days or dates

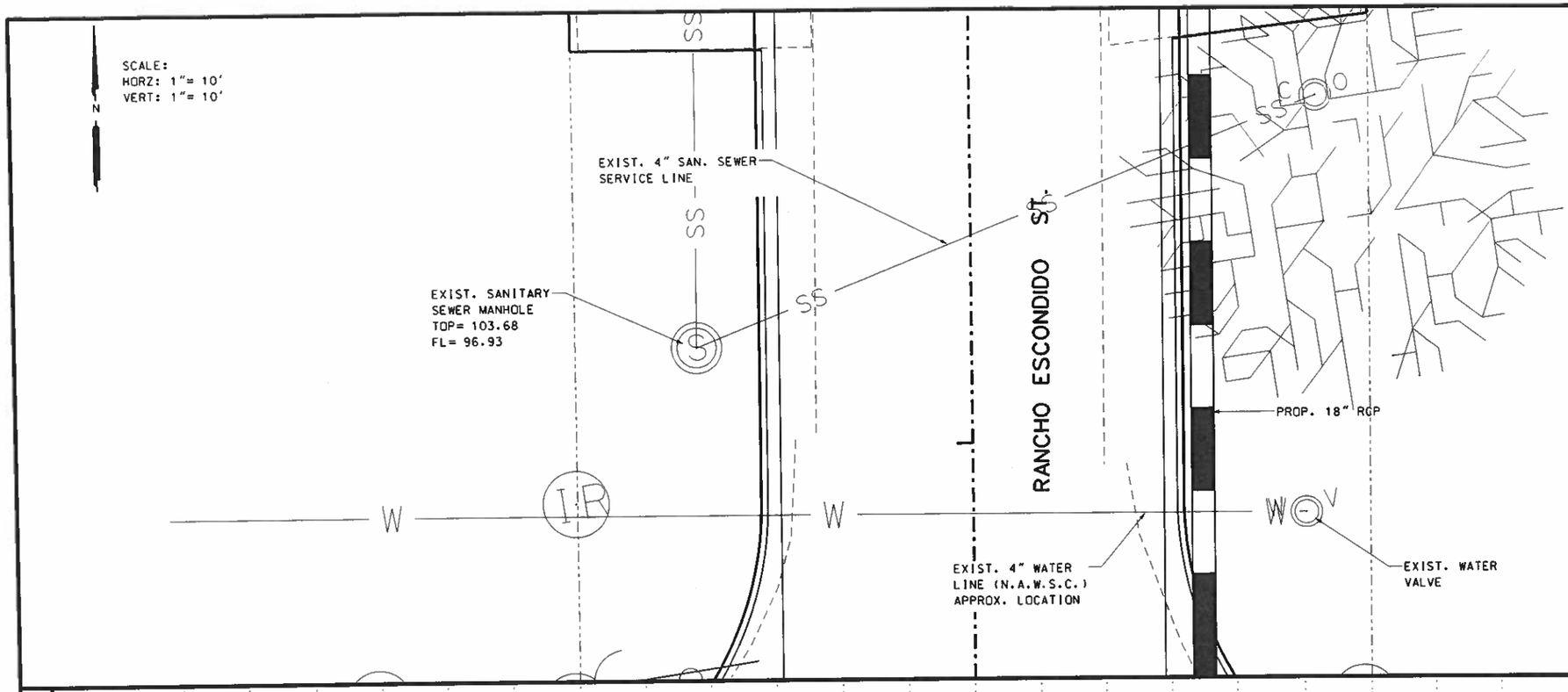
RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 2-11-13

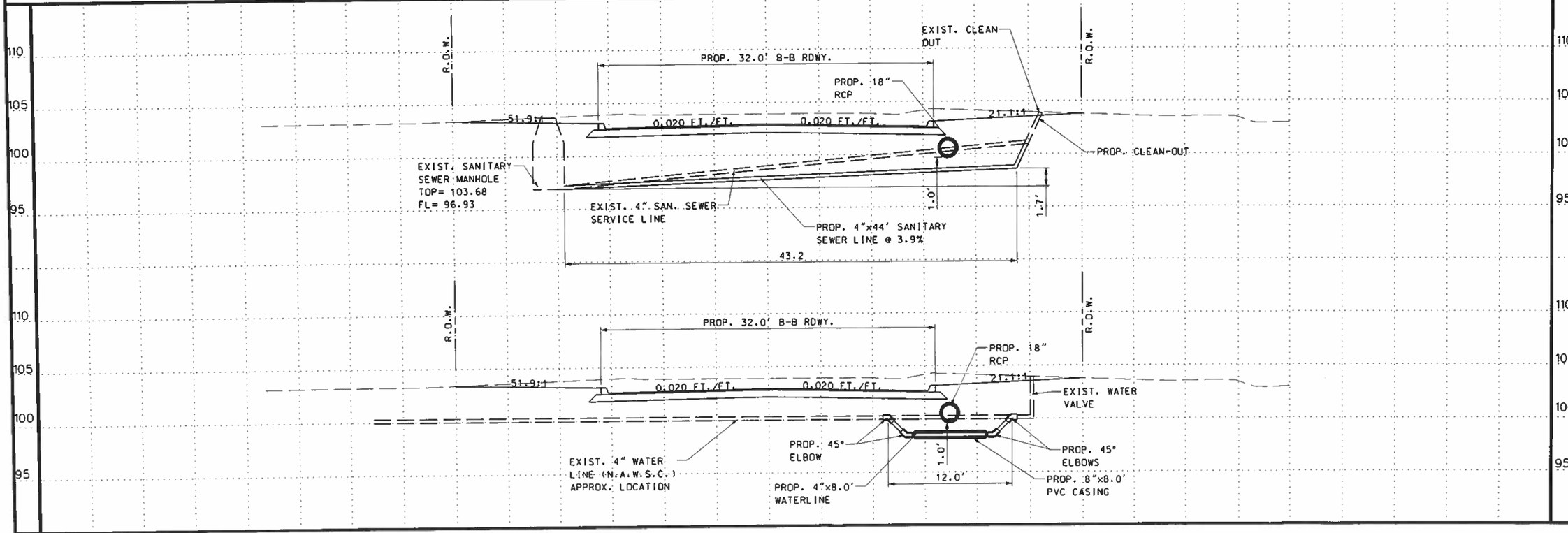
APPROVED:
By: _____
Owner (Authorized Signature)
Date: 3/4/13

ACCEPTED:
By: _____ V.
Contractor (Authorized Signature)
Date: 2/8/13

CHANGE ORDER NO. 2 TABULATION
HIDALGO COUNTY
Rancho Escondido Subdivision
CONTRACT NUMBER: C-CAP-12-206-10-23

Item Number	Item Code	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
						ROADWAY							
1	110	6,468.00	6,468.00	6,468.00	CY	Excavation (Roadway)	$ 4.00	$ 4.00	$ 25,872.00	$ -	25,872.00	$ -	$ 25,872.00
2	132	65.00	65.00	65.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C)	$ 10.00	$ 10.00	$ 650.00	$ -	650.00	$ -	$ 650.00
3	164	4,090.00	4,090.00	4,090.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 0.35	$ 0.35	$ 1,431.50	$ -	1,431.50	$ -	$ 1,431.50
4	164	4,090.00	4,090.00	4,090.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 0.35	$ 0.35	$ 1,431.50	$ -	1,431.50	$ -	$ 1,431.50
5	164	8,180.00	8,180.00	8,180.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 0.50	$ 0.50	$ 4,090.00	$ -	4,090.00	$ -	$ 4,090.00
6	247	2,156.00	2,156.00	2,156.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (10")	$ 25.00	$ 25.00	$ 53,900.00	$ -	53,900.00	$ -	$ 53,900.00
7	260	10,803.00	10,803.00	10,803.00	SY	Lime Treatment for Base Courses (8")	$ 1.00	$ 1.00	$ 10,803.00	$ -	10,803.00	$ -	$ 10,803.00
8	260	11,266.00	11,266.00	11,266.00	SY	Lime Treated Subgrade (6")	$ 1.00	$ 1.00	$ 11,266.00	$ -	11,266.00	$ -	$ 11,266.00
9	260	157.00	157.00	157.00	TON	Lime (TY A or B)	$ 200.00	$ 200.00	$ 31,400.00	$ -	31,400.00	$ -	$ 31,400.00
10	310	1,912.00	1,912.00	1,912.00	GAL	Prime Coat (MC-30)	$ 7.00	$ 7.00	$ 13,384.00	$ -	13,384.00	$ -	$ 13,384.00
11	340	9,558.00	9,558.00	9,558.00	SY	Asph. Conc. Pav. TY "D" (1 1/2")	$ 6.00	$ 6.00	$ 57,348.00	$ -	57,348.00	$ -	$ 57,348.00
12	502	3.00	3.00	3.00	MO	Barricades, Signs & Traffic Handling	$ 530.00	$ 530.00	$ 1,590.00	$ -	1,590.00	$ -	$ 1,590.00
13	506	84.00	84.00	84.00	SY	Construction Exits (Ty II)(Install)	$ 3.00	$ 3.00	$ 252.00	$ -	252.00	$ -	$ 252.00
14	506	84.00	84.00	84.00	SY	Construction Exits (Ty II)(Remove)	$ 1.00	$ 1.00	$ 84.00	$ -	84.00	$ -	$ 84.00
15	560	41.00	41.00	41.00	EA	Mailboxes (Single)	$ 100.00	$ 100.00	$ 4,100.00	$ -	4,100.00	$ -	$ 4,100.00
16	644	5.00	5.00	5.00	EA	Small Road Sign Assemblies (Ty A)	$ 400.00	$ 400.00	$ 2,000.00	$ -	2,000.00	$ -	$ 2,000.00
						TOTAL ROADWAY			**$ 219,602.00**	**$ -**	**$ 219,602.00**	**$ -**	**$ 219,602.00**
						DRAINAGE							
1	110	300.00	300.00	300.00	CY	Excavation Channel	$ 8.00	$ 8.00	$ 2,400.00	$ -	2,400.00	$ -	$ 2,400.00
2	432	7.00	7.00	7.00	EA	Concrete Riprap (CI C)	$ 250.00	$ 250.00	$ 1,750.00	$ -	1,750.00	$ -	$ 1,750.00
3	464	443.00	443.00	443.00	LF	RCP (CL III) (18")	$ 30.00	$ 30.00	$ 13,290.00	$ -	13,290.00	$ -	$ 13,290.00
4	465	2.00	2.00	2.00	LF	Inlet (Type "C") (3X3 Grate)	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ -	5,000.00	$ -	$ 5,000.00
5	465	2.00	2.00	2.00	LF	Inlet (Type "A")	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ -	5,000.00	$ -	$ 5,000.00
6	465	3.00	3.00	2.00	EA	Storm Sewer Manhole	$ 3,000.00	$ 3,000.00	$ 9,000.00	$ -	9,000.00	$ (3,000.00)	$ 6,000.00
7	467	4.00	4.00	4.00	CY	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	$ 800.00	$ 800.00	$ 3,200.00	$ -	3,200.00	$ -	$ 3,200.00
8	481	36.00	36.00	36.00	LF	PVC Pipe (8")	$ 25.00	$ 25.00	$ 900.00	$ -	900.00	$ -	$ 900.00
9	506	180.00	180.00	180.00	EA	Temp Sedmt Cont Fence (Install)	$ 1.00	$ 1.00	$ 180.00	$ -	180.00	$ -	$ 180.00
10	529	5,905.00	5,905.00	5,905.00	EA	Concrete Curb & Gutter (Ty "A") (Barrier)	$ 7.00	$ 7.00	$ 41,335.00	$ -	41,335.00	$ -	$ 41,335.00
11	529	180.00	180.00	180.00	EA	6" Concrete Valley Gutter	$ 15.00	$ 15.00	$ 2,700.00	$ -	2,700.00	$ -	$ 2,700.00
12	530	1,221.00	1,621.00	1,621.00	SY	Driveways (TY PRB-1)	$ 20.00	$ 20.00	$ 24,420.00	$ 8,000.00	32,420.00	$ -	$ 32,420.00
13	530	1,157.00	1,362.00	1,362.00	SY	Driveways (Concrete)	$ 30.00	$ 30.00	$ 34,710.00	$ 6,150.00	40,860.00	$ -	$ 40,860.00
14	1002	0.00	1.00	1.00	LS	Sanitary Sewer Line Adjustment	$ 1,426.33	$ 1,426.33	$ -	$ 1,426.33	1,426.33	$ -	$ 1,426.33
15		0.00	0.00	2.00	EA	8" 45 Degree Elbows	$ 700.00	$ 700.00	$ -	$ -	0.00	$ 1,400.00	$ 1,400.00
16		0.00	0.00	1.00	EA	8" Cleanout	$ 1,400.00	$ 1,400.00	$ -	$ -	0.00	$ 1,400.00	$ 1,400.00
						TOTAL DRAINAGE			**$ 143,885.00**	**$ 15,576.33**	**$ 159,461.33**	**$ (200.00)**	**$ 159,261.33**
						TOTAL BASE AMOUNTS:			**$ 363,487.00**	**$ 15,576.33**	**$ 379,063.33**	**$ (200.00)**	**$ 378,863.33**





Professional Engineers & Land Surveyors
R. Gutierrez Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, PE 65948
DATE: 12-20-12
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

HIDALGO COUNTY PRECINCT No.2
RANCHO ESCONDIDO SUBDIVISION
UTILITY CONFLICT DETAILS

LOCATION

REVISION	DATE	BY

F.B. No.: 487-488
SURVEY BY: ML,MR,OC
DRAWN BY: JC
PREPARED BY: JC
CHECKED BY: RG

SHEET No.

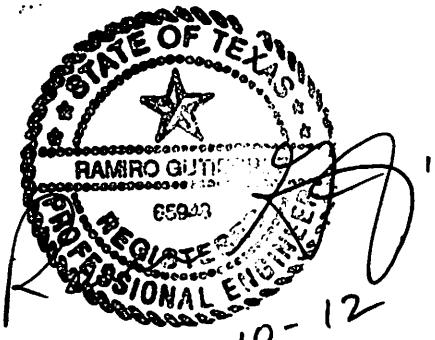
Bid No: CAP-12-206-08-29-YSI	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2

"HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION OF RANCHO ESCONDIDO SUBDIVISION"

BID OPENING DATE: AUGUST 29, 2012



Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

TABLE OF CONTENTS
2012-CAP-12-206-08-29-YSI
RANCHO ESCONDIDO SUBDIVISION

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    a. Insurance

12) caGeneral Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    a. Technical Specifications
    b. Hidalgo County Specifications as per 340
    c. Government Specifications & Special Provisions

17) **Exhibit B**
    a. Debarment
    b. W-9
    c. Bidder/Vendor Application
    d. Conflict of Interest Memo
    e. Conflict of Interest Form
    f. Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    a. Government code Ch 2258
    b. Prevailing Wage Rate
    c. Davis Bacon

19) Exhibit E

a. Checklist
b. Change Order
c. Payment of Application
d. Estimate Quantity Update
e. Schedule of Values
f. Contract Time Statement
g. Colonia Testing Requirement
h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Work Sheet
p. Retainage Release TXDOT Final Inspection letter

20) Construction Identification Sign

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO 2 with sealed bids on:

CAP-12-206-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIO SUBDIVISION" & CAP-12-207-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR VAL-BAR SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **R. GUTIERREZ ENGINEERING CORP., 130 E. PARK AVE, Pharr, Texas 78577,** Phone No **(956) 782-2557** for the amount of **$100.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, August 22, 2012** at **2:30 PM** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID(S), bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope(s) and/or package(s) and Bid No(s):
CAP-12-206-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION" &/OR CAP-12-207-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR VAL-BAR SUBDIVISION"
on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, AUGUST 29, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.).

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 7TH **day of AUGUST, 2012.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: CAP-12-206-08-29-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION(S) CAP-12-206-08-29-YSI"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"CAP-12-206-08-29-YSI HIDALGO COUNTY - HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION"** and in County's Purchasing Department, Hidalgo County New Administration Building, 2802 S. Business Hwy. 281, (Southeast of Canton Rd & Business 281), Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 29, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR CAP-12-206-08-29-YSI -- HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

17. DELIVERY INSTRUCTIONS:

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

18. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION CAP-12-206-08-29-YSI"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Marcie Jackson, Administrative Assistant
Hidalgo County Precinct # 2
302 E. State
Pharr, Texas 78577
Telephone No: 956-787-1891

19. Schedule of Events

Pre-Bid Meeting, 2:30 PM	**AUGUST 22, 2012**
Bid Opening, 9:30 AM	**AUGUST 29, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

20. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

21. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

22. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or

contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

24. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid for
"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION(S)"
HIDALGO COUNTY
BID NO: CAP-12-206-08-29-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Asago, LLC dba Asago Construction
Address: 2113 Pecos St., Mission, TX 78572
By: [signature]
Printed Name: Raul Iglesias
Title: Partner, Member

BIDDERS ACKNOWLEDGEMENT
Bid for
"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION(S)"
HIDALGO COUNTY
BID NO: CAP-12-206-08-29-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
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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: _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, AUGUST 29, 2012 at 9:30 a.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as **"BID- CAP-12-206-08-29-YSI -- HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION".**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Cerfication by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. **Telegraphic Modification**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. **Method of Bidding**

The Owner invites the following bid(s): Border Colonia Access Program Project - Round 2 **"BID- CAP-12-206-08-29-YSI -- HIDALGO COUNTY PRECINCT 2 - ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION"**

6. **Qualifications of Bidder**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. **Bid Security**

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. **Liquidated Damages for Failure to enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **90 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to R. Gutierrez Engineering Corporation, 130 E. Park, Pharr, Texas 78577 attn: Ramiro Gutierrez, P.E. and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who signs bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD AND DRAINAGE CONSTRUCTION OF RANCHO ESCONDIDO SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
110	6,468.00	CY	Excavation (Roadway) Four Dollars and Zero Cents Per Cubic Yard	$ 4.00	$ 25,872.00
110	300.00	CY	Excavation (Channel) Eight Dollars and Zero Cents Per Cubic Yard	$ 8.00	$ 2,400.00
132	65.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C) Ten Dollars and Zero Cents Per Cubic Yard	$ 10.00	$ 650.00
164	4,090.00	SY	Cell Fiber Seeding (Temp)(Warm) Dollars and Thirty-five Cents Per Square Yard	$ 0.35	$ 1,431.50
164	4,090.00	SY	Cell Fiber Seeding (Temp)(Cool) Dollars and Thirty-five Cents Per Square Yard	$ 0.35	$ 1,431.50
164	8,180.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) Dollars and Fifty Cents Per Square Yard	$ 0.50	$ 4,090.00
247	2,156.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (10") Twenty-five Dollars and Zero Cents Per Cubic Yard	$ 25.00	$ 53,900.00
260	10,803.00	SY	Lime Treatment for Base Courses (8") One Dollars and Zero Cents Per Square Yard	$ 1.00	$ 10,803.00

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD AND DRAINAGE CONSTRUCTION OF RANCHO ESCONDIDO SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	11,266.00	SY	Lime Treated Subgrade (6") One Dollars and Zero Cents Per Square Yard	$ 1.00	$ 11,266.00
260	157.00	TON	Lime (TY A or B) Two Hundred Dollars and Zero Cents Per Ton	$ 200.00	$ 31,400.00
310	1,912.00	GAL	Prime Coat (MC-30) Seven Dollars and Zero Cents Per Gallon	$ 7.00	$ 13,384.00
340	9,558.00	SY	Asph. Conc. Pav. TY "D" (1 1/2") Six Dollars and Zero Cents Per Square Yard	$ 6.00	$ 57,348.00
432	7.00	CY	Concrete Riprap (CL C) Two Hundred Fifty Dollars and Zero Cents Per Cubic Yard	$ 250.00	$ 1,750.00
464	443.00	LF	RCP (CL III) (18") Thirty Dollars and Zero Cents Per Linear Foot	$ 30.00	$ 13,290.00
465	2.00	EA	Inlet (Ty A) Two Thousand Five Hundred Dollars and Zero Cents Per Each	$ 2,500.00	$ 5,000.00
465	2.00	EA	Inlet (Ty C) Two Thousand Five Hundred Dollars and Zero Cents Per Each	$ 2,500.00	$ 5,000.00

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD AND DRAINAGE CONSTRUCTION OF RANCHO ESCONDIDO SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
465	3.00	EA	Manhole (Ty A) Three Thousand Dollars and Zero Cents Per Each	$ 3,000.00	$ 9,000.00
467	4.00	EA	Safety End Treatments (18") (6:1) Eight Hundred Dollars and Zero Cents Per Each	$ 800.00	$ 3,200.00
481	36.00	LF	PVC Pipe (8") Twenty-five Dollars and Zero Cents Per Linear Foot	$ 25.00	$ 900.00
502	3.00	MO	Barricades, Signs & Traffic Handling Five Hundred Thirty Dollars and Zero Cents Per Month	$ 530.00	$ 1,590.00
506	84.00	SY	Construction Exits (Ty II)(Install) Three Dollars and Zero Cents Per Square Yard	$ 3.00	$ 252.00
506	84.00	SY	Construction Exits (Ty II)(Remove) One Dollars and Zero Cents Per Square Yard	$ 1.00	$ 84.00
506	180.00	LF	Temp Sediment Control Fence One Dollars and Zero Cents Per Linear Foot	$ 1.00	$ 180.00
529	5,905.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) Seven Dollars and Zero Cents Per Linear Foot	$ 7.00	$ 41,335.00

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD AND DRAINAGE CONSTRUCTION OF RANCHO ESCONDIDO SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
529	180.00	LF	Concrete Valley Gutter (4-Ft) Fifteen Dollars and Zero Cents Per Linear Foot	$ 15.00	$ 2,700.00
530	1,221.00	SY	Driveways (Ty PRB-1) Twenty. Dollars and Zero Cents Per Square Yard	$ 20.00	$ 24,420.00
530	1,157.00	SY	Driveways (CONCRETE) Thirty Dollars and Zero Cents Per Square Yard	$ 30.00	$ 34,710.00
560	41.00	EA	Mailboxes (Single) One Hundred Dollars and Zero Cents Per Each	$ 100.00	$ 4,100.00
644	5.00	EA	Small Road Sign Assemblies (Ty A) Four Hundred Dollars and Zero Cents Per Each	$ 400.00	$ 2,000.00
			Three Hundred Sixty-Three Thousand Four Hundred Eighty-Seven Dollars and Zero Cents Total Base Bid Amount	$	$ 363,487.00

OPENED
9:43
8-29-12
Witnessed

$ 363,487.00

HIDALGO COUNTY PRECINCT #2 BORDER COLONIA ACCESS PROGRAM PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____ _____ as Principal, and _____ _____ as Surety, are hereby held and firmly bound unto _____ _____ as OWNER in the penal sum of _____ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

SUR6023342

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Asago, LLC dba Asago Construction
2113 Pecos
Mission TX 78572

as Principal, hereinafter called the Principal, and State Automobile Mutual Insurance Company
518 East Broad Street Columbus OH 43215

a corporation duly organized under the laws of the State of OH
as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County

as Obligee, hereinafter called the Obligee, in the sum of 5.00 % of the bid, not to exceed Twenty-two thousand Dollars ($ 22,000.00),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Pharr Road-Drainage for Rancho Escondido Subdivision

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29 day of August, 2012.

