AI-38751 **1.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

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

BACKGROUND

Attachments

ck reg

Form Review

Form Started By: Monica Badillo Started On: 05/13/2013 04:42 PM

Final Approval Date: 05/13/2013

Approval of Check Register as Summarized Below

May 14th, 2013

Bank Account	Fund	Start Ck #	End Ck #		Amount
01	General Fund	379651	380072		616,829.33
02	Special Revenue	384472	384633		719,148.61
03	Debt Service	2174	2174		550.00
04	Capital Projects	14925	14935		235,777.37
05	Trust & Agency	22778	22788		222,905.94
07	Proprietary	5754	5759		233,872.45
15	Urban Special	28259	28284		244,364.78
			Total checks		**2,273,448.48**
Ach Withdrawals for:					
Trust & Agency Funds			ITEMS:	1	8,073.07
			Total withdrawals:		8,073.07
			Total electronic payments:		8,073.07
			Grand Total:		**2,281,521.55**

ACH Withdrawals

Date	To	For	From	Amount
05/07/13	Esimpkins	457 Reg. P/R PP10	Trust & Agency Fund	8,073.07
			Total Trust & Agency	8,073.07
			Total ACH Withdrawal	8,073.07
			Grand Total	8,073.07

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00379651	500.00	05/14/13	319317 AHLMAN, LUCAS E	C
01	00379652	3,805.00	05/14/13	201979 ALEMAN, JAIME	C
01	00379653	2,230.00	05/14/13	23019 ALEXANDER, MARK	C
01	00379654	960.00	05/14/13	200115 LAW OFFICES OF EDUARDO ANAYA, P.C.	C
01	00379655	200.00	05/14/13	329134 BARBOSA, ALBERTO	C
01	00379656	1,025.00	05/14/13	371262 BARRERA, JOSE OSCAR JR.	C
01	00379657	520.00	05/14/13	297895 LAW OFFICE OF RODOLFO CANCHE JR	C
01	00379658	6,837.50	05/14/13	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00379659	817.50	05/14/13	315532 CARLOS E. ORTEGON, P.C.	C
01	00379660	175.00	05/14/13	348147 EDNA ESCANAME CEDILLO	C
01	00379661	197.50	05/14/13	400246 CEJAS, YURI	C
01	00379662	2,467.50	05/14/13	319848 COLEGIO, ROBERTO	C
01	00379663	1,830.00	05/14/13	299375 LAURA MARTINEZ COLUNGA	C
01	00379664	362.50	05/14/13	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00379665	760.00	05/14/13	322555 ESPINOSA, PILAR V.	C
01	00379666	495.00	05/14/13	208809 ESQUIVEL, ROEL	C
01	00379667	650.00	05/14/13	249378 OSCAR RENE FLORES, P.C.	C
01	00379668	1,755.00	05/14/13	365041 RENE A FLORES	C