(Witness)

Asago, LLC dba Asago Construction
(Principal) (Seal)
Principal Signature and Title

(Witness)

State Automobile Mutual Insurance Company
(Surety) (Seal)
Andres Alvarez Attorney-In-Fact

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6023342

Bond Amount. 22,000.00

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Andres Alvarez

of San Juan and State of TX

its true and lawful Attorney(s)-in- Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Twenty-two thousand ($ 22,000.00)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation in the nature thereof "I be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 1st day of April, 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Vice President/Director of Business Insurance

By: _____
Larry D. Williams, Vice President/Director of Middle Market Operations

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came

Paul E. Nordman and Larry D. Williams, to me known, who being

duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Notary Public

NOTARIAL SEAL STATE OF OHIO

HAL D. THOMPSON
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec.147.03 R.C.

CERTIFICATE

1, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 29 day of August 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-12-206-10-23

This Agreement, entered into this **23rd** day of **October, 2012** by and between Hidalgo County (hereinafter called the "OWNER," and, **Asago, LLC dba Asago Construction,** (a Texas Limited Liability Company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

HIDALGO COUNTY PRECINCT #2 – ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION

Hereinafter called the project, for the sum of **Three Hundred Sixty-Three Thousand Four Hundred Eighty-Seven Dollars and Zero Cents ($363,487.00)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, October 23rd, 2012.

CONTRACTOR: _____
Print Name & Title: Raul Iglesias, Member
Name of Firm: Asago, LLC dba
Asago Construction
Address: 2113 Pecos Street
Mission, TX
Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 24th day of October, 2012, by Member (Title) Of and on behalf of Asago, LLC dba Asago Construction (A Limited Liability Company)

JOE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 24, 2016

Joe L. Borjas.
Notary Public-Signature

APPROVED AS TO FORM:
Hidalgo County Department of County Affairs
100 N. Closner, Room 303
Edinburg, Texas 78539

BY: _____
Assistant District Attorney

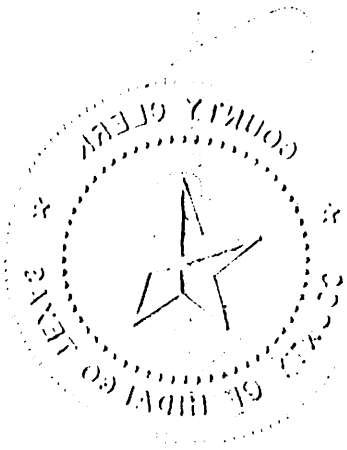
ATTEST:

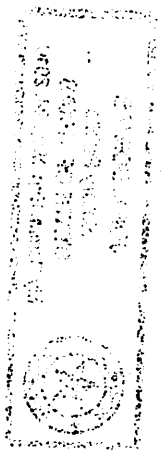
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 11/20/12


COUNTY CLERK
STATE OF INDIANA



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

Raul Iglesias, being first duly sworn, deposes and says that:

(1) He is Member, of Asago, LLC dba Asago Construction, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Member
(Title)

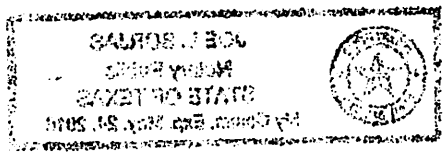
Subscribed and sworn to before me on this 24th

Day of October, 2012

Joe L. Borjas

Title

JOE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 24, 2016



SUR6023342

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Asago, LLC dba Asago Construction

2113 Pecos
Mission TX 78572

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County
100 N. Closner
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 10/23/2012
Amount: 363,487.00
Description (Name and Location): Pharr Road-Drainage for Rancho Escondido Subdivision

BOND
Date (Not earlier than Construction Contract Date): 10/24/2012
Amount: 363,487.00
Modifications to this Bond: ☐ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Asago, LLC dba Asago Construction
Signature:
Name and Title:

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company
Signature:
Name and Title: Andres Alvarez
Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement betwen the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

SUR6023342

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Asago, LLC dba Asago Construction

2113 Pecos
Mission TX 78572

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County
100 N. Closner
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 10/23/2012
Amount: 363,487.00
Description (Name and Location): Pharr Road-Drainage for Rancho Escondido Subdivision

BOND
Date (Not earlier than Construction Contract Date): 10/24/2012
Amount: 363,487
Modifications to this Bond: ☐ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Asago, LLC dba Asago Construction
Signature:
Name and Title:

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company
Signature:
Name and Title: Andres Alvarez
Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. **Modified (Modifications are bolded)** The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

5 **Modified (Modifications are bolded and lined)** If a notice required by Paragraph 4 is given by the Owner to the Contractor ~~or~~ **and** to the Surety, that is sufficient compliance.

6 **Modified (Modifications are bolded and lined)** When the Claimant has satisfied the conditions of Paragraph 4 ~~,~~ ~~the Surety shall promptly and at the Surety's expense take the following actions~~ **and has submitted any additional supporting documentation, and any sworn statement of claim, requested by the Surety, the Surety shall at the Surety's expense take the following actions:**

~~6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.~~ **After receiving all of the information requested from the Claimant, the Surety shall, within a reasonable period of time based on the complexity of the case, which shall not be less than 90 days, send an answer to the Claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.**

6.2 Pay or arrange for payment of any undisputed amounts, **including, but not limited to, the execution of an appropriate release and/or assignment.**

6.3 The Surety's failure to fully and/or timely discharge its obligations under this Section 6 or to dispute or identify any specific defense to all or part of a claim, shall not be deemed as an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the properly documented amount due and owing and shall not include interest or consequential damages.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deeme incorporated herein. The intent is that this Bond shall b construed as a statutory bond and not as a common la bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Sections 4.1, 4.2.3, 5, 6, 6.1 and 6.2 were modified as shown in bold letters and deleted words.
Section 6.3 was added and is designated in bold letters.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6023342

Bond Amount. 363,487.00

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Andres Alvarez

of San Juan and State of TX

its true and lawful Attorney(s)-in- Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Three hundred sixty-three thousand four hundred eighty-seven ($ 363,487.00)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the sea[of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation in the nature thereof "I be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 1st day of April, 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Vice President/Director of Business Insurance

By: _____
Larry D. Williams, Vice President/Director of Middle Market Operations

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came Paul E. Nordman and Larry D. Williams, to me known, who being duly sworn, did depose and say that they are Assistant Vice Presidents respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Notary Public

NOTARIAL SEAL STATE OF OHIO

HAL D. THOMPSON
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec.147.03 R.C.

CERTIFICATE

1, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 24 day of October 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Raul Iglesias authorized representative for Asago Construction, Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☑ have already been met, see attached copy of insurance certificate.

Authorized Representative

8/29/12
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Raul Iglesias, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: Bid, Payment, and Performance.

3. Certificates: of Insurance.

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.

R. Iglesias V.
Authorized Signature

8/29/12.
Date

Asago Construction.
Company

2113 Pecos St.
Address

Mission, TX 78572.
City, State, Zip

☐ ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

SAMPLE

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	*GENERAL LIABILITY* ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	*AUTOMOBILE LIABILITY* ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN EA ACC	$
					AUTO ONLY AGG	$
C	*EXCESS LIABILITY* ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	*WORKERS COMPENSATION AND EMPLOYER'S LIABILITY*				WC STATU-TORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
San Juan Insurance Agency, Inc.
DBA Valley Ins Providers OR Truckers Ins
PO Drawer 3783
McAllen TX 78502

CONTACT NAME: Norma Perez
PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 702-7556
E-MAIL ADDRESS: nperez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: America First Insurance	
INSURER B: Rockhill Insurance Company	
INSURER C: Specialty Insurance Company	
INSURER D: Texas Mutual Insurance Co	
INSURER E: First Mercury Insurance	
INSURER F:	

INSURED
ASAGO, LLC.
ASAGO CONSTRUCTION
2113 Pecos
Mission TX 78572-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	GENERAL LIABILITY			TX-CGL-0000010928-01	05/10/2012	05/10/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			BA4981240	11/22/2011	11/22/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			RXSLRU000560-01	12/17/2011	12/17/2012	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001134832-1	08/13/2012	08/13/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Contractors Equipment			IMD24402-0	12/17/2011	12/17/2012	TIV- $307,219 THEFT DED- $5,000	DED- $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS HEREBY SHOWN AS ADDITIIONAL INSURED ON GENERAL LIABILITY POLICY. 30 DAY NOTICE OF CANCELLATION.

CERTIFICATE HOLDER
HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUS.281
EDINBURG TX 78539-

Fax: ( ) -

CANCELLATION AI 008088

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE J Young

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2012

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PRODUCER: San Juan Insurance Agency, Inc. DBA Valley Ins Providers OR Truckers Ins PO Drawer 3783 McAllen TX 78502	CONTACT NAME: Norma Perez PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 702-7556 E-MAIL ADDRESS: nperez@vip-ins.net
INSURED: ASAGO, LLC. ASAGO CONSTRUCTION 2113 Pecos Mission TX 78572-	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: America First Insurance INSURER B: Rockhill Insurance Company INSURER C: Specialty Insurance Company INSURER D: Texas Mutual Insurance Co INSURER E: First Mercury Insurance INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		TX-CGL-0000010928-01	05/10/2012	05/10/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA4981240	11/22/2012	11/22/2013	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 $			RXSLRU000560-01	12/17/2012	12/17/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
D	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		TSF0001134832-1	08/13/2012	08/13/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractors Equipment			IMD24402-0	12/17/2011	12/17/2012	TIV- $307,219 DED- $2,500 THEFT DED- $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S. BUS. HWY 281
EDINBURG TX 78539-

CANCELLATION

AI 006050

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

Fax: (956)292-7612

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SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 10/24/2012

PRODUCER

San Juan Insurance Agency, Inc.
DBA Valley Ins Providers OR Truckers Ins
PO Drawer 3783
McAllen TX 78502
(956) 781-6663

APPLICANT NAME AND MAILING ADDRESS

ASAGO, LLC.
ASAGO CONSTRUCTION
2113 Pecos
Mission TX 78572-
(956)607-0741

CLIENT ID 7040

POLICY TX-CGL-0000010928-01 05/10/2012 to 05/10/2013

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2008	NISSAN	TITAN	1N6BA07D88N327160		
2005	FORD	F750	3FRXF75A85V215442		
2006	FORD	F250	1FTNF20506EC55965		
2004	MACK	CX600	1M1AE06Y94N018752		
1985	LUFKIN	TRAILER	1L01C3526F1069352		
2000	INTERNATIONAL		DW544JZ598268		
1996	FORD		1FDYU90SXTVA03388		
2011	CHEVROLET		1GCNCPEA9BZ279454		
2011	CHEVROLET		1GCRCPEX0BZ342916		
2011	CHEVROLET	SILVERADO EXT CAB	1GCRCPEX6BZ291678		
1999	LAND ROVER		SALPV1245XA411509		
1993	FORD	L9000	1FDZY90L2PVA31922		
1982	MACK	TRUCK	1M2K127C3CM005039		

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm R. Gutierrez Engineering Corporation.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall be advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

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Construction Specifications Institute

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American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY 6
1.01 *Defined Terms* 6
1.02 *Terminology* 8

ARTICLE 2 - PRELIMINARY MATTERS 9
2.01 *Delivery of Bonds* 9
2.02 *Copies of Documents* 9
2.03 *Commencement of Contract Times; Notice to Proceed* 9
2.04 *Starting the Work* 9
2.05 *Before Starting Construction* 9
2.06 *Preconstruction Conference* 10
2.07 *Initial Acceptance of Schedules* 10

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 10
3.01 *Intent* 10
3.02 *Reference Standards* 10
3.03 *Reporting and Resolving Discrepancies* 10
3.04 *Amending and Supplementing Contract Documents* 11
3.05 *Reuse of Documents* 11

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS 11
4.01 *Availability of Lands* 11
4.02 *Subsurface and Physical Conditions* 12
4.03 *Differing Subsurface or Physical Conditions* 12
4.04 *Underground Facilities* 13
4.05 *Reference Points* 13
4.06 *Hazardous Environmental Condition at Site* 14

ARTICLE 5 - BONDS AND INSURANCE 15
5.01 *Performance, Payment, and Other Bonds* 15
5.02 *Licensed Sureties and Insurers* 15
5.03 *Certificates of Insurance* 15
5.04 *CONTRACTOR's Liability Insurance* 15
5.05 *OWNER's Liability Insurance* 16
5.06 *Property Insurance* 16
5.07 *Waiver of Rights* 17
5.08 *Receipt and Application of Insurance Proceeds* 18
5.09 *Acceptance of Bonds and Insurance; Option to Replace* 18
5.10 *Partial Utilization, Acknowledgment of Property Insurer* 18

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 18
6.01 *Supervision and Superintendence* 18
6.02 *Labor; Working Hours* 19
6.03 *Services, Materials, and Equipment* 19
6.04 *Progress Schedule* 19
6.05 *Substitutes and "Or-Equals"* 19
6.06 Concerning Subcontractors, Suppliers, and Others *21*

6.07 *Patent Fees and Royalties* 21
6.08 *Permits* 22
6.09 *Laws and Regulations* 22
6.10 *Taxes* 22
6.11 *Use of Site and Other Areas* 22
6.12 *Record Documents* 22
6.13 *Safety and Protection* 23
6.14 *Safety Representative* 23
6.15 *Hazard Communication Programs* 23
6.16 *Emergencies* 23
6.17 *Shop Drawings and Samples* 24
6.18 *Continuing the Work* 25
6.19 *CONTRACTOR's General Warranty and Guarantee* 25
6.20 *Indemnification* 25

ARTICLE 7 - OTHER WORK 26
7.01 *Related Work at Site* 26
7.02 *Coordination* 26

ARTICLE 8 - OWNER'S RESPONSIBILITIES 27
8.01 *Communications to Contractor* 27
8.02 *Replacement of ENGINEER* 27
8.03 *Furnish Data* 27
8.04 *Pay Promptly When Due* 27
8.05 *Lands and Easements; Reports and Tests* 27
8.06 *Insurance* 27
8.07 *Change Orders* 27
8.08 *Inspections, Tests, and Approvals* 27
8.09 *Limitations on OWNER's Responsibilities* 27
8.10 *Undisclosed Hazardous Environmental Condition* 27
8.11 *Evidence of Financial Arrangements* 27

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION 27
9.01 *OWNER'S Representative* 27
9.02 *Visits to Site* 28
9.03 *Project Representative* 28
9.04 *Clarifications and Interpretations* 28
9.05 *Authorized Variations in Work* 28
9.06 *Rejecting Defective Work* 29
9.07 *Shop Drawings, Change Orders and Payments* 29
9.08 Determinations for Unit Price Work 28
9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work* 28
9.10 *Limitations on ENGINEER's Authority and Responsibilities* 28

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS 29
10.01 *Authorized Changes in the Work* 29
10.02 *Unauthorized Changes in the Work* 29
10.03 *Execution of Change Orders* 30
10.04 *Notification to Surety* 30
10.05 *Claims and Disputes* 30

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK 30
11.01 *Cost of the Work* 30

11.02 *Cash Allowances* 32
11.03 *Unit Price Work* 33

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 33
12.01 *Change of Contract Price* 33
12.02 *Change of Contract Times* 34
12.03 *Delays Beyond CONTRACTOR's Control* 34
12.04 *Delays Within CONTRACTOR's Control* 34
1205 Delays Beyond OWNER's and CONTRACTOR'S Control *34*
12.06 *Delay Damages* 34

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 34
13.01 *Notice of Defects* 34
13.02 *Access to Work* 34
13.03 *Tests and Inspections* 35
13.04 *Uncovering Work* 35
13.05 *OWNER May Stop the Work* 35
13.06 *Correction or Removal of Defective Work* 36
13.07 *Correction Period* 36
13.08 *Acceptance of Defective Work* 36
13.09 *OWNER May Correct Defective Work* 36

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION 37
14.01 *Schedule of Values* 37
14.02 *Progress Payments* 37
14.03 *CONTRACTOR's Warranty of Title* 38
14.04 *Substantial Completion* 39
14.05 *Partial Utilization* 39
14.06 *Final Inspection* 39
14.07 *Final Payment* 40
14.08 *Final Completion Delayed* 40
14.09 *Waiver of Claims* 41

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 41
15.01 OWNER May Suspend Work 41
15.02 *OWNER May Terminate for Cause* 41
15.03 *OWNER May Terminate For Convenience* 41
15.04 *CONTRACTOR May Stop Work or Terminate* 42

ARTICLE 16 - DISPUTE RESOLUTION 42
16.01 *Methods and Procedures* 42

ARTICLE 17 - MISCELLANEOUS 43
17.01 *Giving Notice* 43
17.02 *Computation of Times* 43
17.03 *Cumulative Remedies* 43
17.04 *Survival of Obligations* 43
17.05 *Controlling Law* 43

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*–Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*–The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*–The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*–The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*–Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*–A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*–The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*–The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*–The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*–The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*–See paragraph 11.01.A for definition.

17. *Drawings*–That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*–The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*–The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*–An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*–A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*–Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*–The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*–The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*–Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*–Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*–A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*–The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*–A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*–The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*–Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*–Polychlorinated biphenyls.

33. *Petroleum*–Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*–The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*–The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*–Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*–The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*–Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*–All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*–Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*–That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*–An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*–The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*–That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*–A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*–All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*–Work to be paid for on the basis of unit prices.

48. *Work*–The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*–A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*–A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date,when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified perfomance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the perfomance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. ~~Ten~~ Thirty rl days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

SC-13.08 Add the following language at the end of Paragraph 13.08

It is the intent of this contract to overlay the existing pavement surface of the roads designated in the plans within the limits shown with one and one-half inches (1½") of compacted hot-mix asphaltic concrete pavement. The unit bid price to be paid on Bid Item 340 will be adjusted if the average thickness of all cores required to be taken for obtaining in-place densities is less than one and three eighths inches (1 3/8"). The adjusted unit bid price for the item will be the unit price bid multiplied by the percent obtained by dividing the average thickness of the cores by the intended thickness. (for example: 1¼" divided by 1½" equals 83.33%)

If average core thickness is below one and one-fourth inches (1¼"), then the contractor will be required to overlay the pavement with another one and one-half inch (1½") mat of hot-mix asphaltic concrete pavement. No adjustments will be made for any average core thickness greater than one and one-half inches (1½"). At the contractor's expense, additional cores can be taken, at random locations, to obtain the average core thickness. All locations of cores will be as approved by the Engineer.

Technical Specifications

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

ITEM 110 EXCAVATION
ITEM 132 EMBANKMENT
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 168 VEGETATIVE WATERING
ITEM 247 FLEXIBLE BASE
ITEM 260 LIME TREATMENT (ROAD MIXED)
ITEM 310 PRIME COAT
ITEM 432 RIPRAP
ITEM 464 REINFORCED CONCRETE PIPE
ITEM 465 MANHOLES AND INLETS
ITEM 467 SAFETY END TREATMENT
ITEM 481 PVC PIPE FOR DRAINS
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER
ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
ITEM 560 MAILBOX ASSEMBLIES
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

SPECIAL PROVISIONS:Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

SPECIAL PROVISION TO ITEM 247

SPECIFICATION AS PER HIDALGO COUNTY for Colonia Program: (Enclosed herewith)

ITEM 340 Hot Mix Asphaltic Concrete Pavement

General: The above listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004).

GENERAL NOTES AND STANDARD SPECIFICATIONS

CONSTRUCTION GENERAL NOTES

This project will have Calendar Day (CD) Definition for working day.

Upon the request of the Engineer, the Contractor shall furnish to the Engineer a typed narrative report, signed and dated by the Contractor, outlining the manner of prosecution of work that he intends to follow in subsequent thirty-day period.

The Contractor shall contact the local power companies prior to commencing construction. The Contractor shall coordinate with the power companies for the raising/relocation of power lines where deemed necessary by the Engineer or the Contractor to effect the proposed construction (subsidiary to the various bid Items).

The Contractor's attention is directed to the possible presence of underground utilities on the Right of Way on this project. It is the responsibility of the Contractor to call for locates 48 hours in the advance of excavation or drilling. It shall be the Contractors responsibility to maintain a minimum clearance of two feet (24-inches) plus the width of the line between marked and unexposed facilities and the cutting edge or point of any power-operated excavating or earth-moving equipment. If excavation is required within the 24-inch distance (measured horizontally), the excavation should be performed very carefully with hand tools and without damage to the existing utilities.

Subcontractors also must file their own locate requests. Even if previous marks are on the ground, the subcontractor is still responsible for filing a locate request.

The Contractor will be responsible for damages to the utilities if the damage is caused by negligence or failure to have locates performed. All costs involved in locating existing utilities shall be considered subsidiary to various bid Items.

The Contractor shall coordinate the clearing and grubbing, excavation and removal and replacement of culverts/structures along the outfall channels with any utility companies whose facilities are encountered.

Control points are to be supplied by the Engineer prior to commencing work. The Contractor shall be responsible for maintaining an accurate vertical and horizontal control throughout the contract.

All material testing to be performed by Owner's independent testing laboratory. All testing to be performed when according to the Contractor, the Item is ready for testing. All tests not meeting the required specifications will be paid for by the Contractor. This cost will be deducted from his final estimate.

ITEM 5. CONTROL OF THE WORK

To ensure accurate measurement for final pay quantities and to facilitate the Engineer's check on the Contractor's survey work, the Contractor shall be required to set construction stakes based on plan stations and at 100 ft. Maximum intervals or as directed by the Engineer.

ITEM 6. CONTROL OF MATERIALS

The Contractor will be required to furnish the Engineer the maximum gross weights, including loads, for all vehicles, including trucks, truck-tractors, trailers, semi-trailers or any combination of such vehicles used to deliver materials to the project. Maximum gross weights are to be determined in accordance with Item 6, Article 6.7 of the Standard Specifications.

ITEM 100. PREPARING RIGHT OF WAY

Unless otherwise authorized by the Engineer, all obstructions, objectionable material and concrete shall be disposed of by hauling it to disposal sites arranged for by the Contractor and satisfactory to the Engineer.

The area outside the clear zone or back slope intercept line, whichever is greater, shall remain in its natural condition, unless otherwise directed by the Engineer.

In accordance with Migratory Bird Treaty Act, during the months of March 1st thru September 1st, the Contractor shall conduct a survey to determine if nests are present within the ROW. If migratory bird nests are found, the Contractor shall not disturb the nesting area until the young have fledged. Pruning, mowing, or any activities that can disturb the nests shall not be conducted until after September 1st or birds have fledged.

Work performed for Preparation of Right-of-Way will not be paid for directly, but shall be considered subsidiary to the various bid items.

ITEM 132. EMBANKMENT

The percent of density, as determined by test method Tex-113-e, shall be a minimum of 95 percent. Density tolerances will be permitted.

The securing of embankment material by the excavation of ditches for beneficial drainage purposes, the removal of spoil banks, and the removal of hills for land leveling within 200 feet of any public road will be permitted, provided that selection criteria is met.

Embankment (DENS CONT) shall be Type C with a max. PI of 40.

Borrow used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

The Contractor's attention is called to the fact that the preliminary test will require approximately 15 days and it is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 164. SEEDING FOR EROSION CONTROL

Cellulose fiber mulch seeding shall be applied in areas designated on the plans or as directed by the Engineer. Prior to seeding, the areas designated shall be finished to a smooth surface for a uniform application of seed.

Seeding shall be accomplished by the Hydromulch method in two applications as shown below:

1st application –
Grass seed and fertilizer
2nd application –
Cellulose Fiber Mulch shall be applied according to the Rate shown in the Standard Specification Book.

Reseeding

Areas requiring reseeding due to the non-establishment of sufficient vegetative cover, shall be reseeded in accordance with Items 164 and 168. The cost for reseeding shall be considered subsidiary to Item 164.

Areas to receive fertilizer are the same as shown for Item 164.

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent Phosphorous and 5 percent Potassium. Fertilizer shall be homogenized. Cost for "Fertilizer" will not be paid for directly but shall be considered subsidiary to Item 164.

Water shall be applied uniformly over areas after seeding or sodding as directed by the Engineer in accordance with applicable provisions of Item 168, "Vegetative Watering". Cost for "Vegetative Watering" will not be paid for directly but shall be considered subsidiary to Item 164.

In addition, the Contractor shall be responsible for a 70% grass coverage in order to comply with stabilization requirements. Vegetative coverage shall be uniform. During this period, water equipment shall be metered and operated under pumping pressure capable of delivering the required quantities of water necessary. Each cycle shall be executed twice weekly, or as directed by the Engineer. Water shall be applied in such a manner as to ensure adequate moisture and be maintained on the grass seeding and not erode the soil in place. During periods of adequate moisture as determined by the Engineer, mechanical watering may not be required. In addition to metering the water equipment, the Contractor shall upon request of the Engineer, provide a logbook showing daily water usage and receipts of water applied.

Upon establishment of 70% vegetative coverage as determined by the Engineer, the Engineer shall have the option to require the Contractor to continue watering as specified for a period not to exceed 30 days.

The basis of the estimate below establishes the approximate quantity of water required to complete one (1) full watering cycle:

*Grass Areas	Gallons/SY	SY	Total Gallons (Minimum)
Back of Curb to R.O.W.	1.4	8,180	11,452

ITEM 216. ROLLING (Proof)

The subgrade will be proof-rolled prior to placement of base course. Work for proof-rolling shall be done in accordance to Item 216 "Rollling (Proof)", except for measurement and payment. This work will not be paid for directly but shall be considered subsidiary to the various bid items.

ITEM 247. FLEXIBLE BASE

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base TY E GR 4 (caliche base) does not meet the requirements of TY A GR 1 base material.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 psi Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

All surplus base not used on the project will remain the property of Hidalgo County and will be delivered to the Precinct 2 yard in Pharr, Texas.

ITEM 260. LIME TREATMENT (ROAD MIXED)

Soft Spots in the Subgrade may be required to receive lime stabilization if directed by the Engineer. Adding, mixing, etc., of the lime for soft spots will not be paid for directly, but shall be considered subsidiary to the the various bid items. Lime used for soft spots will be measured and paid for under bid Item "Lime".

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

ITEM 300. ASPHALT'S, OILS AND EMULSIONS

Temporary ramps/detours and driveways may be performance grade 64-22.

ITEM 301. ASPHALT ANTISTRIPPING AGENTS

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight. If the Hamburg cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime.

ITEM 310. PRIME COAT (CUTBACK ASPHALTIC MATERIAL)

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing base areas within the project limits shall be primed, including turnouts and radii, at the rate of 0.3 gal/sy.

ITEM 340. HOT MIX ASPHALTIC CONCRETE PAVEMENT

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the travelling public with asphaltic material.

Lime shall be used as an anti-stripping agent for this project. The Contractor will note the requirements of this Item on thorough mixing. The Contractor shall ensure thorough mixing of the lime and aggregates by mechanical means as approved by the Engineer.

ITEM 432. RIPRAP

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert, pipe and pipe safety end treatments.

All concrete riprap, except concrete that used on safety end treatments, shall be 4" thick unless otherwise shown on the plans.

ITEM 464. REINFORCED CONCRETE PIPE

The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer. Do not use mortar joints.

ITEM 467. SAFETY END TREATMENT

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 502. BARRICADES, SIGNS AND TRAFFIC HANDLING

The Traffic Control Plan for this project shall be as shown in the plans, as detailed on the "Barricade and Construction Standard" Sheets and as provided for in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replaceable sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Plastic drums shall be used in accordance with the plans and manufacturer's recommendations as approved by the Engineer.

ITEM 529. CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

ITEM 530. DRIVEWAYS AND TURNOUTS

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

ITEM 560. MAILBOX ASSEMBLIES

The existing mailbox assembly shall be relocated and adjusted by the Contractor as required to allow for the proposed construction operations. The Contractor shall coordinate the mailbox relocation and adjustment with the local Post Office and mail delivery person. All work to adjust the mailboxes will not be paid for directly, but shall be considered subsidiary to this Item.

ITEM 644. SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices".

All signs shall be erected according to the locations shown on the signing layout sheets except that the Engineer may shift a sign in order to secure a more desirable location. The Contractor will stake all sign locations as shown in the plans and approved by the Engineer. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, the Contractor will be required to provide aluminum type of sign blanks as provided for under Item 636 for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed by the Engineer and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

The Contractor shall remove the complete sign installation and separate the sign post at the concrete foundation. The Contractor shall dispose of the concrete foundation in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain the property of the County. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by Hidalgo County. The Contractor will be required to haul the removed sign material to the Precinct 2 yard in Pharr, Texas. No signs shall be removed without prior approval of the Engineer.

All excess excavation shall be spread uniformly inside the Right of Way as directed by the Engineer and shall be included in the price of this item.

Certification
Regarding Debarment, Suspension and Ineligibility

A is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Raul Iglesias
Title: Member
Telephone Number: 954-607-0741
Date: 10/24/2012

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return): Asago, LLC

Business name/disregarded entity name, if different from above: Asago Construction

Check appropriate box for federal tax classification (required):
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.): 2113 Pecos St.

City, state, and ZIP code: Mission, TX 78572

Requester's name and address (optional)

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

7	4	–	2	8	2	1	0	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. 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 ▶ R Pedraza V. Date ▶ 10/24/2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Asago, LLC Telephone No. (956) 607-0741

dba Name: Asago Construction

Legal Name:

Mailing Address : 2113 Pecos St. Fax No. (956) 585-7040

Physical Address: same

City, State, Zip Mission, TX, 78572 Tax I.D. No. 74-2821087

Remit to Address : same City, State, Zip

E-Mail Address: raul@asagoconstruction.com

Representative(s) Name(s) & Title(s) Raul Iglesias, Member

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
✓ LLC ____ Sole Proprietor ____ Other, Specify
State Identification No.____ (Please attached completed W-9 form with this application)Federal Identification No. or (if individual) SS No. 74-2821087

State of Incorporation: ____ Date:____ Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ✓ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Raul Iglesias, Member

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No
Indicate Certification No.(s):____ or are Certificate(s) attached?: ☐ Yes ☑ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office: ____ Entry Date: ____ Vendor No.: ____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☑No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

2271522

1 **Name of person who has a business relationship with local governmental entity.**

Raul Iglesias

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

1/11/2012

Date

Adopted 06/29/2007

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2012 02271522

Instrument Number: 2012-2271522

As

Recording

Recorded On: January 11, 2012

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-2271522
Receipt Number: 1247504
Recorded Date/Time: January 11, 2012 01:25P

User / Station: E Castillo - Cash Station 17

Record and Return To:

ASAJO CONSTRUCTION
2113 PECOS STREET
MISSION TX 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 23rd day of October, 2012.

Asago, LLC dba Asago Construction
Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	

Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in

computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Checklist (Required forms for road construction)

Contractor: _____
Contract Amount: _____
Project/Precinct: _____
Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			
				Exhibit E-A

Schedule of Values

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Contract Time Statement

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Colonia Testing Requirements Form

Test Report Table

					Contractor Name				
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Material	Test	Description	Required	Remarks					
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bullentin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

Exhibit E-G

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form K **Exhibit E-K**

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   _____
2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____
6. That the final payment in the amount of _____
   _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Exhibit E-J

Payment Schedule

Contractor Name
Starting Date
Project Ending Date
Retainage Percent

Application No.
Application Date:
Period To:
Engineer Firm

Summary													
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -

Quantity Worksheet

Contractor Name
Starting Date
Project Ending Date
Engineer's / County Project Description

Application No.:
Application Date:
Period To:
Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Revised Rates	Value: Quan	Value: Dollars	First Month: Monthly Quan	First Month: QTY to Date	First Month: Item Cost (Monthly)	Second Month: Monthly Quan	Second Month: QTY to Date	Second Month: Item Cost (Monthly)	Third Month: Monthly Quan	Third Month: QTY to Date	Third Month: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compt in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-D

Project Sign

Texas Department of Transportation
©TxDOT 2006

Your Tax Dollars at Work
Hidalgo County Pct 2

Hector "Tito" Palacios, Commissioner
Border Colonia Access Program

In Partnership with the Texas Department of Transportation

Hidalgo County Pct 2 – Road & Drainage Construction
For
Rancho Escondido Subdivision

Hidalgo County Commissioner's Court

Ramon Garcia	- County Judge
Joel Quintanilla	- Commissioner Pct #1
Hector "Tito" Palacios	- Commissioner Pct #2
Joe M. Flores	- Commissioner Pct #3
Joseph Palacios	- Commissioner Pct #4

Project Contractor: _____

Project Engineer: R. Gutierrez Engineering Corporation

AI-37730 **12. M.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #1233200-1 in the amount of $38,295.72 submitted by CAS Companies in connection with the "Hidalgo County Clerks Re-Roof" Project amid PO#686416 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-412-00-220-010-0-452

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Funding appropriated under PO #686416. Available balance of $92,723.67 as of 3/22/13.

Attachments

Pay Request #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 03:18 PM
Budget & Management	Obdett Calzada	03/19/2013 03:21 PM
Olga Garza	Angela Garcia	03/22/2013 01:26 PM
Glinda Pacheco	Glinda Pacheco	03/22/2013 02:35 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Oscar Garza Started On: 03/18/2013 08:59 AM

Final Approval Date: 03/22/2013

March 01, 2013

Rick Sunday
Infrastructure Systems Manager
Hidalgo County Facilities Management
Edinburg, Texas 78540

RE: Hidalgo County – County Clerk Re-roof
PO# 686416
CAS Invoice #1233200-1

Mr. Sunday,

Attach you will find CAS Invoice for services performed against Hidalgo County Purchase Order #686416. The invoice submitted is representative of the HCPO issued for the work accepted by your office and Hidalgo County.

If there are any questions regard this invoice, please give me a call or email me.

Thanks in advance to Hidalgo County for processing this invoice.

Best regards,

Jason Cuevas
CAS Companies, LP

1306 FM 1092, Ste. 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

3765 S. Alameda, Ste. 315
Corpus Christi, TX 78411
Phone: 361.334.0688

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

www.caslp.com

Invoice

Date	Invoice #
2/28/2013	1233200-1

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
686416	Upon Receipt	2/28/2013	2012-332-00	Re-Roof

Quantity	Description	Price Each	Amount
1	County Clerk Re-Roof Payment Application #1 Contract Amount: $92,723.67 This Draw: $40,311.28 (-) 5% Retainage of $2,015.56 Draw Amount: $38,295.72 Balance Remaining: $54,427.95 TIPS/TAPS: 6072612	38,295.72	38,295.72
		Subtotal	$38,295.72
		Tax (0.0%)	$0.00
		Total	**$38,295.72**

1306 FM 1092, Ste. 304
Missouri City, TX 77459

(281) 499-4747 Office
(281) 499-6655 Fax
ap@caslp.com

All payments shall be mailed to the Missouri City office.

Hidalgo County Clerk Re-roof

02/01/2013 to 02/20/2013 - Pay App #1

								Monthly Payment				Balance to Finish	
Item:	Quantity:	Description:	Unit Rate:	Quantity:	Total Amount:	Qty. Previously Billed	Amnt. Previously Billed:	Monthly Quantity:	Quantity To Date:	Monthly Cost:	Total Cost To Date:	Quantity Remaining:	Amount Remaing:
1	1 Ea.	Genarl Purpose Laborer	$2,125.00	1.00	$2,125.00	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$2,125.00
2	3.5 Ea.	Project Manager	$3,275.00	3.50	$11,462.50	0.00	$0.00	**1.00**	**1.00**	**$3,275.00**	$3,275.00	2.50	$8,187.50
3	4 Ea.	Superintendent	$3,050.00	4.00	$12,200.00	0.00	$0.00	**1.00**	**1.00**	**$3,050.00**	$3,050.00	3.00	$9,150.00
4	4 Ea.	Aerial Lift Rental	$1,772.60	4.00	$7,090.40	0.00	$0.00	**2.00**	**2.00**	**$3,545.20**	$3,545.20	2.00	$3,545.20
5	1 Ea.	Pressure Washer Rental	$344.22	1.00	$344.22	0.00	$0.00	**1.00**	**1.00**	**$344.22**	$344.22	0.00	$0.00
6	4 Ea.	Temp Toilet Rental	$70.88	4.00	$283.52	0.00	$0.00	**4.00**	**4.00**	**$283.52**	$283.52	0.00	$0.00
7	2 Ea.	Mobilization or demobilization, Dozer Loader, Backhoe or Excavator	$188.67	2.00	$377.34	0.00	$0.00	**1.00**	**1.00**	**$188.67**	$188.67	1.00	$188.67
8	4 Ea.	Dumpster Rental	$590.00	4.00	$2,360.00	0.00	$0.00	**2.00**	**2.00**	**$1,180.00**	$1,180.00	2.00	$1,180.00
9	1 LF.	Roof Deck Insulation, Fiberboard HD 1-1/2"	$10,650.00	1.00	$10,650.00	0.00	$0.00	**0.50**	**0.50**	**$5,325.00**	$5,325.00	0.50	$5,325.00
10	4.99 LF.	Elastomeric Roofing	$10,650.00	4.99	$53,143.50	0.00	$0.00	**2.50**	**2.50**	**$26,625.00**	$26,625.00	2.49	$26,518.50
11	2 Ea.	Condensing Unite Demo	$295.85	2.00	$591.70	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	2.00	$591.70
12	2 Ea.	Equipment Connection, To 10 HP, Electrical Demo, Remove	$9.59	2.00	$19.18	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	2.00	$19.18
13	2 Ea.	Motor Connection, Flex Conduit & Fittings	$69.62	2.00	$139.24	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	2.00	$139.24
122	1 ea.	Co Cost Adjusment Coefficient (Discount)	-$8,062.93	1.00	-$8,062.93	0.00	$0.00	**0.4347462770977790**	**0.4347462770977790**	**-$3,505.33**	-$3,505.33	0.57	-$4,557.60
		Totals:	**$25,028.50**	**36.49**	**$92,723.67**	**0.00**	**0.00**	**15.43**	**15.43**	**$40,311.28**	**$40,311.28**	**21.06**	**$52,412.39**
					Total Amount:	**Qty. Previously Billed**	**Amnt. Previously Billed:**	**Monthly Quantity:**	**Quantity To Date:**	**Amount Billed:**	**Total To Date:**	**Quantity Remaining:**	**Amount Remaining:**

Amount Billed:	**$40,311.28**
Retainage Held @ 5%:	**$2,015.56**
Total Ivoiced This Period:	**$38,295.72**

Amount Previously Billed:	**$0.00**	**Retainage Previousley Held:**	**$0.00**
Total Billed:	**$40,311.28**	**Total Retainage Held:**	**$2,015.56**

AI-37726 **12. N.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #1102707-13 in the amount of $13,652.65 submitted by CAS Companies in connection with the "Hidalgo County Morgue Renovation" Project amid PO#663746 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Funding appropriated under PO#663746. Available balance as of 3/22/13.

Attachments

Pay App #13

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 03:17 PM
Budget & Management	Obdett Calzada	03/19/2013 03:18 PM
Olga Garza	Angela Garcia	03/22/2013 01:26 PM
Glinda Pacheco	Glinda Pacheco	03/22/2013 03:37 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Oscar Garza Started On: 03/18/2013 07:23 AM

Final Approval Date: 03/22/2013

March 01, 2013

Rick Sunday
Infrastructure Systems Manager
Hidalgo County Facilities Management
Edinburg, Texas 78540

RE: Hidalgo County – Autopsy Facility
PO# 663746
CAS Invoice #1102707-13

Mr. Sunday,

Attach you will find CAS Invoice for services performed against Hidalgo County Purchase Order #663746. The invoice submitted is representative of the HCPO issued for the work accepted by your office and Hidalgo County.

If there are any questions regard this invoice, please give me a call or email me.

Thanks in advance to Hidalgo County for processing this invoice.

Best regards,

Jason Cuevas
Project Manager/Estimator
CAS Companies, LP

1306 FM 1092, Ste. 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

4402 Congressional
Corpus Christi, TX 78413
361-298-0227

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

www.caslp.com

Invoice

Date	Invoice #
2/28/2013	1102707-13

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
663746	Upon Receipt	2/28/2013	2011-027-07	Autopsy

Quantity	Description	Price Each	Amount
1	Autopsy Payment Application #13 Contract amount: $427,499.02 (+) CO#2: $81,736.17 Total Project: $509,235.19 This Draw: $14,371.21 (-) 5% Retainage of $718.56 Draw Amount: $13,652.65 Balance Remaining to invoice: $53,267.49 TCPN #JOC - R5004	13,652.65	13,652.65
		Subtotal	$13,652.65
		Tax (0.0%)	$0.00
		Total	**$13,652.65**

1306 FM 1092, Ste. 304
Missouri City, TX 77459

(281) 499-4747 Office
(281) 499-6655 Fax
ap@caslp.com

All payments shall be mailed to the Missouri City office.