01	00379669	1,140.00	05/14/13	362964 SYLVIA VEGA FLORES	C
01	00379670	1,335.00	05/14/13	294772 GALVAN, MONICA M.	C
01	00379671	250.00	05/14/13	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00379672	1,927.50	05/14/13	241873 JAIME ROEL GARCIA	C
01	00379673	1,610.00	05/14/13	406864 GARZA GARCIA, PLLC	C
01	00379674	1,215.00	05/14/13	371432 GARZA, AURELIO	C
01	00379675	1,500.00	05/14/13	181188 GONZALES, FRANCISCO E. JR.	C
01	00379676	210.00	05/14/13	8311 GORENA, DAVID R.	C
01	00379677	1,050.00	05/14/13	385158 GUERRA, ARMANDO M.	C
01	00379678	440.00	05/14/13	400785 GUERRA, JUAN FRANCISCO	C
01	00379679	200.00	05/14/13	383651 GUERRERO, FRANCISCO II	C
01	00379680	692.50	05/14/13	376442 GUTIERREZ, ROEL	C
01	00379681	1,740.00	05/14/13	304204 LAW OFFICES OF DEREK M. HARKRIDER	C
01	00379682	1,570.00	05/14/13	350095 HERNANDEZ, AGUSTIN JR	C
01	00379683	700.00	05/14/13	215724 LAW OFFICE OF ABEL HINOJOSA	C
01	00379684	1,187.50	05/14/13	274046 HINOJOSA, ANNETTE C.	C
01	00379685	200.00	05/14/13	179094 JEANNE E. HOLMES, P.C.	C
01	00379686	450.00	05/14/13	378682 JARVIS LAW FIRM	C
01	00379687	365.00	05/14/13	404217 JARVIS, JASON C.	C
01	00379688	562.50	05/14/13	299219 LAW OFFICE OF ALMA R. GARZA, P.C.	C
01	00379689	2,090.00	05/14/13	390232 LAW OFFICE OF CARLOS R. GALVAN	C
01	00379690	250.00	05/14/13	301752 LAW OFFICE OF ELOY R. GARCIA, JR.	C
01	00379691	1,710.00	05/14/13	92096 SEPULVEDA, ELOY	C
01	00379692	3,335.00	05/14/13	319309 LAW OFFICE OF TRACI LYNN EVANS	C
01	00379693	2,800.00	05/14/13	254673 LOPEZ, GREGORIO R.	C
01	00379694	100.00	05/14/13	371122 LOPEZ, NEREIDA	C
01	00379695	1,085.00	05/14/13	353582 LOPEZ, TEODULO L. JR.	C
01	00379696	1,400.00	05/14/13	307742 MARTINEZ, ARMANDO P.	C
01	00379697	435.00	05/14/13	368903 MICHAEL D. TUTTLE, PLLC	C
01	00379698	945.00	05/14/13	265543 LAW OFFICE OF DANIEL MORA, III	C
01	00379699	2,620.00	05/14/13	226297 MORALES-MARTINEZ, NEREYDA	C
01	00379700	325.00	05/14/13	382647 JORGE MUNOZ	C
01	00379701	325.00	05/14/13	245364 NITSCH, PATRICK A.	C
01	00379702	300.00	05/14/13	396206 OXFORD, AUSTIN HALE	C
01	00379703	245.00	05/14/13	296201 PALACIOS & ASSOCIATES, P.C.	C
01	00379704	2,302.50	05/14/13	347752 JUDITH PENA-MORALES	C
01	00379705	485.00	05/14/13	143456 LAW OFFICE OF GEORGE PITCHFORD	C