Hidalgo County Autopsy Build Back Schedule of Values - PO #663746

02/01/2013 to 01/28/2013 - Pay App #13

								Monthly Payment				Balance to Finish	
Item:	Quantity:	Description:	Unit Rate:	Quantity:	Total Amount:	Qty. Previously Billed	Amnt. Previously Billed:	Monthly Quantity:	Quantity To Date:	Monthly Cost:	Total Cost To Date:	Quantity Remaining:	Amount Remaing:
1	40 Hours	Equipment for Removal and Installation of HVAC	$150.00	40.00	$6,000.00	40.00	$6,000.00	0.00	40.00	$0.00	$6,000.00	0.00	$0.00
2	5 ea.	Field Personnel, General Purpose Laborer	$2,075.00	5.00	$10,375.00	5.00	$10,375.00	0.00	5.00	$0.00	$10,375.00	0.00	$0.00
3	5 ea.	Project Mangaer	$3,175.00	5.00	$15,875.00	5.00	$15,875.00	0.00	5.00	$0.00	$15,875.00	0.00	$0.00
4	2 ea.	Superintendent	$2,950.00	2.00	$5,900.00	2.00	$5,900.00	0.00	2.00	$0.00	$5,900.00	0.00	$0.00
5	325 lf.	Selective Site Demo.	$12.94	325.00	$4,205.50	325.00	$4,205.50	0.00	325.00	$0.00	$4,205.50	0.00	$0.00
6	125 lf.	Water, Sewer, Pipe & Fittings Demo	$14.51	125.00	$1,813.75	125.00	$1,813.75	0.00	125.00	$0.00	$1,813.75	0.00	$0.00
7	6353 lf.	Bldg Foundation Demo	$2.29	6,353.00	$14,548.37	6,353.00	$14,548.37	0.00	6,353.00	$0.00	$14,548.37	0.00	$0.00
8	12 ea.	Demo of Plbg. Fixtures	$24.62	12.00	$295.44	12.00	$295.44	0.00	12.00	$0.00	$295.44	0.00	$0.00
9	30 ea.	Containment of Haz. Waste	$64.33	30.00	$1,929.90	30.00	$1,929.90	0.00	30.00	$0.00	$1,929.90	0.00	$0.00
10	11900 lf.	Ceiling Demo	$0.68	11,900.00	$8,092.00	11,900.00	$8,092.00	0.00	11,900.00	$0.00	$8,092.00	0.00	$0.00
11	9 ea.	Structural Concrete, In Place, Column	$706.81	9.00	$6,361.29	9.00	$6,361.29	0.00	9.00	$0.00	$6,361.29	0.00	$0.00
12	3 ea.	Structural Concrete, Footings	$213.42	3.00	$640.26	3.00	$640.26	0.00	3.00	$0.00	$640.26	0.00	$0.00
13	400 ea.	Concrete Sawing, Walls	$4.83	400.00	$1,932.00	400.00	$1,932.00	0.00	400.00	$0.00	$1,932.00	0.00	$0.00
14	1 ea.	Ceiling Support, OH Door	$724.38	1.00	$724.38	1.00	$724.38	0.00	1.00	$0.00	$724.38	0.00	$0.00
15	5 ea.	Column, Structural Tubing	$378.81	5.00	$1,894.05	0.00	$0.00	0.00	0.00	$0.00	$0.00	5.00	$1,894.05
16	100 lb.	Cross Bracing Angles, Structural Reinforcement	$1.87	100.00	$187.00	100.00	$187.00	0.00	100.00	$0.00	$187.00	0.00	$0.00
17	70 ea.	Structural Steel Member	$24.49	70.00	$1,714.30	0.00	$0.00	0.00	0.00	$0.00	$0.00	70.00	$1,714.30
18	400 ea.	Open Web Bar Joist	$8.54	400.00	$3,416.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	400.00	$3,416.00
19	1200 ea.	Metal Roof Decking	$5.94	1,200.00	$7,128.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	1,200.00	$7,128.00
20	1500 ea.	Millwork and Trim Demo	$0.30	1,500.00	$450.00	1,500.00	$450.00	0.00	1,500.00	$0.00	$450.00	0.00	$0.00
21	11900 lf.	Roof Demo	$1.07	11,900.00	$12,733.00	11,900.00	$12,733.00	0.00	11,900.00	$0.00	$12,733.00	0.00	$0.00
22	4 ea.	Window Replacement	$325.76	4.00	$1,303.04	4.00	$1,303.04	0.00	4.00	$0.00	$1,303.04	0.00	$0.00
23	12 ea.	Ext. Door Demo	$13.44	12.00	$161.28	12.00	$161.28	0.00	12.00	$0.00	$161.28	0.00	$0.00
24	5 ea.	Int. Door Demo, 3'	$8.06	5.00	$40.30	5.00	$40.30	0.00	5.00	$0.00	$40.30	0.00	$0.00
25	17 ea.	Metal Door Frame Demo	$25.34	17.00	$430.78	17.00	$430.78	0.00	17.00	$0.00	$430.78	0.00	$0.00
26	1 ea.	Hollow Metal Door	$424.09	1.00	$424.09	1.00	$424.09	0.00	1.00	$0.00	$424.09	0.00	$0.00
27	552 ea.	Int. Wood Door, Arch. Flush	$128.19	552.00	$70,760.88	552.00	$70,760.88	0.00	552.00	$0.00	$70,760.88	0.00	$0.00
28	276 ea.	Int. Wood Door, Arch. Flush	$41.50	276.00	$11,454.00	276.00	$11,454.00	0.00	276.00	$0.00	$11,454.00	0.00	$0.00
29	1 ea.	OH Door, Commercial Stock Steel	$1,455.41	1.00	$1,455.41	1.00	$1,455.41	0.00	1.00	$0.00	$1,455.41	0.00	$0.00
30	1 ea.	OH Door, Residential, Garage	$2,551.03	1.00	$2,551.03	1.00	$2,551.03	0.00	1.00	$0.00	$2,551.03	0.00	$0.00
31	11900 lf.	Celing Demo., Support Wire	$0.45	11,900.00	$5,355.00	11,900.00	$5,355.00	0.00	11,900.00	$0.00	$5,355.00	0.00	$0.00
32	5000 lf.	Flooring Demo, Resilient Sheet	$0.24	5,000.00	$1,200.00	5,000.00	$1,200.00	0.00	5,000.00	$0.00	$1,200.00	0.00	$0.00
33	1553 ea.	Partition Wall	$5.94	1,553.00	$9,224.82	1,553.00	$9,224.82	0.00	1,553.00	$0.00	$9,224.82	0.00	$0.00
34	1553 ea.	Parition Wall, Fire and Water Resistant	$2.90	1,553.00	$4,503.70	1,553.00	$4,503.70	0.00	1,553.00	$0.00	$4,503.70	0.00	$0.00
35	173 ea.	Gypsum Plaster, 3 Coats on wood studs	$22.12	173.00	$3,826.76	173.00	$3,826.76	0.00	173.00	$0.00	$3,826.76	0.00	$0.00
36	1368 lf.	Cermaic Tile Flooring	$6.19	1,368.00	$8,467.92	1,368.00	$8,467.92	0.00	1,368.00	$0.00	$8,467.92	0.00	$0.00
37	11900 lf.	Suspended Ceiling	$1.84	11,900.00	$21,896.00	11,900.00	$21,896.00	0.00	11,900.00	$0.00	$21,896.00	0.00	$0.00
38	4000 lf.	Resilient Flooring	$5.71	4,000.00	$22,840.00	2,275.79	$12,994.75	1,724.21	4,000.00	$9,845.25	$22,840.00	0.00	$0.00
39	23600 lf.	Painting	$0.68	23,600.00	$16,048.00	23,600.01	$16,048.00	0.00	23,600.00	$0.00	$16,048.00	0.00	$0.00
40	1 ea.	Plaque	$1,445.89	1.00	$1,445.89	1.00	$1,445.89	0.00	1.00	$0.00	$1,445.89	0.00	$0.00
41	1 ea.	Elect. Exit Sign	$188.28	1.00	$188.28	1.00	$188.28	0.00	1.00	$0.00	$188.28	0.00	$0.00
42	10 ea.	Toilet Partitions	$315.00	10.00	$3,150.00	7.62	$2,400.00	2.38	10.00	$750.00	$3,150.00	0.00	$0.00
43	2 ea.	Shower Compartments	$736.56	2.00	$1,473.12	2.00	$1,473.12	0.00	2.00	$0.00	$1,473.12	0.00	$0.00
44	2 ea.	Fire Extinguishers	$415.00	2.00	$830.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	2.00	$830.00
45	20 ea.	Wood Shelving, Adjustable Closet Rod	$44.82	20.00	$896.40	20.00	$896.40	0.00	20.00	$0.00	$896.40	0.00	$0.00
46	27 ea.	Laminate Counter Tops	$52.56	27.00	$1,419.12	0.00	$0.00	27.00	27.00	$1,419.12	$1,419.12	0.00	$0.00
47	415 ea.	Pre-Engineered Steel Building	$16.66	415.00	$6,913.90	240.10	$4,000.00	0.00	240.10	$0.00	$4,000.00	174.90	$2,913.90
48	3 ea.	Lavatory Demo	$19.90	3.00	$59.70	3.00	$59.70	0.00	3.00	$0.00	$59.70	0.00	$0.00
49	3 ea.	Sink Demo	$24.88	3.00	$74.64	3.00	$74.64	0.00	3.00	$0.00	$74.64	0.00	$0.00
50	3 ea.	Shower Demo	$59.71	3.00	$179.13	3.00	$179.13	0.00	3.00	$0.00	$179.13	0.00	$0.00
51	4 ea.	Washstation Install, Labor Only	$400.00	4.00	$1,600.00	4.00	$1,600.00	0.00	4.00	$0.00	$1,600.00	0.00	$0.00
52	400 ea.	Pipe Insulation	$10.07	400.00	$4,028.00	400.00	$4,028.00	0.00	400.00	$0.00	$4,028.00	0.00	$0.00
53	1 ea.	Cooler Install, Labor Only	$8,500.00	1.00	$8,500.00	1.00	$8,500.00	0.00	1.00	$0.00	$8,500.00	0.00	$0.00
54	200 lf.	1/2 Diameter Copper Pipe	$6.57	200.00	$1,314.00	200.00	$1,314.00	0.00	200.00	$0.00	$1,314.00	0.00	$0.00
55	200 lf.	1-1/4" Copper Pipe	$16.28	200.00	$3,256.00	200.00	$3,256.00	0.00	200.00	$0.00	$3,256.00	0.00	$0.00
56	10 ea.	Lavatory, Wall Hung	$290.33	10.00	$2,903.30	10.00	$2,903.30	0.00	10.00	$0.00	$2,903.30	0.00	$0.00
57	3 ea.	Urinal, Wall Hung	$538.49	3.00	$1,615.47	3.00	$1,615.47	0.00	3.00	$0.00	$1,615.47	0.00	$0.00
58	170 lf.	HVAC Selective Demo	$2.63	170.00	$447.10	170.00	$447.10	0.00	170.00	$0.00	$447.10	0.00	$0.00
59	57 ea.	Diffuser Demo	$6.53	57.00	$372.21	57.00	$372.21	0.00	57.00	$0.00	$372.21	0.00	$0.00

60	2 ea.	Roof Top A/C	$1,873.78	2.00	$3,747.56	2.00	$3,747.56	**0.00**	**2.00**	**$0.00**	$3,747.56	0.00	$0.00
61	180 lf.	Insulation, Ductwork	$1.25	180.00	$225.00	180.00	$225.00	**0.00**	**180.00**	**$0.00**	$225.00	0.00	$0.00
62	180 lf.	Insulation, Ductwork	$1.37	180.00	$246.60	180.00	$246.60	**0.00**	**180.00**	**$0.00**	$246.60	0.00	$0.00
63	180 lb.	Metal Ductwork	$11.26	180.00	$2,026.80	180.00	$2,026.80	**0.00**	**180.00**	**$0.00**	$2,026.80	0.00	$0.00
64	180 ea.	Metal Ductwork, Spiral Preformed	$45.57	180.00	$8,202.60	180.00	$8,202.60	**0.00**	**180.00**	**$0.00**	$8,202.60	0.00	$0.00
65	4 ea.	Fans, Roof Mounted	$1,313.24	4.00	$5,252.96	4.00	$5,252.96	**0.00**	**4.00**	**$0.00**	$5,252.96	0.00	$0.00
66	2 ea.	Vent Chimney	$139.29	2.00	$278.58	2.00	$278.58	**0.00**	**2.00**	**$0.00**	$278.58	0.00	$0.00
67	1 ea.	Condensor, 5 ton	$2,205.68	1.00	$2,205.68	1.00	$2,205.68	**0.00**	**1.00**	**$0.00**	$2,205.68	0.00	$0.00
68	1 ea.	Condensor, 16 ton	$4,901.18	1.00	$4,901.18	1.00	$4,901.18	**0.00**	**1.00**	**$0.00**	$4,901.18	0.00	$0.00
69	1 ea.	Evaporative Cooler	$560.39	1.00	$560.39	1.00	$560.39	**0.00**	**1.00**	**$0.00**	$560.39	0.00	$0.00
70	1 ea.	Evaporative Cooler, 6090 CFM	$1,749.38	1.00	$1,749.38	1.00	$1,749.38	**0.00**	**1.00**	**$0.00**	$1,749.38	0.00	$0.00
71	1 ea.	Self Contained, Single Packaged AC	$9,013.95	1.00	$9,013.95	1.00	$9,013.95	**0.00**	**1.00**	**$0.00**	$9,013.95	0.00	$0.00
72	3 ea.	Self Contained, Single Packaged AC, 5 ton	$9,013.95	3.00	$27,041.85	3.00	$27,041.85	**0.00**	**3.00**	**$0.00**	$27,041.85	0.00	$0.00
73	50 ea.	Switches,	$127.05	50.00	$6,352.50	50.00	$6,352.50	**0.00**	**50.00**	**$0.00**	$6,352.50	0.00	$0.00
74	50 ea.	Metal Halide Fixtures	$30.13	50.00	$1,506.50	50.00	$1,506.50	**0.00**	**50.00**	**$0.00**	$1,506.50	0.00	$0.00
75	50 ea.	Flourescent Fixture Demo	$26.68	50.00	$1,334.00	50.00	$1,334.00	**0.00**	**50.00**	**$0.00**	$1,334.00	0.00	$0.00
76	2000 ea.	Cope Wire	$31.97	2,000.00	$63,940.00	2,000.00	$63,940.00	**0.00**	**2,000.00**	**$0.00**	$63,940.00	0.00	$0.00
77	100 lf.	EMT, 1-1/2" Dia.	$6.18	100.00	$618.00	100.00	$618.00	**0.00**	**100.00**	**$0.00**	$618.00	0.00	$0.00
78	50 lf.	EMT, 2" Dia.	$7.59	50.00	$379.50	50.00	$379.50	**0.00**	**50.00**	**$0.00**	$379.50	0.00	$0.00
79	50 lf.	EMT, 3" Dia.	$18.20	50.00	$910.00	50.00	$910.00	**0.00**	**50.00**	**$0.00**	$910.00	0.00	$0.00
80	20 ea.	Kitchen Light Fixtures	$190.32	20.00	$3,806.40	20.00	$3,806.40	**0.00**	**20.00**	**$0.00**	$3,806.40	0.00	$0.00
81	10 ea.	Outdoor Wall Mounted Fixture	$270.31	10.00	$2,703.10	10.00	$2,703.10	**0.00**	**10.00**	**$0.00**	$2,703.10	0.00	$0.00
82	60 ea.	Int. Flourescent Fixture	$420.40	60.00	$25,224.00	60.00	$25,224.00	**0.00**	**60.00**	**$0.00**	$25,224.00	0.00	$0.00
83	1 ea.	EMT for Video Camera	$6,504.90	1.00	$6,504.90	1.00	$6,504.90	**0.00**	**1.00**	**$0.00**	$6,504.90	0.00	$0.00
84	1 ea.	EMT for Video Surveillance Monitors	$7,872.86	1.00	$7,872.86	1.00	$7,872.86	**0.00**	**1.00**	**$0.00**	$7,872.86	0.00	$0.00
85	1 ea.	Utiltiy Septic Tank	$6,811.70	1.00	$6,811.70	1.00	$6,811.70	**0.00**	**1.00**	**$0.00**	$6,811.70	0.00	$0.00
86	1 ea.	Coefficient Cost Adjusted	-$114,892.91	1.00	-$114,892.91	0.84	-$103,191.58	**0.0230054352352987**	**0.8678018173619240**	**-$2,643.16**	-$105,834.74	0.13	-$9,058.17
87	1 ea.	Permits	$4,200.00	1.00	$4,200.00	0.30	$1,269.50	**0.00**	**0.30**	**$0.00**	$1,269.50	0.70	$2,930.50
88	1 ea.	Architect/Engineer	$3,500.00	1.00	$3,500.00	1.00	$3,500.00	**0.00**	**1.00**	**$0.00**	$3,500.00	0.00	$0.00
89	1 ea.	Bond	$12,451.43	1.00	$12,451.43	0.86	$10,687.00	**0.00**	**0.86**	**$0.00**	$10,687.00	0.14	$1,764.43
90	1 ea.	CO #1	$81,736.17	1.00	$81,736.17	0.75	$61,000.00	**0.0611724**	**0.81**	**$5,000.00**	$66,000.00	0.19	$15,736.17
		Totals:	**$68,792.15**	**101,017.00**	**$509,235.19**	**97,409.51**	**465,594.80**	**1,753.68**	**0.00**	**$14,371.21**	**$479,966.01**	**1,853.07**	**$29,269.18**
					Total Amount:	**Qty. Previously Billed**	**Amnt. Previously Billed:**	**Monthly Quantity:**	**Quantity To Date:**	**Amount Billed:**	**Total To Date:**	**Quantity Remaining:**	**Amount Remaining:**

Amount Billed:	**$14,371.21**
Retainage Held @ 5%:	**$718.56**
Total Ivoiced This Period:	**$13,652.65**

Amount Previously Billed:	**$465,594.80**	**Retainage Previousley Held:**	**$23,279.74**
Total Billed:	**$479,966.01**	**Total Retainage Held:**	**$23,998.30**

AI-37694 **12. O.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Hon. A. C. Cuellar 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 Pct 1-"Hauling Services for Millings" RFB No.: 2013-107-00-00-SGS. Including the re-advertising of project in the event no Bids, responses are received and/or are rejected and project is still required.

BACKGROUND

1. Current contract expires on April 24, 2013.
2. New contract will commence on April 25, 2013 or upon approval of Commissioner's Court.
3. Proposed Schedule of events:
   1st Advertisement: March 30, 2013
   2nd Advertisement: April 06, 2013
   Bid Opening date: April 17, 2013

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Pct 1 $48,297.73 as of 03/15/13.

Funds available as of 3/22/2013.

PO# 686181

Attachments

Procuement Packet-Draft

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 03:03 PM
Budget & Management	Obdett Calzada	03/19/2013 03:15 PM
Obdett Calzada	Obdett Calzada	03/22/2013 02:04 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Sandy Suarez Started On: 03/15/2013 07:31 AM

Final Approval Date: 03/22/2013

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. A.C. Cuellar, Commissioner
Hidalgo County Precinct No. 1

ATTN: **Jorge Flores**

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

Date: March 14, 2013

Re: Bid No. 2013-107-00-00-SGS-Approval of Specifications for Hidalgo County Precinct No. 1- "HAULING SERVICES FOR MILLINGS"

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If the modified specifications are NOT met, make any and all additional modifications necessary and return the revised copy to 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 #: 3-1200-431-00-121-005-0-346

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	RAUL LOZANO	Pct. 1	3-15-13

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, March 18, 2013, @ 9:00 a.m.

Enclosures

Bid No: 2013-107-00-00-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"HAULING SERVICES FOR MILLINGS'

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 PRECINCT NO. 1 – "HAULING SERVICES FOR MILLINGS"** 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-2013-107-00-00-SGS HIDALGO COUNTY PRECINCT NO. 1 - "HAULING SERVICES FOR MILLINGS"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH 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-2013-107-00-00-SGS RFB-HIDALGO COUNTY PRECINCT NO. 1 – "HAULING SERVICES FOR MILLINGS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY PRECINCT NO. 1– "HAULING SERVICES FOR MILLINGS "** 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 No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596
956-968-8733
Attn: Jorge Flores

17. Schedule of Events

Bid Opening, 9:30 AM	**MONTH 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 PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS "
BID NO.: 2013-107-00-00-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: _____

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County is seeking qualified companies to establish a contract for "Hauling Services for Millings Material" for Hidalgo County Precinct No. 1. All hauling services will be on an "As Needed Basis" by the Precinct.

SPECIFICATIONS, REQUIREMENTS:

1. Millings will be hauled from location of material. The Precinct will load the millings material from project site for vendor to haul to designated area.

2. Due to the size of Hidalgo County Precinct No. 1 and the various location sites throughout, no specific origin or destination sites can be specified.

3. Bid award will be based on **low bid per cubic yard per mile radius** meeting all requirements.

4. Mile radius will start at the point of pickup and end at the designated area.

5. Hidalgo County Precinct No. 1 is requesting a minimum of Ten (10) vendor owned and/or leased hauling trucks that will be available for this bid with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

6. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department upon bid award.

7. 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 coverage's as outlined in Exhibit "C".

8. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" **upon bid award**.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term on an "As Needed Basis" under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement

process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (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.

8. Hidalgo County may utilize **State Awarded Contracts** when it is in the County best interest to do so.

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder. **Insurance requirements for this project to be maintained throughout the contract term (refer to Limits in Exhibit "C").**

10. 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.

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:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL OR VIA FACSMILE NO LATER THAN Month 00, 2013 at 5:00 p.m. to: sandy.suarez@co.hidalgo.tx.us Responses to said inquiries will be sent to all applicants via facsimile by no later than Month 00, 2013 at 5:00 P.M.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-107-00-00

THIS CONTRACT is made and entered into this __**D**ay of **, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____"Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For Millings",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

DRAFT

term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **_____, 2013** and ending on **_____, 2014.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

DRAFT

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties

DRAFT

hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

DRAFT

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2013.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

DRAFT

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

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EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Review for approval-Draft Contract and Specifications-Hauling Services For Millings

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Mar 18, 2013 11:45 AM
Subject : Fwd: Review for approval-Draft Contract and Specifications-Hauling Services For Millings
To : Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Good Job!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, March 18, 2013 7:27:06 AM
Subject: RE: Review for approval-Draft Contract and Specifications-Hauling Services For Millings

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Saturday, March 16, 2013 3:19 PM
To: Steve Crain
Cc: Sandra Suarez; Evangelina Garcia
Subject: Fwd: Review for approval-Draft Contract and Specifications-Hauling Services For Millings

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Saturday, March 16, 2013 10:25:01 AM
Subject: Review for approval-Draft Contract and Specifications-Hauling Services For Millings

Good Morning Marty:
Please forward to legal for their review as to form the draft service contract including the specifications for the "Hauling Services Of Millings" for Precinct One. Buyer needs to

start the procurement process asap inasmuch as the current extended contract in place is already on the sixty day extension which is due to expire on April 24, 2013.