Bank	Check No	Amount	Date	Vendor	Type
01	00379706	200.00	05/14/13	291749 RAMIREZ, JOSE ALBINO	C
01	00379707	500.00	05/14/13	159328 RAMIREZ, LUIS R.	C
01	00379708	600.00	05/14/13	95982 RAMIREZ, MARIO	C
01	00379709	1,212.50	05/14/13	407399 REGALADO, LUCY	C
01	00379710	4,997.50	05/14/13	182273 REYES, DANIEL R.	C
01	00379711	1,665.00	05/14/13	360279 THE LAW OFFICE OF SAMUEL REYES	C
01	00379712	375.00	05/14/13	98655 RICHARD GARZA, ATTORNEY AT LAW	C
01	00379713	1,217.50	05/14/13	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00379714	2,550.00	05/14/13	256463 RODRIGUEZ, JOHN J.	C
01	00379715	1,100.00	05/14/13	248614 SAENZ, DAVID	C
01	00379716	200.00	05/14/13	353477 SAHADI, JAMES M.	C
01	00379717	240.00	05/14/13	258776 MICHAEL R. SALINAS, ATTORNEY AT LAW	C
01	00379718	780.00	05/14/13	317063 ROBERT J. SALINAS	C
01	00379719	1,440.00	05/14/13	349844 THE MANGI LAW OFFICE, P.C.	C
01	00379720	370.00	05/14/13	222518 LAW OFFICE OF GREGORIO TREVINO	C
01	00379721	200.00	05/14/13	320196 VALDEZ, ROOSEVELT ROY	C
01	00379722	200.00	05/14/13	251186 THE VASQUEZ LAW FIRM, PC	C
01	00379723	2,270.00	05/14/13	204927 VASQUEZ, LIBRADO KENO	C
01	00379724	200.00	05/14/13	51764 VILLARREAL, E.A., JR.	C
01	00379725	3,080.00	05/14/13	372722 LAW OFFICE OF THOMAS G. WAYLAND	C
01	00379726	537.50	05/14/13	295973 LAW OFFICE OF LENNARD K WHITTAKER	C
01	00379727	3,230.00	05/14/13	326585 WISE, MIGUEL D.	C
01	00379728	389.31	05/14/13	388009 ALVAREZ, RICHARD	C
01	00379729	147.00	05/14/13	262919 BARRERA, VIVIAN	C
01	00379730	34.64	05/14/13	302813 CARRASCO, ROEL	C
01	00379731	186.00	05/14/13	396613 CASTILLON, ALYSSA	C
01	00379732	159.00	05/14/13	192848 CONTRERAS, JESUS	C
01	00379733	29.55	05/14/13	373001 CORTEZ, STEVEN	C
01	00379734	768.52	05/14/13	391832 DE LA ROSA, ALFREDO	C
01	00379735	186.00	05/14/13	391824 DE LA ROSA, ANA-MARIE	C
01	00379736	177.50	05/14/13	275875 EAN HOLDINGS, LLC	C
01	00379737	768.52	05/14/13	391875 ESTRADA, CATHERINE CARRASCO	C
01	00379738	57.00	05/14/13	408697 GARCIA, JAIME	C
01	00379739	2,624.52	05/14/13	30368 GUERRA, RENE A.	C
01	00379740	138.00	05/14/13	360953 HERNANDEZ, HECTOR	C
01	00379741	465.75	05/14/13	296716 HILTON AUSTIN	C
01	00379742	465.75	05/14/13	296716 HILTON AUSTIN	C
01	00379743	465.75	05/14/13	296716 HILTON AUSTIN	C
01	00379744	37.87	05/14/13	295779 HOOPER, CYNTHIA L.	C
01	00379745	186.00	05/14/13	148938 HOWARD, CATHERINE	C
01	00379746	585.00	05/14/13	259071 JOHNSON, KATHY	C
01	00379747	174.00	05/14/13	99163 LEAL, NORBERTO III	C
01	00379748	147.00	05/14/13	406155 LONGORIA, CLARISSA	C
01	00379749	186.00	05/14/13	400840 LOPEZ, ROBERTO JR.	C
01	00379750	138.00	05/14/13	400831 LUNA, RUBEN	C
01	00379751	307.00	05/14/13	362034 MENJARES, PRISCILDA	C
01	00379752	186.00	05/14/13	380695 MOLINA, EFRAIN	C
01	00379753	174.00	05/14/13	186821 MONTEMAYOR, JUAN III	C
01	00379754	370.63	05/14/13	391816 MUNIZ, VICTORIA	C
01	00379755	117.00	05/14/13	94005 OZUNA, RICHARD	C
01	00379756	129.00	05/14/13	375829 ROBLEDO, MOISES	C
01	00379757	129.00	05/14/13	407925 RODRIGUEZ, HUGO	C
01	00379758	186.00	05/14/13	335533 ROSA, YVONNE	C
01	00379759	57.00	05/14/13	356468 SOLIS, JAVIER	C
01	00379760	250.00	05/14/13	287938 TEXAS GANG INVESTIGATORS ASSOCIATION	C