Thank you

AI-36669 **12. P.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Comm. A. C. Cuellar Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pedro Garcia, Parks Director, Hidalgo County Precinct One is formally requesting the removal of asset #37101, a 2002 Ford F250, VIN: 1FTNW21F92EA52929 from the County's Inventory List due to theft as supported by documentation attached.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact as asset has no value.

Attachments

Affidavit

Police Report

Depreciation Report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 10:23 AM
Budget & Management	Obdett Calzada	03/19/2013 10:51 AM
Obdett Calzada	Obdett Calzada	03/19/2013 12:59 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Dagoberto Rios Started On: 01/29/2013 09:22 AM

Final Approval Date: 03/22/2013

AFFIDAVIT

State Of Texas

County of Hidalgo

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Pedro Garcia, who after being duly sworn, deposes and says:

My name is Pedro Garcia and I am the Parks Director at Hidalgo County, Precinct 1. It is my intent to attest that item with asset number 037101 – 2002 Ford F250 – VIN: 1FTNW21F92EA52929 is no longer in the possession of the Hidalgo County, Precinct 1 due to theft of the vehicle. A police report and a property loss notice have been included as back up information. I am therefore formally requesting that the item be removed from the Hidalgo County inventory list. All additional pertinent back up information has been provided.

DATED this the 25th day of January, 2013

Signature of Affiant

SWORN to subscribed before me, this 25th day January, 2013

NOTARY PUBLIC

My Commission Expires:

2-14-15

NORA GONZALEZ
My Commission Expires
February 14, 2015

HIDALGO COUNTY SHERIFF'S OFFICE
OFFENSE / INCIDENT REPORT

CASE NUMBER: 12-27352

OFFENSE

OFFENSE: Theft (TFTB)	HOW REPORTED (CIRCLE ONE): SELF INITIATED / FLAGGED DOWN / CALL FOR SERVICE / OTHER	CODE: 31.03	■ FELONY ☐ MISDEMEANOR	
OFFENSE: -		CODE:	☐ FELONY ☐ MISDEMEANOR	
DATE OFFENSE REPORTED: 7/10/12	TIME OFFENSE REPORTED: 7:55 AM (PM)	DAY(S) OF OCCURRENCE: S M (T) W T F S	OFFENSE CODES: FBI CODE: 23990004	UCR CODE: 7A

LOCATION OF OFFENSE (STREET ADDRESS): N. Charles Green on FM 88, Delta Lake Pct 1
28312 FM 88 Edcouch TX 78538
☐ Bus ■ Residence ☐ School ☐ Other

SECTOR: ES-6
SUBD. CODE: Edc

■ Preliminary ☐ Impound ☐ Gang Related
☐ Supplement ☐ Juvenile ☐ Mental Comm.
☐ Arrest ☐ Adult ☐ Warrant Serve
☐ Family Violence ☐ Recovered Stolen ☐ Other

VICTIM/WITNESS

VICTIM/WITNESS NAME/R.P.: Hidalgo County Pct 1							ADDRESS: 28312 FM 88 Edcouch TX 78538		RES. PHONE: 472-197
DRIVER'S LICENSE:							SOCIAL SECURITY NO.:		
DATE OF BIRTH	SEX	RACE	EYES	HT.	WT.	HAIR	EMPLOYER/SCHOOL	BUSINESS/SCHOOL ADDRESS	BUS. PHONE
VICTIM/WITNESS NAME:							ADDRESS:		RES. PHONE:
DRIVER'S LICENSE:							SOCIAL SECURITY NO.:		
DATE OF BIRTH	SEX	RACE	EYES	HT.	WT.	HAIR	EMPLOYER/SCHOOL	BUSINESS/SCHOOL ADDRESS	BUS. PHONE
VICTIM/WITNESS NAME: Reporting Party Santiago Zavala JR							ADDRESS: 209 Amistad Lane Weslaco TX 78596		RES. PHONE: 464-965
DRIVER'S LICENSE: TX-DL 10224238							SOCIAL SECURITY NO.: not on Hand		
DATE OF BIRTH	SEX	RACE	EYES	HT.	WT.	HAIR	EMPLOYER SCHOOL	BUSINESS/SCHOOL ADDRESS	BUS. PHONE
8-21-59	M	W	brN	511	240	BlK	Hidalgo County Pct 1	Edcouch TX	463-545

OFFICER/ACTIONS

DIVISION NOTIFIED	DATE	TIME AM / PM	DIVISION INVESTIGATOR			
PHOTOGRAPHS TAKEN ☐ YES ☐ NO	DATE TAKEN	PHOTOGRAPHER	EVIDENCE CONTROL OFFICER			
DISPOSITION OF EVIDENCE: 1. Latent finger print Card						
TIME DISPATCHED: 8:13 AM	TIME 10-23: 8:33 AM	TIME 10-8: 9:05 AM				
REPORTING OFFICER: FRANCISCO T. MEDRANO	EMP. #: 4494	DIVISION: Patrol	PARTNER	EMP #	DIVISION	
APPROVED BY:	EMP. #	DIVISION				

HIDALGO COUNTY SHERIFF'S OFFICE
OFFENSE / INCIDENT REPORT

CASE NUMBER: 12-27352

NARRATIVE:

Made contact with Santiago Zavala (8-21-59) who said:

- He is the foremen for Delta Lake Park Precinct 1
- He would like to report a county vehicle stolen
- He last saw the vehicle a 2002 white Ford F-250 yesterday 7/9/12 at 5:00pm
- He secures all county vehicles near the gated shop inside Delta Lake
- He arrived today 7/10/12 at 7:55AM
- He saw the entrance gate to the maintence shop damaged
- He saw the Ford F-250 TX LP's 517-914 was missing
- He called the sheriffs office
- He has cameras on the property but doesn't know how to operate them
- He is having a technician stop by the office today to make the video available
- He would like to file charges for Hidalgo County Precinct 1
- He doesn't suspect anyone

Deputy Actions & observations

- Arrived at location
- obtained Information
- Saw the entrance gate badly damaged, as if the suspects drove through the gate to leave
- Processed the gate and lock for fingerprints and recovered one
- Provided Case Number & Resumed Patron
- Entered Item as stolen Vic # V0553557546

HIDALGO COUNTY SHERIFF'S DEPT
OFFENSE / INCIDENT REPORT

CASE NUMBER 12-27352

PROPERTY REPORTING FORM

PROPERTY / VEHICLE

E	R	S	D	ARTICLE	SERIAL / ID NUMBER	VALUE
			X	FRONT HURRICANE FENCE GATE		$ 600.00
						$
						$
						$
						$
						$
						$
						$
						$
						$
						$
						$
						$
						$
						$
						$
						$
						$
				A true Copy I certify		$
				Guadalupe "Lupe" Treviño		$
				Sheriff, Hidalgo County		$
				By VM Unit #2481		$
						$
						$
						$
						$
						$
						$
						$
						$
						$
		X		LICENSE NO 817914 / STATE TX / YR 02 / MAKE Ford	MODEL F250 / COLOR Wht.	VALUE $ 20,000

VIN NUMBER	VEHICLE MARKS / DAMAGE / DECALS / COMMENTS
1FTNW21F92FA52929	County Pct. 1, county tag: 37101, 7.059

LICENSE NO	STATE	YR	MAKE	MODEL	COLOR	VALUE
						$

VIN NUMBER	VEHICLE MARKS / DAMAGE / DECALS / COMMENTS

Supplement

Progress Report

Case: 12-27352

Offense: Theft

Victim: Hidalgo County

Suspect:

Evidence Disposition: entered as stolen

Narrative: On 07-10-12, Deputy Francisco Medrano made contact with reporting party who stated that somebody broke into the facility and stole a Ford F-250. Vehicle was entered as stolen.

On 07-12-12, Inv. Ernesto Solis met with Pete Garcia who provided an affidavit in which he stated that he wanted to file charges on behalf of the county. A copy of the surveillance images was also obtained. The faces of the subjects can not be made out clearly due to the quality and poor light conditions of the area.

Case closed due to the lack of suspect information. 07-13-12

Reported by: Inv. Ernesto Solis #3847

Supervisor:_____

ACORD

PROPERTY LOSS NOTICE

12.07.10.0755

DATE (MM/DD/YYYY): 09-24-2012

AGENCY	PHONE (A/C, No, Ext): (956) 968-5521
Montalvo Insurance Agency	
208 South Texas Blvd	
PO Box 2	
Weslaco TX 78599	
FAX (A/C, No):	
E-MAIL ADDRESS:	
CODE:	SUB CODE:
AGENCY CUSTOMER ID:	

MISCELLANEOUS INFO (Site & location code):

DATE OF LOSS AND TIME: 07-10-2012 | 7:55 ☐ AM ☐ PM

PREVIOUSLY REPORTED: ☐ YES ☑ NO

POLICY TYPE	COMPANY AND POLICY NUMBER	NAIC CODE	POLICY DATES
PROP/HOME	CO: Federal Insurance Company		EFF: 1/1/2012
	POL: 35834670		EXP: 1/1/2013
FLOOD	CO:		EFF:
	POL:		EXP:
WIND	CO:		EFF:
	POL:		EXP:

INSURED

NAME AND ADDRESS OF INSURED	DATE OF BIRTH
Hidalgo County	SOC SEC # OR FEIN:
PO Box 1356	
Edinburg TX 78540	
RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)
CELL PHONE (A/C, No)	E-MAIL ADDRESS
NAME AND ADDRESS OF SPOUSE (IF APPLICABLE)	DATE OF BIRTH
	SOC SEC # OR FEIN:

CONTACT

☐ CONTACT INSURED

NAME AND ADDRESS	
Hidalgo County Pct. 1 1902 Joe Stephens Weslaco, TX	
RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)
CELL PHONE (A/C, No)	E-MAIL ADDRESS
WHERE TO CONTACT	WHEN TO CONTACT

LOSS

LOCATION OF LOSS: Delta Lake Park 28312 FM 788 Edcouch, TX

POLICE OR FIRE DEPT TO WHICH REPORTED: Case # 12-27352 Hidalgo County Sheriff's office

KIND OF LOSS: ☐ FIRE ☑ THEFT ☐ LIGHTNING ☐ HAIL ☐ FLOOD ☐ WIND ☐ OTHER (explain)

PROBABLE AMOUNT ENTIRE LOSS:

DESCRIPTION OF LOSS & DAMAGE (Use separate sheet, if necessary)

2002 Ford F-250
TXLP's - 817-914
VIN: 1FTNW21F92FA52929

POLICY INFORMATION

MORTGAGEE

☐ NO MORTGAGEE

HOMEOWNER POLICIES SECTION 1 ONLY (Complete for coverages A, B, C, D & additional coverages. For Homeowners Section II Liability Losses, use ACORD 3.)

A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE	DEDUCTIBLES	DESCRIBE ADDITIONAL COVERAGES PROVIDED ON

☐ COVERAGE A. EXCLUDES WIND

SUBJECT TO FORMS (Insert form numbers and edition dates, special deductibles)

FIRE, ALLIED LINES & MULTI-PERIL POLICIES (Complete only those items involved in loss)

ITEM	SUBJECT OF INSURANCE	AMOUNT	% COINS	DEDUCTIBLE	COVERAGE AND/OR DESCRIPTION OF PROPERTY INSURED
	☐ BLDG ☐ CNTS			$25,000	Wind/Hail Deductible 2% Minimum $25,000
	☐ BLDG ☐ CNTS				
	☐ BLDG ☐ CNTS				

SUBJECT TO FORMS (Insert form numbers and edition dates, special deductibles)

FLOOD POLICY										
	BUILDING:	DEDUCTIBLE:	ZONE	☐ PRE FIRM ☐ POST FIRM	DIFF IN ELEV	FORM TYPE	☐ GENERAL DWELLING	☐ CONDO
	CONTENTS:	DEDUCTIBLE:						

WIND POLICY	BUILDING	DEDUCTIBLE	CONTENTS	ZONE	FORM TYPE	☐ GENERAL DWELLING	☐ CONDO

REMARKS/OTHER INSURANCE (List companies, policy numbers, coverages & policy amounts)/NY ONLY: PREVIOUS ADDRESS OF INSURED & WIFE'S MAIDEN NAME

County vehicle stolen from park by unknown number of suspects

CAT #	FICO #	ADJUSTER ASSIGNED	ADJUSTER #	DATE ASSIGNED

REPORTED BY	REPORTED TO	SIGNATURE OF INSURED	SIGNATURE OF PRODUCER
Pct. 1	Security Division		

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Case Notes

Pct 1

County's Claim # 12-07-10-0755

Claimant's Name County of Hidalgo Employee's Name N/A

Dept Pct 1 Cause # Travelers Claim #

Tristar Claim # County Attny Claimant Attny

Date	Time	Comments
09-24-12		No Contact has made with Sheriff's office Investigator. has not returned call. Case was closed by Investigator 3 days after report being filed (07-10-12). Vehicle was entered into TCIC/NCIC Data system. Nic # V055357546. refer to sheriff's office incident's reports for further information.
9-24-12	4:40 pm	Keep local / case Inactive pending location of the Vehicle.
		Fwd copy along with case notes to Fixed Assets

CC file to: Date: Page of

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: DAGO RIOS
Requested By: MARTHA SALAZAR
Date: 1/29/2013

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Year	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
037101	2002 FORD F250 PICK UP TRUCK	31,285.01	9/28/01	2001	2013	7	12	$3,128.50	$28,156.51	$4,022.36	$48,268.30	$0.00

AI-37672 **12. Q.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Hon. Leticia Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

398th District Court:

Requesting authority to enter into a 36-month new copier (capital) lease for a WC7120P copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 through Requisition #231600 in the amount of $244.59/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-009-001-0-780

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

BUDGETARY IMPACT:

Funds available as of 03/20/2013, refer to Req #00231600.

Attachments

Requisition

Quote

Web Price

Capital Log Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 03:02 PM
Budget & Management	Obdett Calzada	03/19/2013 03:14 PM
Sylvia Solis	Sylvia Solis	03/22/2013 10:55 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Matilde Faz Started On: 03/13/2013 04:05 PM

Final Approval Date: 03/22/2013

Requisition

Req # 00231600

PO #

Date: 02/13/13

Consent # 37672 3/26/13

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: 398th District Court
100 N. Closner, 2nd Floor
Edinburg TX 78539

Contact: ESTER CANTU
956-318-2470

Contract No: SMARTBUY

Special Instructions:

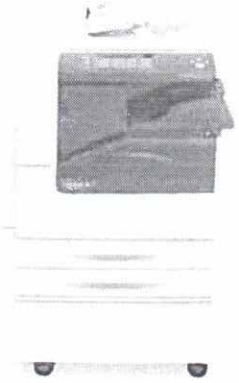
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		398TH DISTRICT COURT TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION SMARTBUY PURCHASE ORDER TRADE-IN SERIAL #KAA-131618 DO NOT DUPLICATE ORDER		
1.00	EACH	CO NEW 36 MONTH (CAPITAL) LEASE COPIER EQUIP DESCRIPTION COMMODITY CODE: 985-13-24001-4 XEROX WORKCENTRE 7120P 20 BLACK/WHITE PPM DIGITAL COPIER 20 COLOR PPM DIGITAL COPIER PRINTER WITH TWO-520 SHEET TRAY, 100 SHEET BYPASS TRAY, DADF, NAT Kit, DADF, 2GB PLUS 80GB HARD DRIVE, INTEGRATED FINISHER PRICE INCLUDES 5,000 B/W IMPRESSIONS ALL EXCESS B/W PRINTS AT $0.0084 EACH 1,850 COLOR IMPRESSIONS ALL EXCESS COLOR PRINTS AT $0.0690 EACH	.00	.00
10.00	MONTH	CO NEW 36 MONTH (CAPITAL) LEASE COPIER TERM 985-13-24100-4	215.21	2,152.10
10.00	MONTH	CO NEW 36 MONTH SCAN TO PC SE 985-13-24109-5	11.21	112.10
10.00	MONTH	CO NEW 36 MONTH ANALYST SERVICES 985-13-24107-9	18.17	181.70
		Account No	Encumbrance	
		3-1100-412-00-009-001-0-780	2,445.90	
			Freight	.00
			Total	2,445.90
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

231600
398th
District
Court

XEROX 985-L2 LEASE

PRICING



xerox

Damaris Morales
Account Manager
Email:damaris@xrxinc.com

XBC BUSINESS CONSULTANTS, INC.
708 N. McColl Rd. • McAllen, TX 78501 • Supply 1 800 822-2200 • Service 1 800 821-2797

McAllen (956) 682-1820 | Fax (956) 618-4501 | Mobile (956) 634-1108

XEROX WORKCENTRE 7120P
20 black / white ppm digital copier
20 color ppm digital copier
Printer with two-520 sheet Tray, 100 Sheet Bypass Tray, DADF, NAT Kit, DADF, 2GB plus 80GB hard drive, Integrated Finisher

Price includes
5,000 B/W impressions
All excess B/W prints at $0.0084 each
1,850 color impressions
All excess Color prints at $0.0690 each

	Monthly Base	Commodity Codes
Equip Description/Qty	$0.0	985-13-24001-4
36 month term	$215.21	985-13-24100-4
Scan to PC SE	$ 11.21	985-13-24109-5
Analyst Services	$ 18.17	985-13-24107-9
Total Monthly	$244.59 ✓	
Cash Purchase Option	$ 8,805.24 ✓	

xerox

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

Department: 398th District Court
Requisition No. 231600
985-L2-PHOTOCOPIER LEASE AND RENTAL
Start Date: 05/2009
End Date: 08/2013

98513240014	N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range IVW7120PT & INTGDFN: Base Unit, Up to 20 ppm (black & white) 20 ppm (color)	TX	ea	0.00
98513241004	N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range IVW7120PT & INTGDFN. 36 Month Lease Includes: 5,000 Black & White Overage Charge Per Copy: $0.0084 Each. 1,850 Color Copies Overage Charge Per Copy $0.0690 Each	TX	mo	215.21
98513241095	N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range IVSCN2SE-5: W7120PT. Scan to PC Desktop 5 Seat Licenses. 36 Month Lease	TX	mo	11.21
98513241079	N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range IVCust Ed/Consulting : W7120PT. (CE-$252; Consult-$285) - Required for printing. 36 Month Lease	TX	mo	18.17

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)
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63	N	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
2/26/2013	25	County Crt Law 5	230656	985-L2	2/26/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease
2/26/2013	170	Auditor Admin	229727	985-L2	2/26/2013	WC7530P	$291.43	N	N	36	60	$10,491.48	$10,491.48	Capital Lease
2/26/2013	170	Auditor Inter Audit	231055	985-L2	2/26/2013	WC5745P	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/4/2013	85	Public Defenders	231671	985-L2	3/4/2013	WC7120P	$233.38	N	N	36	60	$8,401.68	$8,401.68	Capital Lease
3/5/2013	170	AUDITOR	231447	985-L2	3/5/2013	WC5745PT	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/26/2013	350	WIC (28)	230709	985-L2	3/26/2013	iR1025N	$18.37	N	N	60	60	$1,102.20	$1,102.20	Capital Lease
3/26/2013	8	389th Dist. Court	230271	985-L2	3/26/2013	WC7120P	$252.65	N	N	36	60	$9,095.40	$9,095.40	Capital Lease
3/26/2013	9	398th Dist. Court	231600	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	6	332nd Dist. Court	231141	985-L2	3/26/2013	WC5745	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
								N	N		60	$0.00		

AI-37666 **12. R.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Hidalgo County:

Requesting approval to clarify CC action taken on 12-28-12 in connection with (AI-35856-b regular agenda in reference to the authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County owned vehicles and equipment from the vendors identified and detailed revised list hereto through the established and approved procedures for the requisition and purchase orders with said authority to extend through December 31, **2013**.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact.

Goods/services are on an as needed basis. Funds must be in place at time of purchase.

Attachments

exemption

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 02:52 PM
Budget & Management	Obdett Calzada	03/19/2013 03:12 PM
Rosalinda Cantu	Rosie Cantu	03/22/2013 01:36 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Matilde Faz Started On: 03/13/2013 03:06 PM

Final Approval Date: 03/22/2013

3/26/13
Approval + clarify year
AI37666 Consent

AI-35856
CC REGULAR
Meeting Date: 12/28/2012

Purchasing Department **29. A. 5.**

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Sections-.024(a)(3)-"an item necessary because of unforeseen damage to public property;", and (7)-"an item that can be obtained from only one source, including"-(D) "captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs"; (B) films, manuscripts, or books:

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipments from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2012;3

c. Requesting authority to purchase parts for County-owned heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2013;

d. Requesting authority to purchase parts for vendors that provide books, publications, films and manuscripts as detailed in attachments herein for those applicable Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities through all funding sources;

e. Requesting exemption from competitive bidding requirements under Tx. Local Govn.Code, Chapter 262, Section .024(a)(8)(d)"an item of food for Sheriff Office, Adult Detention Facility, aka, County Jail), Texas Agrilife Extension Service including all other Hidalgo County Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities (i.e. Adult & Juvenile) through all funding sources;

f. Pursuant to same statute, specifically 262.024(d), action the following:
1. Solicitation of at least three (3) quotes by:
2. Telephone;
3. Written quotations;

g. Set the intervals for the solicitation of quotes for:
1. Current & historic time frame is 30 days;
2. Other as approved _____;

h. Presentation for approval of the proposed draft solicitation quote/bid form including, terms, conditions, requirements, as detailed on Hidalgo County Purchase Order document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Goods and services are on an "as needed" basis; funding to be determined at the time purchases are made by user depts.