Bank	Check No	Amount	Date	Vendor	Type
01	00379761	250.00	05/14/13	287938 TEXAS GANG INVESTIGATORS ASSOCIATION	C
01	00379762	250.00	05/14/13	287938 TEXAS GANG INVESTIGATORS ASSOCIATION	C
01	00379763	264.00	05/14/13	300446 THE WESTIN LA CANTERA RESORT	C
01	00379764	234.00	05/14/13	406015 VASQUEZ, JOSE R.	C
01	00379765	81.18	05/14/13	18287 WADE, JAMES R.	C
01	00379766	198.00	05/14/13	394386 WORLD CLASS TRAINING	C
01	00379767	53,131.87	05/14/13	347647 CAS COMPANIES LP	C
01	00379768	6,982.68	05/14/13	280046 L & G CONSULTING ENGINEERS, INC.	C
01	00379769	1.00	05/14/13	76856 CITY OF LA JOYA	C
01	00379770	7,280.88	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379771	22.85	05/14/13	39837 VALLEY BOTTLE WATER CO.	C
01	00379772	117.82	05/14/13	287024 VERIZON WIRELESS	C
01	00379773	739.80	05/14/13	397970 4M GRANBURY YOUTH SERVICES, INC.	C
01	00379774	25.00	05/14/13	409138 ACOSTA, MICHAEL CANNIZALES	C
01	00379775	60.04	05/14/13	89885 ACTION HYDRAULIC HOSES, ETC.	C
01	00379776	5,704.60	05/14/13	402990 ACTIVE DATA SOLUTIONS, LLC	C
01	00379777	.15	05/14/13	408786 AGUIRRE, CRISTINA	C
01	00379778	1,782.50	05/14/13	399140 ALARM SECURITY GROUP LLC	C
01	00379779	50.00	05/14/13	409120 ALEJANDRO, ANGEL	C
01	00379780	2,500.00	05/14/13	201979 ALEMAN, JAIME	C
01	00379781	5,755.81	05/14/13	322806 ALLIED FIRE PROTECTION SA, LP	C
01	00379782	110.00	05/14/13	318973 ALLIED WASTE SERVICES OF RIO GRANDE VALL	C
01	00379783	88.88	05/14/13	318973 ALLIED WASTE SERVICES OF RIO GRANDE VALL	C
01	00379784	74.90	05/14/13	408590 ALMEIDA, LUIS ANGEL	C
01	00379785	10.00	05/14/13	408832 ALVAREZ, EUSEBIO	C
01	00379786	96.00	05/14/13	287822 AMERICAN JAIL ASSOCIATION	C
01	00379787	750.00	05/14/13	389447 ANDY TAYLOR & ASSOCIATES, P.C.	C
01	00379788	77.25	05/14/13	199362 ANRIGE, INC.	C
01	00379789	25.00	05/14/13	409111 ARCE, AARON	C
01	00379790	24,062.78	05/14/13	302465 ARGUINDEGUI OIL CO II LTD	C
01	00379791	428.81	05/14/13	328626 AT&T	C
01	00379792	57.35	05/14/13	278378 AT&T LONG DISTANCE	C
01	00379793	98.99	05/14/13	278378 AT&T LONG DISTANCE	C
01	00379794	44.40	05/14/13	366501 AT&T MOBILITY	C
01	00379795	1,615.97	05/14/13	337412 AUTOZONE	C
01	00379796	2.00	05/14/13	409316 AVILA, MAYRA DOLORES	C
01	00379797	4.00	05/14/13	409030 BALLI, GUADALUPE	C
01	00379798	254.85	05/14/13	284858 BARNES & NOBLE	C
01	00379799	6,787.24	05/14/13	197076 BEN E. KEITH FOODS CO.	C
01	00379800	.45	05/14/13	408565 BERAZA, ELIZABETH	C
01	00379801	49.90	05/14/13	408620 BERNAL, JOSE LUIS	C
01	00379802	9,740.60	05/14/13	264423 B.C. FOOD GROUP, LLC	C
01	00379803	48.95	05/14/13	3816 BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
01	00379804	180.00	05/14/13	385778 BIO-OPS, LLC.	C
01	00379805	3,612.63	05/14/13	90476 BOB BARKER COMPANY, INC	C
01	00379806	7,057.85	05/14/13	402559 BORDEN DAIRY COMPANY	C
01	00379807	232.54	05/14/13	4057 BORDER ENGINE REBUILDERS & DIESEL SRVCS	C
01	00379808	98.47	05/14/13	357898 BORDER STATES ELECTRIC SUPPLY	C
01	00379809	240.83	05/14/13	4081 BORDERLAND HARDWARE OF MERCEDES, INC.	C
01	00379810	4.75	05/14/13	408654 BRADY, VICKI	C
01	00379811	25.00	05/14/13	408905 BURNIAS, JOSE G.	C
01	00379812	67.24	05/14/13	4537 BURTON AUTO SUPPLY, INC	C
01	00379813	27.30	05/14/13	4537 BURTON AUTO SUPPLY, INC.	C
01	00379814	116.50	05/14/13	4537 BURTON AUTO SUPPLY, INC.	C
01	00379815	20,000.00	05/14/13	189324 BURTON MCCUMBER & CORTEZ, LLP	C

Bank	Check No	Amount	Date	Vendor		Type
01	00379816	1,169.08	05/14/13	4561	BUSTER LIND PRODUCE	C
01	00379817	25.00	05/14/13	409286	CAMACHO, ROBERT JR.	C
01	00379818	54.00	05/14/13	408638	CANO, ALBERTO	C
01	00379819	287.13	05/14/13	179272	CANON FINANCIAL SERVICES INC.	C
01	00379820	25.00	05/14/13	409200	CANTU, PRUDENCIO FERNANDO ANZALDUA	C
01	00379821	.15	05/14/13	408930	CANTU, SWANNY	C
01	00379822	305.00	05/14/13	408921	CANTU, VERONICA	C
01	00379823	.15	05/14/13	408603	CARRIZALES, ESTEFANIA	C
01	00379824	70.00	05/14/13	408913	CARTER, PATRICIA	C
01	00379825	25.00	05/14/13	409081	CASARES, JESSE	C
01	00379826	517.80	05/14/13	153915	CDW GOVERNMENT INC.	C
01	00379827	1,943.40	05/14/13	5762	CENTRAL PLUMBING & ELECTRIC SUPPLY CO.	C
01	00379828	95.01	05/14/13	229334	CITY OF DONNA	C
01	00379829	2,469.49	05/14/13	10197	CITY OF EDINBURG	C
01	00379830	121.44	05/14/13	10197	CITY OF EDINBURG	C
01	00379831	282.80	05/14/13	6637	CITY OF MISSION	C
01	00379832	46.28	05/14/13	6637	CITY OF MISSION	C
01	00379833	227.90	05/14/13	6637	CITY OF MISSION	C
01	00379834	2,140.66	05/14/13	6696	CITY OF PHARR	C
01	00379835	400.00	05/14/13	234303	COHRS, RICHARD	C
01	00379836	2,795.13	05/14/13	213861	COLLISON MASTERS INC	C
01	00379837	1.00	05/14/13	408557	COOPER, CHAD	C
01	00379838	1,273.75	05/14/13	263559	COPY IT, INC.	C
01	00379839	210.85	05/14/13	270563	CPL RETAIL ENERGY, LP	C
01	00379840	4.00	05/14/13	409090	CRUZ, JOSE ALONZO CALDERON	C
01	00379841	6,754.25	05/14/13	384631	CYMEZ INTERNATIONAL SECURITY LLC	C
01	00379842	8.61	05/14/13	367044	DE ALBA TORTILLA FACTORY & BAKERY	C
01	00379843	9.00	05/14/13	408522	DE LA GARZA, MARBEL LETICIA	C
01	00379844	2.00	05/14/13	408999	DELGADILLO, RAFAEL ESCARENO	C
01	00379845	737.40	05/14/13	178136	DELL MARKETING L.P.	C
01	00379846	29.85	05/14/13	86525	DELTA SPECIALTIES SUPPLY	C
01	00379847	25.00	05/14/13	408883	DIAZ, DULCE ELIZABETH	C
01	00379848	41.62	05/14/13	258385	DISH	C
01	00379849	1.90	05/14/13	408468	DOMINGUEZ, DIANA DEL TORO	C
01	00379850	25.00	05/14/13	409073	DREYES, JAMES MICHAEL	C
01	00379851	434.91	05/14/13	238368	DRS. RODRIGUEZ, ALLEYN, & MARQUEZ PLLC	C
01	00379852	144.64	05/14/13	285641	ECHAVARRIA, KIMBERLY J.	C
01	00379853	619.30	05/14/13	216437	ECHO TRAVEL AGENCY	C
01	00379854	4,893.26	05/14/13	387436	ESPINOSA LAW FIRM, LLC	C
01	00379855	234.00	05/14/13	401102	FLORES, DAVID	C
01	00379856	.60	05/14/13	408360	FLORES, JESUS ROBERTO	C
01	00379857	3.00	05/14/13	408980	FLORES, MANUEL	C
01	00379858	65.25	05/14/13	409324	FLORES, MELISSA CASTILLO	C
01	00379859	6.22	05/14/13	403199	FLORES, SANDRA E.	C
01	00379860	4,391.02	05/14/13	289612	FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
01	00379861	1,923.70	05/14/13	393894	FOOD MARKETING CONCEPTS	C
01	00379862	150.94	05/14/13	13129	FRENCH-ELLISON TRUCK CENTER	C
01	00379863	577.88	05/14/13	321826	G & K SERVICE INC.	C
01	00379864	813.42	05/14/13	321826	G & K SERVICE INC.	C
01	00379865	89.00	05/14/13	183121	GALLS, LLC	C
01	00379866	10.00	05/14/13	408530	GARCIA, CHRISTIAN GUERRERO	C
01	00379867	20.00	05/14/13	408549	GARZA, BEATRICE	C
01	00379868	.15	05/14/13	409162	GARZA, MARKUS TIMOTHY	C
01	00379869	1,984.72	05/14/13	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00379870	1,893.48	05/14/13	169242	GCR TIRE CENTER TDS	C