Attachments

Local Gov. Code 262.024
Hidalgo County Policies and Procedures
Seal Quote Form
Food Tabulation Form
Vendors List
Exemption Form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/21/2012 02:52 PM
Budget & Management	Obdett Calzada	12/21/2012 03:27 PM
Ivan Cantu	Ivan Cantu	12/21/2012 03:50 PM
Auditor's Office	Angela Garcia	12/23/2012 10:01 PM

Form Started By: Marty Salazar Started On: 12/17/2012 02:54 PM

Final Approval Date: 12/23/2012

2012-2013
VENDOR'S LIST FOR
HIDALGO COUNTY
(OWNED)
VEHICLES / EQUIPMENT / HEAVY EQUIPMENT / MACHINERY – PARTS & REPAIRS

Vendor No.	Company Name	Address	City
347612	A-1 Auto Glass LLC	517 N. 10th St.	McAllen
000426	Aamatic Transmissions	616 S. 23rd.	McAllen
371823	Aamco Transmissions	120 S. 23rd.	McAllen
089885	Action Hydraulic Hoses, Etc.	1010 W. Kika De La Garza	Mission
318108	American Machine Shop & Pumps	2120 E. Richardson	Edinburg
001864	Amigo Implement Company, Inc.	304 W. Monte Cristo Rd.	Edinburg
001961	Anderson Equipment Co. Inc.	P. O. Box 662	Pharr
003166	Barbee-Neuhaus Impl Co.	2000 E. Expressway 83	Weslaco
096822	Bert Ogden Chevrolet, Inc.	1400 E. Expressway 83	Mission
323144	Bert Ogden McAllen Motors, Inc.	P. O. Box 3098	McAllen
003654	Bert Ogden Motors, Inc.	4221 S. Hwy. 281	Edinburg
291277	Bert Ogden RGV RV Center, Inc.	1400 E. Expressway 83	Mission
004014	Boggus Motor Sales L.P.	1400 E. Highway 83	McAllen
004057	Border Engine Rebuilders	100 International Blvd.	Weslaco
4537	Burton Auto Supply, Inc.	P. O. Box 2201	Decatur, AL
43265	Camco Wheel & Axle	P. O. Box	Pharr
284041	Carrillo Investments, Inc. d/b/a Vic's Auto Rebuilders		Pharr
006041	Charles Clark Chevrolet Co.	P. O. Box 938	McAllen
213861	Collision Masters Auto Body Shop d/b/a Tow Masters Wrecker		Mission
247774	D & R Glass etc. Inc. d/b/a Glass Etc.		McAllen
353787	Doggett Equipment Services Group LTD	D/B/A Toyota Lift of Texas	Houston
324493	Doggett Heavy Machinery Services LTD	705 E. Nolana Loop	Pharr
326577	E. R. Paint Shop	2420 W. Monte Cristo Rd.	Edinburg
174181	Edinburg Machine Shop		Edinburg
011266	Ernie's Service LLC	1912 N. Cage	Pharr
349631	Falcon Seal & Supply	P. O. Box 2643	McAllen
344699	Fiesta Chevrolet, Inc.	4002 S. Expressway 281	Edinburg

248649	FleetPride	P. O. Box 847118	Dallas
013129	French-Ellison Truck Center, LTD	4300 N. Cage St.	Pharr
013161	Fuel Injection Service Inc.	3401 N. Cage	Pharr
231266	G & S Glass LLC	616 N. Closner	Edinburg
242101	H & V Equipment, Inc.	P. O. Box 909	Progreso
252468	Hacienda Ford	3010 W. University	Edinburg
094366	Holt Texas LTD d/b/a Holt Cat	P. O. Box 911975	Dallas
279838	Interstate All Battery Centers	2302 Red River Dr.	Mission
259969	Interstate Battery of Texas Valley	5510 N. Cage Blvd. Ste. R	Pharr
179442	Ivan's Automotive	2245 S. Closner	Edinburg
309125	J & M Hydraulics	P. O. Box 1319	Mercedes
279315	Jesse's Radiator & Muffler Shop	617 N. Airport Dr.	Weslaco
306878	Jesse's Radiator & Muffler Shop	440 W. Bus. Hwy. 83	San Juan
181218	Jesse's Star Muffler & Truck Accessories		McAllen
169757	Kip's Kwik Lube Center, Inc.	P. O. Box 532189	Harlingen
192503	Lima's Auto Repair	2601 W. Auburn Ave.	McAllen
164755	Mare's Windshield/Glass	505 E. Schunior	Edinburg
125334	Mingo's Car Klinic	510 N. Closner	Edinburg
24996	Mission Auto Electric, Inc.	P. O. Box 578	Mission
275506	Mobile Relays Partners, LTD	P. O. Box 1808	McAllen
352799	Norfoxx Refrigeration Inc.	415 Texas Ave. Ste. A	Round Rock
195545	Nueces Power Equipment	P. O. Box 4789	Corpus Christi
221945	O'Rielly Auto Parts	233 S. Patterson	Springfield, MO
374059	Pasargad, LLC	4005 W. US Hwy. 83	McAllen
370045	Peña's Spray on Bedliners	6912 Loma Linda	Mission
150797	Petroleum Solutions, Inc.	P. O. Box 2346	McAllen
91987	Pueblo Tires & Service		McAllen
315486	Radiadores Del Valle	9514 N. FM 1015	Mercedes
156876	Ram Truck Service, Inc.	2500 W. Expressway 83	Mission
299715	Raul Longoria Radiator Shop	3302 S. Raul Longoria Rd.	Edinburg
377627	Rene's Starter & Alternator Remanufacturing	P. O. Box 3303	Mission
174343	Reyes Tarp & Tents	802 W. State	Pharr
216607	Rio Hydraulic Sales & Service	1213 E. Tamarack	McAllen

283797	Romco Equipment Co.	P. O. Box 841496	Dallas
218332	Rush Equipment Centers Of Texas, Inc.	10100 N. Loop East	Houston
269123	Rush Truck Center of Texas, LP	Department 1265	Birmingham, AL
93963	Safety Kleen Systems, Inc.	P. O. Box 650509	Dallas
33766	Sea Garden Sales d/b/a SGS, Ind.	2771 Robindale	Brownsville
033871	Seiver Implement Co. Inc.	P. O. Box 699	Donna
311987	Sepulveda's Auto Service #2	2204 Olmo Ave.	San Juan
034754	South Hi Way Garage Inc.	2325 S. Hwy. 281	Edinburg
34797	South Texas Communications	P. O. Box 3712	McAllen
204803	South Texas Freightliner, Inc.	P. O. Box 2201	Decatur, AL
035173	Spikes Motor Company	P. O. Drawer 393	Mission
213039	Stewart & Stevenson Services Inc.	601 W. 38th/P. O. Box200441	Houston
372854	Stutz Auto Service Inc.	2408 W. Pecan Blvd.	McAllen
135224	Summit Manufacturing Inc.	P. O. Box 626	Mission
336319	Superior Oil Express	1704 S. Sugar Rd.	Edinburg
302007	TCI Tire Centers	403 E. Expressway	Pharr
223638	Texas Tarps	P. O. Box 1109	La Blanca
037214	Texas Tool Company	309 (K) Center St.	McAllen
347078	Three Star Muffler Shop	901 E. University Dr.	Edinburg
214264	Tri-County Communications, LTD	1421 E. Pike Blvd.	Weslaco
38873	Truckers Equipment Inc.	P. O. Box 4727	Corpus Christi
132799	Valley Outdoor Power Equipment Inc.	1012 E. Ferguson	Pharr
197807	Valley Volvo Truck Center	P. O. Box 1090	Pharr
206571	Vermeer Equipment of Texas, Inc.	P. O. Box 224991	Dallas
208078	Video Sound & Light Enterprises, Inc.	3716 S. US Hwy. 281	Edinburg
078344	Weaks Martin Implement Co., Inc.	P. O. Box 910	Mission
268755	Weldinghouse	705 N. Navigation	Corpus Christi
179701	Weslaco Ford-Mercury Inc.	800 E. Expressway 83	Weslaco
041424	Weslaco Motors	2401 E. Expressway 83	Weslaco
220833	Windshield Xpress	101 E. Warren St.	Pharr

AI-37615 **12. S.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Comm. A. C. Cuellar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the County's option to extend the one (1) year renewal as allowed under Contract #C-12-018-03-06-Hauling Services For All Road Materials with Universal Trucker, Inc. under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

This contract is used on an "As Needed Basis"

Funds are Available as of 03/19/13

3-1200-431-00-121-005-0-346
3-1342-431-00-121-085-0-731

Attachments

Universal Truckers Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 11:11 AM
Budget & Management	Obdett Calzada	03/19/2013 12:38 PM
Obdett Calzada	Obdett Calzada	03/19/2013 02:27 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Vangie Garcia Started On: 03/11/2013 10:44 AM

Final Approval Date: 03/22/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 11, 2013

Bernardo Saenz Jr.
dba Universal Trucker, Inc.
Attn: Bernardo Saenz, Jr.
P.O. Box 653
Alamo, Texas 78516

Via: Certified Mail #7099-3220-00029745-1413
Email: bernardosaenz95@yahoo.com

Re: Extension of Contract #C-12-018-03-06-Hauling Services For All Road Materials

Dear Mr. Saenz:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the one(1) year renewal as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, March 26, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, March 13, 2013 and or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-018-03-06

THIS CONTRACT is made and entered into this **6th Day** of **March, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Universal Truckers Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials** for **Precinct No.1",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 29, 2012** and ending on **April 28, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall

have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**Universal Truckers, Inc.** **Attn: Bernardo Saenz, Jr.** **P.O. Box 653** **Alamo, Texas 78516**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written

notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 3/6/2012

COMPANY: UNIVERSAL TRUCKERS INC

By: _____

Printed Name: BERNARDO SAENZ

Title: OWNER

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: 3/6/12

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2011

_____

_____

_____

_____

RE: Hidalgo County-Precinct 1
Request for Bids – "Hauling Services for All Road Materials"
Bid Nº 2011-018-01-04-YZV

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

"HAULING SERVICES FOR ALL ROAD MATERIALS FOR HIDALGO COUNTY PRECINCT 1"

Bid No: 2012-018-01-04-YZV

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 4 page.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Certification Regarding Debarment 1 pages.**
9. **Draft Service Contract consisting of 8 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

12-12-2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2012-018-01-04	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 1

"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID OPENING DATE

JANUARY 04, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County Precinct 1 –HAULING SERVICES FOR ALL ROAD MATERIALS** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-018-01-04-YZV "HAULING SERVICES FOR ALL ROAD MATERIALS"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 04, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2012-018-01-04-YZV-RFB-"HAULING SERVICES FOR ALL ROAD MATERIALS-HIDALGO COUNTY PRECINCT 1".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County**.**

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HAULING SERVICES FOR ALL ROAD MATERIAL-HIDALGO COUNTY PRECINCT 1"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
TEL: (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	**JANUARY 04, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess

of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct

business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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

"HAULING SERVICES FOR ALL ROAD MATERIALS HIDALGO COUNTY PRECINCT 1"

BID NO.: 2012-018-01-04-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2012-018-01-04-YZV
SPECIFICATIONS/REQUIREMENTS

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 1 - and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an **"As Needed Basis"** by the precinct.

1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

   Location of current pits and plants are as follows:

   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso and La Joya Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso and La Joya Plant)
   - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.

2) Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

3) **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**

4) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit-"E".

5) Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

6) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project.

Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.

7) 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.

8) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

9) 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 (30) day's written notice prior to cancellation.

10) After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

12) Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an **"As Needed Basis".**

13) 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.

14) 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.

15) **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.

16) **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, Attn: Yolanda Velasquez, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO yolanda.velasquez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, December 21, 2011 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than WEDNESDAY, December 28, 2011 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2012-018-01-04-YZV

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- ***(FRONTERA MATERIALS)***	**LA JOYA PLANT**	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) **Type D -Hot Mix-Gravel** **Type D- Hot Mix-Limestone**	**PROGRESO AND/OR LA JOYAPLANT**	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(MARTIN MARIETTA) **Crushed Caliche-**	**2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx**	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$

Bidder/Company Name:_____
Address: _____
City/State/Zip Code:_____
Phone Nº_____Fax Nº_____Cell Nº_____
Email address:_____

Authorized Signature:_____
Printed Name:_____

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2012-018-01-04-YZV

PART II.

Bid Price Adjustment By Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **Month 00, 2012**. For each 10% (increase or decrease) in the current OPIS Index of **Month 00, 2012** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____

Signature of Vendor Date

_____

Print Name of Vendor

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): ____ **Individual** ____ **Partnership** ____ **Corporation** ____ **Non-Profit**
____ **LLC** ____ **Sole Proprietor** ____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this **_____ D**ay of_____, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials** for **Precinct No.1",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **___Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

DRAFT

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 29, 2012** and ending on **April 28, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

DRAFT

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

DRAFT

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

DRAFT

written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2012-018-01-04-YZV

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$ $9.24	20 %	$ $1.84
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$ $11.22	20 %	$ $2.24
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYAPLANT	01-10 miles	$	%	$
		11-20 miles	$ $9.24	20 %	$ $1.84
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$ $11.22	20 %	$
		51-60 miles	$	%	$ $2.24
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$ $7.05	20 %	$ $1.41
		11-20 miles	$	%	$
		21-30 miles	$ $9.24	20 %	$ $1.84
		31-40 miles	$	%	$
		41-50 miles	$ $11.22	20 %	$
		51-60 miles	$	%	$ $2.24
		61-70 miles	$	%	$
		71-100 miles	$	%	$

Bidder/Company Name: UNIVERSAL TRUCKERS INC.
Address: P.O. BOX 653
City/State/Zip Code: ALAMO TX
Phone №(956) ~~782-4939~~ Fax №(956) 787-1462 Cell №(956) 650-0673
Email address: bernardo saenz 95 @ yahoo.com

Authorized Signature: [signature]
Printed Name: BERNARDO SAENZ JR.

EXHIBIT "C"
INSURANCE REQUIREMENTS

Attn: Vangie

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2012

PRODUCER

H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577
(956) 787-9784 FAX (956) 787-7345

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Stratford Ins. Co.	
INSURER B:	Pan America Ins. Co.	
INSURER C:	Texas Mutual Ins. Co.	
INSURER D:		
INSURER E:		

INSURED

Universal Truckers Inc.
PO Box 653
Alamo, TX 78516

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	☐	**GENERAL LIABILITY** ☒ COMMERICAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	PAC-0126803	11/28/2012	11/28/2013	EACH OCCURENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$1,000,000
						PRODUCTS - COMP/OP AGG	$1,000,000
							$
A	☐	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____ ☐ _____	MCC-0102809-0	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Each Occurrence)	$500,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
	☐	**GARAGE LIABILITY** ☐ ANY AUTO ☐ _____				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
	☐	**EXCESS/UMBRELLA LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $_____				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
C	☐	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0001126603	11/10/2012	11/10/2013	☒ WC STATUTORY LIMITS ☐ OTHER	
						E.L. EACH ACCIDENT	$500,000
						E.L. DISEASE - EA EMPLOYEE	$100,000
						E.L. DISEASE - POLICY LIMIT	$100,000
	☐	**OTHER**					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

99-Frght#1FUYSZYBAXLA00773 98-Frght#1FUPCDYB6XLA06750 97-Frght#1FUYSSEB2VP704999
98-Volvo#4VG7DEPG6WN747026 98-Frght#1FUYSZYB2WLA000351 93-Frght#1FUYDPYB1PH449200
98-Frght#1FUYSSEB3WL896863 95-Frght#1FUYDZYB1SH598016 92-Ptrbt#1XPCDR9XXND323153
99-Intl#2HSFHAMR9XC042968 ANY ATTACH TRAILER

CERTIFICATE HOLDER

ATTN: PURCHASING DEPT.
HIDALGO COUNTY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Roberto Campos

© ACORD CORPORATION 1988

From: Martha Salazar
To: "Evangelina Garcia"; "Yolanda Velasquez"
Subject: FW: Contract #C-12-018-03-06-Univeral Truckers for Hauling Services For All Road Materials for Precinct One
Date: Thursday, February 16, 2012 3:43:13 PM
Importance: High

WAY TO GO GIRLS!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 16, 2012 3:29 PM
To: 'Martha Salazar'
Subject: RE: Contract #C-12-018-03-06-Univeral Truckers for Hauling Services For All Road Materials for Precinct One

The Universal Truckers contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 16, 2012 3:04 PM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'; 'Yolanda Velasquez'
Subject: FW: Contract #C-12-018-03-06-Univeral Truckers for Hauling Services For All Road Materials for Precinct One
Importance: High

Mr. Crain:
Please review, correct and comment as to form. We are ready to place on CC agenda for award of bid and approval of contract.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, February 16, 2012 2:46 PM
To: 'Martha Salazar'
Subject: Contract #C-12-018-03-06-Univeral Truckers for Hauling Services For All Road Materials for Precinct One

Marty:
Attached for legal review as to form so as to proceed with an agenda item.

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-37512 **12. T.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to add additional fuel card(s) and/or driver(s) for:

1. Safety Division : Fuel Cards
2. Constable Pct No. 1- Delete Users
3. Emergency Management - Delete Vehilce
4. Emergency Management - Add fuel card user
5. Adult Probation - Add fuel card users

BACKGROUND

Attachments

Safety
Constable Pct No. 1
Emergency Management
Emergency Management
Adult Probation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 10:59 AM
Budget & Management	Obdett Calzada	03/19/2013 12:34 PM
Erika Zamora	Monica Badillo	03/22/2013 10:07 AM
Purchasing Department	Nielda Cavazos	03/22/2013 10:17 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Nielda Cavazos Started On: 03/07/2013 09:15 AM

Final Approval Date: 03/22/2013

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☒ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Safety Division
Billing Address:	2818 S. Business 281, Edinburg, Texas 78540
Fuel Card Manager:	Rosie Luna
	This person can not have use of the fuel card
Phone Number:	**956-292-7030** **County Email**: rosie.luna@co.hidalgo.tx.us
Web user Name:	++++++++++++++++++++ **Password:** ++++++++++++++++++++
Hidalgo Co Acct Number:	1100-419-50-125-003-0-626
Requested By:	/Roy Quintanilha, Director
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. # 37512

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**
754-605	1999 Ford F150	1FTZF1723XKA71940	33318	
727-268	1997 Ford Van	1FBHE31L8VHC01270	31172	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	***DBM Use Only*** **License Verification**	***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy**

Form F.1.1 Revised: ***Attach separate list if additional users are required***

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☒ **Delete/Cancel Driver**

Department:	Constable Precinct 1
Billing Address:	1902 Joe Stephens Ave. Suite 303 Weslaco, TX 78596
Fuel Card Manager:	Juan M. Hernandez
	This person can not have use of the fuel card
Phone Number:	**956-447-3775** **County Email:** hccp1@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	869320184
Requested By:	Juan M. Hernandez

Original Signature is required — Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
BLANCA SANCHEZ		077003		
RAYMUNDO SANCHEZ		078271		
MELISSA D. ESCALON		191788		

Form F.1.1 Revised: ***Attach separate list if additional users are required***

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☑ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: Emergency Management
Billing Address: 302 W. University Dr. Edinburg, TX 78539
Fuel Card Manager: Monica J. Hinojosa
This person can not have use of the fuel card
Phone Number: 318-2615 **County Email:** monica.hinojosa@co.hidalgo.tx.u
Web user Name: **Password:**
Hidalgo Co Acct Number:
Requested By:
Original Signature is required
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	***DBM Use Only*** **License Verification**	***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy**
Belinda Alvarez	7-5-69	149915	✓	

Form F.1.1 Revised: ***Attach separate list if additional users are required***

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☒ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	EMERGENCY MANAGEMENT
Billing Address:	302 W. UNIVERSITY DR EDINBURG, TEXAS 78539
Fuel Card Manager:	MONICA J. HINOJOSA
	This person can not have use of the fuel card
Phone Number:	956-318-2615 **County Email**: Monica.hinojosa@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	869309740
Requested By:	Oscar D. Montoya
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: Date Returned/Cancelled:

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
AW19337	2001 Black Ford F150	1FTRX17WX1NB86475	036943	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**

Form F.1.1 Revised:

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☑ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	ADULT PROBATION
Billing Address:	P.O. BOX 970 EDINBURG, TX 78539
Fuel Card Manager:	Diana G Solis
	This person can not have use of the fuel card
Phone Number:	956-587-6008 **County Email:**diana.solis@hidalgocountycsed.org
Web user Name:	**Password:**
Hidalgo Co Acct Number:	2-1297-423-00-320-002-3-626
Requested By:	Arnold K Patrick March 21, 2013
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Asset Number (N/A = Non-vehicle)	*Purchasing Dept. Use Only* Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	*DBM Use Only* License Verification	*Purchasing Dept. Use Only* Training Date & Signed Fuel Policy
See attached				

Form F.1.1 Revised: ***Attach separate list if additional users are required***

FUEL CREDIT CARD REQUEST FORM

ADD DRIVER PIN- MAR. 2013

EMPLOYEE	D.O.B.	EMP ID	LIC. #
GILBERTO GONZALEZ	5/20/80	165654	01856077
JOSE SAUCEDO	6/13/57	071358	08615071
CARMELA CRUZ	2/6/81	182222	25323737
EFRAIN ZAMBRANO	12/6/80	182214	34043945
ALICIA RUBIO	9/24/67	167347	11107407
RICARDO RAMIREZ	10/30/63	059315	09781161
MATTHEW VIVES	5/17/85	185167	03979615

AI-36709 **12. U.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Comm. A. C. Cuellar Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Hidalgo County Precinct #1 (through Oscar Garcia, Director of Operations) is requesting the removal of fixed assets listed and detailed in Exhibit A attached herein from the County's Inventory System.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact as all assets have no value.

Attachments

Exhibit A

Depreciation Report

Affidavit

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 10:42 AM
Budget & Management	Obdett Calzada	03/19/2013 10:58 AM
Obdett Calzada	Obdett Calzada	03/19/2013 01:11 PM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM

Form Started By: Dagoberto Rios Started On: 01/30/2013 04:39 PM

Final Approval Date: 03/22/2013

EXHIBIT "A" **01.25.2013**

Tag Number	Tag Description	VIN/Serial
22665	1 YSI OXYGEN METER W/PROBE & CABLE	90K0206
30603	1 1975 GENE/LOWBOY BEAVERTAIL	18HA74193
31010	1 STROBE MINI LIGHT BAR	Not Listed
31044	1 POCKET CHLORINE SYSTEM	46700-0
33378	1 VIBRATORY PLATE WACKER	WP1550AW
37265	1 SURVEILLANCE SYSTEM	Not Listed
37744	1 FL D RAD 105" ST	1FUJALAV32LJ5221G
37753	1 WOODS SHREDDER MOWER	1473-818928
42273	1 HOBART WELDER 500434	LF081444

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Year
22665	1 YSI OXYGEN METER W/PROBE & CABLE	742.94	12/31/90	1990	2013
30603	1 1975 GENE/LOWBOY BEAVERTAIL	7,500.00	1/21/97	1997	2013
31010	1 STROBE MINI LIGHT BAR	250.00	7/14/97	1997	2013
31044	1 POCKET CHLORINE SYSTEM	793.90	6/25/96	1996	2013
33378	1 VIBRATORY PLATE WACKER	1,575.00	3/23/99	1999	2013
37265	1 SURVEILLANCE SYSTEM	3,618.14	10/23/01	2001	2013
37744	1 FL D RAD 105" ST	1,229.00	1/22/02	2002	2013
37753	1 WOODS SHREDDER MOWER	7,300.00	1/31/02	2002	2013
42273	1 HOBART WELDER 500434	2,650.00	6/21/05	2005	2013

Prepared By: Dago Rios

Requested By: Martha Salazar

Date: 1/30/2013

Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
7	23	$74.29	$668.65	$95.52	$2,196.98	$0.00
10	16	$750.00	$6,750.00	$675.00	$10,800.00	$0.00
7	16	$25.00	$225.00	$32.14	$514.29	$0.00
7	17	$79.39	$714.51	$102.07	$1,735.24	$0.00
7	14	$157.50	$1,417.50	$202.50	$2,835.00	$0.00
7	12	$361.81	$3,256.33	$465.19	$5,582.27	$0.00
7	11	$122.90	$1,106.10	$158.01	$1,738.16	$0.00
10	11	$730.00	$6,570.00	$657.00	$7,227.00	$0.00
7	8	$265.00	$2,385.00	$340.71	$2,725.71	$0.00

AFFIDAVIT

State Of Texas

County of Hidalgo

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Oscar Garcia, who after being duly sworn, deposes and says:

My name is Oscar Garcia and I am the Director of Field Operations at Hidalgo County, Precinct 1. It is my intent to attest that items in Exhibit "A" are no longer in the possession of the Hidalgo County, Precinct 1. Due to the lapse in time and transitions of county department staff, some back-up information is not available. Therefore, I am formally requesting that these items be removed from the Hidalgo County inventory list. All efforts were exhausted through the Hidalgo County Purchasing Department-Fixed Assets Division as well as our Department's Inventory Control Specialist to locate the items.

DATED this 30th day of January, 2013

Signature of Affiant

SWORN to subscribed before me, this 30th day January, 2013

NOTARY PUBLIC

My Commission Expires:

2-14-15

NORA GONZALEZ
My Commission Expires
February 14, 2015

AI-37860 **12. V.**

CC CONSENT

Meeting Date: 03/26/2013

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of a clarification to Agenda Item No. 33851 attached herein (CC approved 10-09-12) of a "Sole Source Request and Declaration" to reflect that R.S. Means Co., LLC is the Sole Source for all RS Means related software produced by same company which will apply to/for ALL Hidalgo County Law Enforcement Elected Officials, Directors, Agencies or Programs for purchases as long as no other vendor becomes available in the market;

2. Requesting authority to purchase one (1) license to access 2013 RS Means Online Library Package for a period of one year in the amount of $999.95 and approval of agreement with RS Means Co., LLC, sole source vendor for this software.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-21-170-001-0-667

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

BUDGETARY IMPACT:

Requisition # 233260

Attachments

Sole Source Agenda Previously approved

Auditor's Requisition to purchase Cost Works

Legal Approval of Agreement

RS Means Agreement as approved by Legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 04:23 PM
Auditor's Office	Monica Badillo	03/22/2013 04:29 PM

Form Started By: Moises Salazar Started On: 03/22/2013 08:39 AM

Final Approval Date: 03/22/2013

2. **AI-34578** Pct. #3 R&B (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for revenues received from the City of Mission for the purchase of asphalt for road improvements to Moorefield Road between FM 495 and 2 Mile Line.

b. Approval of 2012 appropriation of funds into Precinct #3 ICA-Mission-Moorefield (FM 495 - M2N) in the amount of $100,000.00 to fund the road improvements to Moorefield Road between FM 495 and 2 Mile Line.

3. **AI-34402** Pct. #4 Drainage Improvement Project (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.
b. Approval of 2012 appropriation of funds into Pct. #4 Drainage Improvement Project (program 036) in the amount of $41,491.51 (Labor Reimbursements - July & August 2012).

21. Purchasing Department - Marty Salazar:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **Presentation for acceptance and approval of 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. **AI-34602** a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)

b. Approval of a "Sole Source Declaration" with R.S. Means Co. LLC for the purchase of JOC Works Software License thru requisition No. 223040 in the total amount of 2,125.00 as per attached proposal.

Approved C.C. 10/09/12

AI-34602 **21. A. 3.**

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)

B. Approval of a "Sole Source Declaration" with R.S. Means Co. LLC for the purchase of JOC Works Software License thru requisition No. 223040 in the total amount of 2,125.00 as per attached proposal.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-18-160-001-0-747

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

BUDGETARY IMPACT:

Line item transfer on today's Consent Agenda No. 34543 -Requisition No. 223040

Attachments

RS Means JOC Works Software PO Request and Proposal

Sole Source Declaration

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	10/05/2012 12:59 PM

Form Started By: Moises Salazar Started On: 10/04/2012

Final Approval Date: 10/05/2012

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: October 4, 2012

RE: "Sole Source Declaration" R.S. Means Co. LLC

Hidalgo County continually utilizes awarded Job Order Contractors (JOC's) for building renovations and additions projects thru County's participation with State and Co-op Purchasing programs. All JOC contractors provide their proposals based on the RS Means price book as required by the different State and Co-op contracts.

The JOC Works software which is designed and produced by R.S. Means Co. LLC will be a useful tool for the County Purchasing Department in the price verification of the different JOC's proposals thus expediting completion and accuracy of the procurement process.

Therefore, the Hidalgo County Purchasing Department requires the purchase of the JOC Works software license from R.S. Means Co. LLC.

This sole source declaration is valid while R.S. Means Co. LLC remains as sole source unless revoked due to an additional source for any similar software described and detailed herein for other Departments, Programs or Agencies.

Requisition

Req # 00223040

PO #

Date: 09/14/12

Bill To: x
x

Vendor : 384941
R.S. MEANS CO. LLC
63 SMITHS LANE
KINGSTON MA 02364
FAX (800)632-6732

Ship To: PURCHASING DEPARTMENT
2802 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: NIELDA CAVAZOS
956-318-2626

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	ONE (1) LICENSE JOCWorks Software, Pro Version One (1) License, Annual Fee	2,125.00	2,125.00
		Account No	Encumbrance	
		2-1100-415-18-160-001-0-336	2,125.00	
			Freight	.00
			Total	2,125.00

Authorized By: _____

Action Edit Query Block Record Field Window Help

Mode Entry

Requisition No 0223040
Po No
Date Entered 09-14-2012
Status Needs Approval by PURC

Vendor R.S. MEANS CO. LLC
Address 63 SMITHS LANE
KINGSTON MA 02364

Owner NCAVAZOS1

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	ONE (1) LICENSE JOCWorks Software, Pro Version □□One (1) Li	2,125.0000	2,125.00

Total **2,125.00**

Account Number	Description	Account Balance	Amount
2-1100-415-18-160-001-0-336	PURCHASING-COMPUTER SERVICES	.00	2,125.00

Record: 1/1 <OSC> <DBG>

RSMeans
Reed Construction Data®

June 26, 2012

Mr. Moises Salazar, Buyer III
Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539

RE: RSMeans JOCWorks Software

Dear Mr. Salazar:

RS Means is pleased to provide Hidalgo County with a price proposal for an annual subscription service of one JOCWorks Software License.

The annual service is inclusive of the following:

- Means Current Year Facilities Cost Data
- Enhancements to the JOCWorks Software
- 800# Technical Support

Means will provide technical and engineering support services through an 800 number (800) 334-3509. The service is for both IT software support and Mean Data (Means Engineering) with available hours of 8:00 AM to 5:00 PM EST.

To accept this proposal, Hidalgo County may provide a Purchase Order or Credit Card as acceptance and notice to proceed.

Fees

JOCWorks Software, Pro Version
One (1) License, Annual Fee $ 2,125.

Terms

Purchase Order
Net 30 Day

Sincerely,
RSMeans – Reed Construction Data

Robert F. Gair, Principal
JOC Program Manager

rgair@rsmeans.com
(781) 422-5103 Direct
(202) 285-7826 Cell
(678) 680-1746 Fax

JOC Works SOFTWARE License Agreement

This agreement is between you (Entity or Person) and RS Means Company, Inc., a Delaware corporation ("Means"). Please read the terms and conditions of this license agreement (Agreement) carefully before using this SOFTWARE, as defined below. By entering "I Agree" and clicking the "OK" button or by using the SOFTWARE after or before reviewing this agreement, you are accepting and agreeing to the terms of this Agreement.

If you have any qualms and are not willing to be bound by the terms of this Agreement, do not use the SOFTWARE and promptly return it in original and undamaged condition to the place from which you obtained them. By installing and using this SOFTWARE you are accepting all of the terms and conditions of this Agreement.

1.0 Ownership

The SOFTWARE, together with any associated written materials, binders, related SOFTWARE, trade secrets, and intellectual property, including but not limited to any images, "applets", photographs, animation, video, audio, music and incorporated text including MeansData™ data files and corresponding RS Means Unit Price Cost Guides, if any (collectively referred to hereafter as SOFTWARE) is owned by RS Means, its sublicensors and its suppliers. The SOFTWARE is proprietary to RS Means, its sublicensors and its suppliers and is protected by United States copyright, trademark, trade secret, and associated intellectual property laws, and by international treaty provisions. The SOFTWARE is licensed, and not sold. You acknowledge and agree that the entire right, title and interest is and to the SOFTWARE is owned by and shall remain with Means, its sublicensors and/or its suppliers. If the SOFTWARE presently or at any time in the future incorporates MeansData™ data files and corresponding unit price books, you hereby further acknowledge and agree to the terms and conditions contained in Section 8, 8.1, and 8.2. Means, its sublicensors and its suppliers retain all rights not expressly granted in this Agreement.

GRANT OF LICENSE

2.1 Named User SOFTWARE

If the enclosed SOFTWARE is licensed to you by Means as "SINGLE USE SOFTWARE" then Means grants you a non-exclusive right for you or, if you are not an individual, a specific employee designated by you, the right to use one copy of the SOFTWARE in object code form on a single standalone computer (example, with a single CPU) owned, leased or otherwise controlled by you, or on a Named User Computer Network. A Computer Network is any combination of two or more computers (one of which must be a network server) that are electronically linked and capable of sharing the use of a single SOFTWARE program. A "Named User Computer Network" is a Computer Network for which you have paid a separate license fee for the SOFTWARE for each specific individual user of the SOFTWARE on the Computer Network. Means does not license the SOFTWARE for use or sharing by more than one specific individual, even if that use is not concurrent, unless you have purchased a separate license and paid an additional license fee for each additional individual using the SOFTWARE. A copy of the SOFTWARE stored on hard disk on a network server for the sole purpose of use by network workstations is not deemed to be in use on the network server.

You agree to have a reasonable mechanism in place to assure that only those individuals designated as named users may use the SOFTWARE.

2.0 Concurrent Use SOFTWARE

If the enclosed SOFTWARE is licensed to you as "CONCURRENT USE SOFTWARE" then Means grants to you a non-exclusive right to use one copy of the SOFTWARE in object code form on a Licensed Computer Network, which is owned, leased or otherwise controlled by you. A Computer Network is any combination of two or more computers (one of which must be a network server) that are electronically linked and capable of sharing the use of a single SOFTWARE program.

A Licensed Computer Network is a Computer Network for which you have licensed one copy of the SOFTWARE for each concurrent user of the SOFTWARE on the Computer Network. A copy of the SOFTWARE that resides on a network server for the sole purpose of use by network workstations is not deemed to be in use on the network server, and therefore does not require an additional license. You agree to have a reasonable mechanism in place to assure that the number of persons using the SOFTWARE concurrently does not exceed the number of licenses.

3.0 INSTALLATION OF SOFTWARE

You assume responsibility for selection of the SOFTWARE to achieve your intended results, and you are solely responsible for installation of the SOFTWARE and for acquisition of such equipment and SOFTWARE as may be necessary for operation of the SOFTWARE.

4. 0 OTHER RESTRICTIONS

This is your evidence of license to exercise the rights granted herein and must be retained by you. You may not copy the SOFTWARE, except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, provided that Means proprietary legends and copyright notices are reproduced on such copy, or (b) transfer the SOFTWARE to a single hard disk, provided that you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the SOFTWARE. You may, after written notification to and consent of Means store one (1) backup copy of the SOFTWARE at a third-party disaster recovery facility, provided that such third party agrees in writing to abide by the terms and conditions of this Agreement. You agree to maintain accurate records of the location of all copies, including archival copies, of the SOFTWARE. You may not rent, lease, reverse-engineer, decompile, disassemble, translate or publish the results of benchmark tests of the SOFTWARE. You may not use the SOFTWARE for service bureau work, for time-sharing arrangements or for the benefit of any third party. You agree to comply with the export laws and regulations of the United States to assure that the SOFTWARE is not exported, directly or indirectly, in violation of law.

5.0 WARRANTY

Means warrants that, for ninety-days (90) from the date of invoice (the "Warranty Period"), (i) the SOFTWARE will perform substantially in accordance with Means applicable functional specifications, and (ii) the electronic media on which the SOFTWARE is distributed is free from defects in materials and workmanship. The foregoing warranty is expressly conditioned on your observance of the operating procedures set forth in the written materials accompanying the SOFTWARE. The foregoing warranty shall not apply if the SOFTWARE has been damaged or misused in any respect. Means does not warrant that the SOFTWARE will

meet your requirements or operate uninterrupted or error free. To the maximum extent permitted by applicable law, Means disclaims any and all other warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

6.0 EXCLUSIVE REMEDY

Your sole and exclusive remedy for breach of the above warranty is that Means shall, if it receives written notice of such breach during the Warranty Period, at its sole option, either (a) correct or cure any reproducible defect in the SOFTWARE in breach of such warranty within a reasonable time by issuing corrected instructions, a restriction, or a bypass, or (b) refund the price paid by you for the SOFTWARE. In the event Means furnishes a correction or cure pursuant to clause (a), Means shall warrant such correction or cure for the remainder of the original Warranty Period or sixty (60) days, whichever is longer. Outside the United States, these remedies are not available without proof that you acquired this copy of the SOFTWARE from an authorized source.

7.0 LIMITATION OF LIABILITY

In no event shall Means or its suppliers be liable to you or any third party for indirect, special, incidental, economic, consequential or punitive damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, liabilities to third parties arising from any source, or other pecuniary loss), regardless of the nature of the claim, arising out of the use or inability to use the SOFTWARE, even if Means has been advised of the possibility of such damages. In no event shall the liability of Means or its suppliers exceed the amount paid by you for the SOFTWARE. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

Means uses its reasonable efforts to ensure complete, reliable and accurate data. However, Means makes no guaranty or warranty as to the correctness or sufficiency of any information or data contained in this product and Means assumes no liability or responsibility in connection with the information or data or their use or applications.

8.0 DISCLAIMER OF WARRANTIES

MEANS expressly disclaims any and all warranties, whether oral or written, express or implied, including but not limited to warranties or merchantability and fitness for a particular purpose. You assume full responsibility for the selection of data files to achieve your intended purposes, for the proper installation and use of data files, and for verifying the results obtained from data files. Means is not responsible for any support or maintenance of the data files. The data files are license to you as is and where is. Means makes no express or implied warranty or guarantee in connection with the content of the information contained in the data files, including the accuracy, correctness, value, sufficiency, or completeness of the data, methods, and other information contained herein.

8.1 Limitation of Liability

Neither Means nor anyone else who has been involved in the creation, production and delivery of data files shall be liable for any indirect, special, consequential, or incidental damages, or damages for lost data, or profits, arising from the use of or inability to use data files or of errors or omissions therein, even if Means has been advised of the possibility of such damages. In no event shall Means' total liability in connection with data files exceed the

amount of money paid to Means by you for such data files, whether such liability arises from any claim based upon contract, tort or otherwise. You acknowledge and agree that the amounts paid by you to Means for Data Files reflect the allocation of risks between the parties and the limitations of Means' liability hereunder.

9.0 AUDIT

Means may, at any time, either request a signed certification by you verifying that the SOFTWARE is being used in accordance with the terms of this Agreement and/or audit your use of the SOFTWARE at any time during regular business hours to ensure compliance with the terms and conditions of this Agreement.

10.0 U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE is provided with RESTRICTED AND LIMITED RIGHTS. If the SOFTWARE is supplied to the Department of Defense ("DoD") of the United States Government, the SOFTWARE is classified as "Commercial Computer SOFTWARE" and the DoD only acquires "restricted rights" as defined in Clause 252.227-7013(c)(1) of DFARS. If the SOFTWARE is supplied to any other unit of the United States Government, the Government's rights are as defined in Clause 52.227-19(c)(2) of FAR or, in the case of NASA, as defined in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.

11.0 CONFIDENTIALITY

You acknowledge and agree that:

(i) the SOFTWARE and accompanying written materials are confidential;

(ii) you will instruct and require all of your employees, agents, and contractors who have access to the SOFTWARE and accompanying written materials to maintain the confidentiality thereof;

(iii) you will exercise the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the SOFTWARE and accompanying written materials as you would exercise to safeguard the confidentiality of your own confidential property; and

(iv) you will disclose the SOFTWARE and accompanying written materials only to those employees, agents or contractors required to have knowledge of same to perform their duties and whom have agreed in writing to abide by the confidentiality obligations of this Agreement. The foregoing confidentiality provisions shall not apply to any information which

(a) you can demonstrate was in your possession prior to receipt,

(b) is or subsequently becomes publicly available without your breach of any obligation owed the disclosing party;

(c) is disclosed to you without restriction on disclosure by a third party who had the right to disclose such information,

or (d) you can demonstrate by written records was independently developed by you without reliance on the SOFTWARE or accompanying written materials.

12.0 TERM

This license is effective upon your installation, our use, or entering "I Agree" and/or clicking "OK" and shall continue until terminated. You may terminate this license by returning the SOFTWARE and all copies thereof to Means. Means may terminate this license upon the

breach by you of any provision contained in this Agreement. Upon such termination by Means, you agree to return the SOFTWARE, and all copies thereof to Means, or destroy all copies of the SOFTWARE and notify Means in writing that all copies of the SOFTWARE have been destroyed.

Both the license and your right to use the SOFTWARE and the data terminate automatically if you violate any part of this Agreement. In the event of termination, you must immediately destroy all copies of the SOFTWARE and notify Means in writing that all copies of the SOFTWARE have been destroyed or return all copies of the SOFTWARE to Means.

13.0 CANADIAN LICENSES

If you obtained this product in Canada, you agree to the following: The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including notices, have been and shall be written in the English language only. Les parties aux présentes confirment leur volonté que cette Convetion de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise.

14. MISCELLANEOUS

You may not assign, delegate or otherwise transfer this Agreement or your rights or obligations hereunder without the prior written consent of Means. Any attempted assignment of this Agreement without consent from Means shall be invalid and unenforceable. This is the entire agreement and understanding between you and Means with respect to the subject matter hereof, and supersedes all prior agreements, representations, negotiations, proposals and understandings, whether written or oral, including those made by sales representatives or dealers of Means, concerning the subject matter hereof. This Agreement may not be amended or modified except in writing and signed by authorized representatives of the party against whom the amendment is sought to be enforced. The waiver or failure by either party to claim a breach of any provision shall not be a waiver of a breach of any other provision or a subsequent breach of the same provision.

The sublicensors and suppliers to Means shall be deemed third-party beneficiaries of this Agreement, to the extent permitted by law. Any notices required or permitted to be given to under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, if to RS Means, 63 Smiths Lane, Kingston, MA 02364

Attn: JOCWorks and if to you, addressed to your registered user at your registered address.

This Agreement shall be governed by the laws of the New York without regard to conflicts of law principles. In the event that litigation is needed to enforce the terms and conditions of this Agreement, Means shall be entitled to recover its legal costs and fees, including reasonable attorneys' fees, if it prevails in such litigation. You hereby expressly consent to the personal jurisdiction of the state and federal courts located in New York for any lawsuit arising from or relating to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You assume responsibility for selection of the SOFTWARE to achieve your intended results, and you are solely responsible for installation of the SOFTWARE and for acquisition of such equipment and SOFTWARE as may be necessary for operation of the SOFTWARE.

Requisition

HIDALGO COUNTY AUDITOR'S OFFICE

Req # 00233260
PO #
Date: 03/14/13

Bill To: x
x

Vendor : 384941
R.S. MEANS CO. LLC
ATTN: BETH CORBLEY
700 LONGWATER DRIVE
NORWELL MA 02061
FAX (800)632-6732

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: R EUFRACIO
956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM #66150 - 2013 RSMEANS ONLINE - COMPLETE RSMEANS LIBRARY PACKAGE -ASSEMBLIES COST DATA -BUILDING CONSTRUCTION COST DATA -COMMERCIAL RENOVATION COST DATA -CONCRETE COST DATA -ELECTRICAL COST DATA -FACILITIES CONSTRUCTION COST DATA -FACILITIES MAINTENANCE & REPAIR DATA -GREEN BUILDING COST DATA -HEAVY CONSTRUCTION COST DATA -INTERIOR COST DATA -MECHANICAL COST DATA -PLUMBING COST DATA -RESIDENTIAL NEW CONSTRUCTION COST DATA -SITE WORK & LANDSCAPE COST DATA -SQUARE FOOT COST DATA	999.95	999.95
		Account No	Encumbrance	
		3-1100-415-21-170-001-0-667	999.95	
			Freight	.00
			Total	999.95
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: Linda Tony

R.S. Means Company, LLC
Attn: Beth Corbley
700 Longwater Drive
Norwell, MA 02061
770-209-3487 Ext:

TSMX-9793

RSMeans

PO Number :

Shipping : Ground

SHIP TO:

Customer #	New
Name	Moises Salazar
Company	Hidalgo County Purchasing
Address	
Address	
City, State	
Zip Code	
Phone	956-318-2626
Fax / Email	moises.salazar@co.hidalgo.tx.us

Sale / Bundled Items	999.95
Shipping & Handling	
Sales Tax	
Grand Total	999.95

Item	Qty	Type	Description	Cost per Title		Line Total
66150	1		**2013 RSMeansOnline – Complete RSMeans Library Package** ***Package Includes*** >Assemblies Cost Data >Building Construction Cost Data >Commercial Renovation Cost Data >Concrete Cost Data >Electrical Cost Data >Facilities Construction Cost Data >Facilities Maintenance & Repair Data >Green Building Cost Data >Heavy Construction Cost Data >Interior Cost Data >Mechanical Cost Data >Plumbing Cost Data >Residential New Construction Cost Data >Site Work & Landscape Cost Data >Square Foot Cost Data	999.95		999.95

3/4/13

*** Please allow 5-7 business days for delivery ***

** All estimates valid for 30 Days

Payment Address:
R.S. Means Company, LLC
PO Box 7247-6961
Philadelphia, PA 19170-6961

Federal Tax 042 848 934

March 13, 2013

Version: Quotes 5.7a.xls

Please Note:
Dollar amounts are in US Funds. This quote assumes that all items are purchased at the same time and that the order is placed in its entirety. If you need to change titles or quantity, please contact me and I will update your quote. Thank you.

BILL TO:

Customer #	
Name	
Company	
Address	
Address	
City, State	
Zip Code	
Phone	
Fax / Email	

Signature:

If you would like to place this order, please sign here, and fax this sheet back to us. This will show that you would like to place this order and be billed for it.

beth.corbley@reedbusiness.com
Contact: Beth Corbley
Phone: 770-209-3487 Ext:
Fax: 678-680-0180

USER AGREEMENT

This User Agreement ("Agreement") sets forth the terms and conditions governing your use of the RSMeans Online™ Web site ("Web site"). Your use of this Web site constitutes your acceptance of these terms and conditions.

This Agreement is between you and R.S. Means Company, LLC ("RSMeans"), a limited liability company organized and existing under the laws of Delaware having its office at 700 Longwater Drive, Norwell, MA. 02061.

1. Your Rights.

RSMeans grants you a non-exclusive, non-transferable, limited right to use and display this Web site and the materials provided hereon, provided that you comply fully with this Agreement. You agree not to share your login and password for this Web site with any other individual. You agree not to interrupt, or attempt to interrupt, the operation of this Web site in any way.

You may not merge the cost data available on this Web site with any software program or extract such cost data other than into a spreadsheet for your personal and/or employment related use on a single computer. You have no right to create derivative works based on or which utilize the cost data available on this Web site, or to sublicense, sell, lend, rent or lease any portion of such cost data to any third party.

2. Fee-Based Services Charges.

Certain products and features of this Web site are available only through the purchase of a site subscription ("Fee-Based Services")

a. You agree to pay, using a valid credit card which RSMeans accepts, the monthly or annual subscription charges set forth on this Web site, applicable taxes, and other charges incurred on your account in order to access the Fee-Based Services. RSMeans reserves the right to increase fees, surcharges, and Web site subscription fees, or to institute new fees, at any time, upon reasonable notice posted in advance on this Web site, with such fees to become effective upon the renewal of your then current subscription.

b. You are responsible for all charges associated with connecting to this Web site, including, without limitation, telephone, modem, and broadband access charges necessary to access the Web site and the Fee-Based Services.

c. If you purchase an annual site subscription to access the Fee-Based Services your subscription may only be cancelled as hereafter provided, and will automatically renew at the end of the initial subscription period for successive periods of twelve (12) months each unless you or RSMeans provide written notice of cancellation, effective at the end of the initial twelve (12) month subscription period or at the end of the then current twelve (12) month renewal period, as applicable, not less than thirty (30) days prior to the end of the initial or then current renewal period. .

d. For purposes of identification and billing, you agree to provide RSMeans with accurate, complete, and updated information required by the site subscription registration to the Fee-Based Services ("Registration Data"), including your name, address, email address, telephone number, and applicable payment data (e.g., credit card number, expiration date). Failure to comply with this provision (including falsification of any Registration Data) may, at RSMeans option, result in immediate suspension or termination of your right to use the Fee-Based Services without refund of any amounts paid by you or cancellation of any amounts then payable by you.

e. You agree to promptly update your Registration Data, including your password, in the event of any known or suspected unauthorized use of your subscription, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information. In the event of a breach of security, you will remain liable for any unauthorized use of your subscription.

3. Your Password.

As part of the Registration process, you will select a password. This password is for your individual use only. You are responsible for maintaining the confidentiality of any password you use to access the Fee-Based Services, and agree that RSMeans will have no obligation with regards thereto.

4. Privacy Policy.

The terms and conditions of the RSMeans privacy policy ("Privacy Policy") applicable to this Web site, as such terms and conditions may be changed by RSMeans from time to time in its sole discretion, are set out in the section labeled Privacy on the home page of this Web site. Such terms and conditions are incorporated herein and included in this Agreement. As indicated in the Privacy Policy, RSMeans shall have the right to review estimates and other information created by you in connection with your use of this Web site, and may aggregate such information with information created by other users of this Web site for the purpose of developing statistical data which may be used by RSMeans and its affiliates for such purposes as RSMeans and its affiliates may determine in their sole discretion. Click here for the **Latest Privacy Policy.**

5. Copyright and Trademarks.

All materials on the Web site, including, without limitation, text, images, software, audio and video clips, databases, and Fee-Based Services (collectively, the "Content") are owned or controlled by RSMeans, which retains all right, title, and interest in and to such Content. The Web site and the Content contain valuable and proprietary information of RSMeans and others and are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws.

You agree not to use any trademarks, service marks, names, logos, or other identifiers of RSMeans or any other Reed Elsevier business, or their employees, licensors, independent contractors, and affiliates without the prior written permission of RSMeans or the relevant Reed Elsevier business. In addition, you may not use trademarks, service marks, names, logos, or other identifiers:

a. In, as, or as part of, your trademarks or those of any third parties;

b. To identify products or services that are not those of RSMeans;

c. In a manner likely to cause confusion; or

d. in a manner that implies that RSMeans sponsors or endorses or is otherwise connected with your own activities, products and services or those of third parties.

6. Forums.

RSMeans may make available to users of this Web site, e-mail notices, newsletters, chat rooms, message boards, bulletin board services or other interactive facilities by means of this Web Site (collectively, the "Forums"). RSMeans cannot review all communications made on or through the Web site. RSMeans reserves the right, but has no obligation, to monitor the Forums and to edit, modify or delete any material which RSMeans in its sole discretion determines to violate this Agreement or to be in any other way offensive or contrary to any RSMeans policy.

7. Links to Other Sites.

This Web site may contain links and pointers to other sites on the Internet which may be maintained by third parties. Such links to not include an endorsement by RSMeans or its affiliates of any third-party site or any material contained therein. RSMeans and its affiliates do not control, and are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

8. Financial Responsibility.

You agree not to assign, transfer, or sublicense your rights as a subscriber to the Fee-Based Services. You agree to be financially responsible for all billing activity on your Fee-Based Services account.

9. Indemnification.

You hereby agree to indemnify, defend and hold harmless RSMeans and its affiliates from and against any and all liability and cost incurred by RSMeans or the affiliates in connection with any third party claim arising out of any breach of any of your obligations set forth herein. RSMeans reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall cooperate as fully as reasonably required in the defense of any such claim. You shall not in any event settle any claim without the prior written consent of RSMeans.

10. Disclaimer of Warranty.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE WEB SITE (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, FEE-BASED SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF) ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATABILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT. To the fullest extent permissible by law, RSMeans and its affiliates shall not be liable for your use of or inability to use the Web site under any circumstances, including, but not limited to, by reason of the negligence by RSMeans. RSMeans does not warrant that the functions contained in the Web site or the Fee-Based Services will be uninterrupted or error-free, that defects will be corrected, that the Web site or Fee-Based Services will meet any particular criteria of performance or quality, or that the Web site, including Forums or the server(s) on which the Web site is operated, are free of viruses or other harmful components.

11. Limitation of Liability.

USE OF THE WEB SITE IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, COMMUNICATIONS, CONTENT, OR OTHER MATERIAL (INCLUDING, WITHOUT LIMITATION, SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS OF THE WEB SITE. UNDER NO CIRCUMSTANCES SHALL RSMEANS OR ITS AFFILIATES, OR ANY PROVIDER OF THE TELECOMMUNICATIONS OR NETWORK SERVICES FOR RSMEANS OR ITS AFFILIATES, BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE WEB SITE OR FEE-BASED SERVICES, EVEN IF RSMEANS, ITS AFFILIATES, OR THEIR PROVIDERS OF TELECOMMUNICATIONS OR NETWORK SERVICES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF RSMEANS AND ITS AFFILIATES HEREUNDER IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS AND USE OF THE FEE-BASED SERVICES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING YOUR NOTICE OF CLAIM. YOU HEREBY RELEASE RSMEANS AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME

STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. Termination.

RSMeans reserves the right to restrict, suspend or terminate your access to the Fee-Based Services in whole or in part, without notice, with respect to any breach or threatened breach by you of any portion of this Agreement. If RSMeans terminates this Agreement based on a breach of any portion of this Agreement, RSMeans will not refund any amounts paid or cancel any amounts then payable by you and reserves the right to refuse to provide a subscription or any Fee-Based Services to you in the future.

13. Modifications.

a. To this Agreement.

RSMeans has the right to modify this Agreement. Any modification is effective immediately upon posting to the Web site or distribution via electronic mail or conventional mail. Your continued use of the Web site following posting or other notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of RSMeans in providing the Web site, including, without limitation, any change in the Content, is to cancel your subscription in accordance with the subscription help instructions.

b. To the Web site.

RSMeans has the right to modify, suspend or discontinue the Web site or any portion thereof, at any time, including the availability of any area of the Web site, including, without limitation, the Fee-Based Services. RSMeans may also impose limits on certain features and services or restrict your access to part or all of the Web site without notice or liability.

14. General

This Agreement constitutes the entire agreement between you and RSMeans with respect to the Web site, and, if applicable, the Fee-Based Services and supersedes all prior and contemporaneous written or verbal agreements between you and RSMeans. Failure by RSMeans to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. Interpretation and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion shall be reformed to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect.

Subscribing to RSMeans Online indicates your agreement to the terms and conditions set forth above.

© 2012 R.S.Means Company, LLC
ph. 800-334-3509 . email – CustomerRelations@rsmeans.com

Zimbra **moises.salazar@co.hidalgo.tx.us**

RE: Co Auditor's -RSMeans COST WORKS ONLINE

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Fri, Mar 22, 2013 03:09 PM

Subject : RE: Co Auditor's -RSMeans COST WORKS ONLINE

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Cc : 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Marty,

Got it.. thanks. I see the revision was made to the Agreement to include the requested language. Therefore, I approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 22, 2013 2:26 PM
To: josephine ramirez
Subject: Fwd: Co Auditor's -RSMeans COST WORKS ONLINE

Ms. :Josie:
Hopefully you will be able to view attachment this time.

Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 22, 2013 9:54 AM
To: josephine ramirez
Subject: Fwd: Co Auditor's -RSMeans COST WORKS ONLINE

Ms. Josephine:
Please review and comment as to form with recommended language now included.
Thanks,
Marty

From: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "liza.lopez" <liza.lopez@co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Maria Medina" <maria.medina@auditor.co.hidalgo.tx.us>
Sent: Friday, March 22, 2013 9:37:12 AM
Subject: Co Auditor's -RSMeans COST WORKS ONLINE

NOW WITH ATTACHMENT...
==========
Ms Marty,
Attached you will find the Revised Agreement received from RS Means including requested language.

Could you send to Legal for review and approval?
Thank you.

From the desk of:

Moises Salazar, Buyer III

Agreement

This Agreement is made as of the ___ day of March, 2013 by and between R.S. Means Company, LLC ("RSMeans")and Hidalgo County, Texas ("Customer").

Whereas, Customer is purchasing certain products from RSMeans; and

Whereas, the attached User Agreement sets forth the terms and conditions governing the use by customers of RSMeansof the RSMeans Online™ Web site ("Web site"); and

Whereas, RSMeans and Customer wish to modify Section 9 of the User Agreement as provided below;

Now, therefore the parties agree as follows:

1. Section 9 of the attached User Agreement is hereby revised to read as follows:

"To the extent provided for under the Constitution and laws of the State of Texas, you hereby agree to indemnify, defend and hold harmless RSMeans and its affiliates from and against any and all liability and cost incurred by RSMeans or the affiliates in connection with any third party claim arising out of any breach of any of your obligations set forth herein. RSMeans reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall cooperate as fully as reasonably required in the defense of any such claim. You shall not in any event settle any claim without the prior written consent of RSMeans".

2. Customer hereby accepts the provisions of the User Agreement and agrees to comply with such provisions in its use of the Web site, as such User Agreement is modified as provided in Section 1 above.

R.S. Means Company, LLC	Hidalgo County, Texas
By_____	By_____
Name:	Name:
Title:	Title:

USER AGREEMENT

This User Agreement ("Agreement") sets forth the terms and conditions governing your use of the RSMeans Online™ Web site ("Web site"). Your use of this Web site constitutes your acceptance of these terms and conditions.

This Agreement is between you and R.S. Means Company, LLC ("RSMeans"), a limited liability company organized and existing under the laws of Delaware having its office at 700 Longwater Drive, Norwell, MA. 02061.

1. Your Rights.

RSMeans grants you a non-exclusive, non-transferable, limited right to use and display this Web site and the materials provided hereon, provided that you comply fully with this Agreement. You agree not to share your login and password for this Web site with any other individual. You agree not to interrupt, or attempt to interrupt, the operation of this Web site in any way.

You may not merge the cost data available on this Web site with any software program or extract such cost data other than into a spreadsheet for your personal and/or employment related use on a single computer. You have no right to create derivative works based on or which utilize the cost data available on this Web site, or to sublicense, sell, lend, rent or lease any portion of such cost data to any third party.

2. Fee-Based Services Charges.

Certain products and features of this Web site are available only through the purchase of a site subscription ("Fee-Based Services")

a. You agree to pay, using a valid credit card which RSMeans accepts, the monthly or annual subscription charges set forth on this Web site, applicable taxes, and other charges incurred on your account in order to access the Fee-Based Services. In accordance with state and local law, your purchase will be taxed using the applicable sales tax or seller's use tax rate for the user's address. The tax listed during checkout is only an estimate. Your invoice will reflect final tax due. RSMeans reserves the right to increase fees, surcharges, and Web site subscription fees, or to institute new fees, at any time, upon reasonable notice posted in advance on this Web site, with such fees to become effective upon the renewal of your then current subscription.
b. You are responsible for all charges associated with connecting to this Web site, including, without limitation, telephone, modem, and broadband access charges necessary to access the Web site and the Fee-Based Services.
c. If you purchase an annual site subscription to access the Fee-Based Services your subscription may only be cancelled as hereafter provided, and will automatically renew at the end of the initial subscription period for successive periods of twelve (12) months each unless you or RSMeans provide written notice of cancellation, effective at the end of the initial twelve (12) month subscription period or at the end of the then current twelve (12) month renewal period, as applicable, not less than thirty (30) days prior to the end of the initial or then current renewal period.
d. For purposes of identification and billing, you agree to provide RSMeans with accurate, complete, and updated information required by the site subscription

registration to the Fee-Based Services ("Registration Data"), including your name, address, email address, telephone number, and applicable payment data (e.g., credit card number, expiration date). Failure to comply with this provision (including falsification of any Registration Data) may, at RSMeans option, result in immediate suspension or termination of your right to use the Fee-Based Services without refund of any amounts paid by you or cancellation of any amounts then payable by you.

e. You agree to promptly update your Registration Data, including your password, in the event of any known or suspected unauthorized use of your subscription, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information. In the event of a breach of security, you will remain liable for any unauthorized use of your subscription.

3. Your Password.

As part of the Registration process, you will select a password. This password is for your individual use only. You are responsible for maintaining the confidentiality of any password you use to access the Fee-Based Services, and agree that RSMeans will have no obligation with regards thereto.

4. Privacy Policy.

The terms and conditions of the RSMeans privacy policy ("Privacy Policy") applicable to this Web site, as such terms and conditions may be changed by RSMeans from time to time in its sole discretion, are set out in the section labeled Privacy on the home page of this Web site. Such terms and conditions are incorporated herein and included in this Agreement. As indicated in the Privacy Policy, RSMeans shall have the right to review estimates and other information created by you in connection with your use of this Web site, and may aggregate such information with information created by other users of this Web site for the purpose of developing statistical data which may be used by RSMeans and its affiliates for such purposes as RSMeans and its affiliates may determine in their sole discretion. Click here for the **Latest Privacy Policy.**

5. Copyright and Trademarks.

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You agree not to use any trademarks, service marks, names, logos, or other identifiers of RSMeans or any other Reed Elsevier business, or their employees, licensors, independent contractors, and affiliates without the prior written permission of RSMeans or the relevant Reed Elsevier business. In addition, you may not use trademarks, service marks, names, logos, or other identifiers:

a. In, as, or as part of, your trademarks or those of any third parties;
b. To identify products or services that are not those of RSMeans;
c. In a manner likely to cause confusion; or
d. in a manner that implies that RSMeans sponsors or endorses or is otherwise connected with your own activities, products and services or those of third parties.

6. Forums.

RSMeans may make available to users of this Web site, e-mail notices, newsletters, chat rooms, message boards, bulletin board services or other interactive facilities by means of this Web Site (collectively, the "Forums"). RSMeans cannot review all communications made on or through the Web site. RSMeans reserves the right, but has no obligation, to monitor the Forums and to edit, modify or delete any material which RSMeans in its sole discretion determines to violate this Agreement or to be in any other way offensive or contrary to any RSMeans policy.

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9. Indemnification.

You hereby agree to indemnify, defend and hold harmless RSMeans and its affiliates from and against any and all liability and cost incurred by RSMeans or the affiliates in connection with any third party claim arising out of any breach of any of your obligations set forth herein. RSMeans reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall cooperate as fully as reasonably required in the defense of any such claim. You shall not in any event settle any claim without the prior written consent of RSMeans.

10. Disclaimer of Warranty.

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12. Termination.

RSMeans reserves the right to restrict, suspend or terminate your access to the Fee-Based Services in whole or in part, without notice, with respect to any breach or threatened breach by you of any portion of this Agreement. If RSMeans terminates this Agreement based on a breach of any portion of this Agreement, RSMeans will not refund any amounts paid or cancel any amounts then payable by you and reserves the right to refuse to provide a subscription or any Fee-Based Services to you in the future.

13. Modifications.

a. To this Agreement.

RSMeans has the right to modify this Agreement. Any modification is effective immediately upon posting to the Web site or distribution via electronic mail or conventional mail. Your continued use of the Web site following posting or other notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of RSMeans in providing the Web site, including, without limitation, any change in the Content, is to cancel your subscription in accordance with the subscription help instructions.

b. To the Web site.

RSMeans has the right to modify, suspend or discontinue the Web site or any portion thereof, at any time, including the availability of any area of the Web site, including, without limitation, the Fee-Based Services. RSMeans may also impose limits on certain features and services or restrict your access to part or all of the Web site without notice or liability.

14. General

This Agreement constitutes the entire agreement between you and RSMeans with respect to the Web site, and, if applicable, the Fee-Based Services and supersedes all prior and contemporaneous written or verbal agreements between you and RSMeans. Failure by RSMeans to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. Interpretation and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion shall be reformed to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect.

Subscribing to RSMeans Online indicates your agreement to the terms and conditions set forth above.

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