Bank	Check No	Amount	Date	Vendor	Type
01	00379871	25.00	05/14/13	409146 GOMEZ, DORIS	C
01	00379872	25.00	05/14/13	409103 GOMEZ, FELIPE LEIJA	C
01	00379873	25.00	05/14/13	408824 GONZALEZ, JOSE I.	C
01	00379874	349.60	05/14/13	393029 GONZALEZ, NEREYDA J.	C
01	00379875	10.00	05/14/13	408417 GUERRA, SENAIADA	C
01	00379876	14,264.22	05/14/13	15253 GULF COAST PAPER CO.	C
01	00379877	3,600.00	05/14/13	243981 GUMARO GARZA, M.D.	C
01	00379878	120.00	05/14/13	15369 GUTHRIE'S LOCKSMITH & SAFE SHOP	C
01	00379879	.15	05/14/13	408808 GUZMAN, MARIA DE LOS SANTOS	C
01	00379880	640.08	05/14/13	252468 HACIENDA FORD	C
01	00379881	11.80	05/14/13	198331 HIDALGO COUNTY IRRIGATION DIST. #2	C
01	00379882	52.50	05/14/13	156965 HIDALGO INDEPENDENT SCHOOL DISTRICT	C
01	00379883	223.50	05/14/13	246581 HILL & ROMERO, CERTIFIED COURT REPORTERS	C
01	00379884	166.18	05/14/13	291374 HOME DEPOT CREDIT SERVICES	C
01	00379885	896.00	05/14/13	291374 HOME DEPOT CREDIT SERVICES	C
01	00379886	449.00	05/14/13	233021 HOME DEPOT CREDIT SERVICES	C
01	00379887	153.96	05/14/13	405078 INDUSTRIAL DISTRIBUTION GROUP	C
01	00379888	12,000.00	05/14/13	379093 INSIGHT PUBLIC SECTOR	C
01	00379889	1,263.14	05/14/13	179442 IVAN'S AUTOMOTIVE	C
01	00379890	1,231.62	05/14/13	254576 J.L. CAZARES, D.D.S. P.A.	C
01	00379891	1.00	05/14/13	408425 JARAMILLO, HOMERO CONTRERAS	C
01	00379892	20.00	05/14/13	408840 JOE AREVALO & ASSOC.	C
01	00379893	23.00	05/14/13	175048 JONES MCCLURE PUBLISHING	C
01	00379894	38.97	05/14/13	20028 KAUTSCH TRUE VALUE HARDWARE	C
01	00379895	256.00	05/14/13	281786 L-3 COMMUNICATIONS MOBILE-VISION, INC.	C
01	00379896	75.00	05/14/13	354023 LA VILLA INDEPENDENT SCHOOL DISTRICT	C
01	00379897	6,407.42	05/14/13	119784 LABATT FOOD SERVICE	C
01	00379898	2.75	05/14/13	408492 LARA, JOE JR.	C
01	00379899	.15	05/14/13	408573 LARA, SOFIA	C
01	00379900	8,972.14	05/14/13	389935 LAW OFFICE OF JOSE GARZA	C
01	00379901	2,064.32	05/14/13	204129 LAW OFFICES OF PRESTON HENRICHSON P.C.	C
01	00379902	25.00	05/14/13	409189 LEAL, JAIME JR.	C
01	00379903	130.00	05/14/13	237507 LEXISNEXIS	C
01	00379904	50.00	05/14/13	408948 LIMON, JESUS JR.	C
01	00379905	.10	05/14/13	408875 LIMON, XOCHITL P.	C
01	00379906	74.93	05/14/13	143731 LONE STAR OVERNIGHT	C
01	00379907	659.00	05/14/13	288772 LONE STAR UNIFORMS, INC.	C
01	00379908	25.00	05/14/13	409227 LOPEZ, ALEJANDRO GARCIA	C
01	00379909	4.00	05/14/13	408450 LOPEZ, ANDREA VALDEZ	C
01	00379910	750.00	05/14/13	404462 LOPEZ, CATALINA	C
01	00379911	9.00	05/14/13	409251 LOPEZ, MOISES MORILLO	C
01	00379912	25.00	05/14/13	409014 LOSOYA, NOEL	C
01	00379913	183.94	05/14/13	349798 LOWE'S	C
01	00379914	.75	05/14/13	409308 LUNA, MATHEW	C
01	00379915	300.00	05/14/13	330019 M & M TOWING AND RECOVERY INC	C
01	00379916	3,671.49	05/14/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00379917	6,900.00	05/14/13	152951 MARIN GARZA M.D.	C
01	00379918	1.00	05/14/13	408379 MARISCAL, ADILENA	C
01	00379919	50.00	05/14/13	408646 MARTINEZ, ELIZABETH	C
01	00379920	33.00	05/14/13	409022 MARTINEZ, JUAN AVILA	C
01	00379921	1.00	05/14/13	409049 MARTINEZ, MARIA ELVA	C
01	00379922	7.91	05/14/13	347388 MARTINEZ, MARIO	C
01	00379923	2.00	05/14/13	408387 MASIAS, CRESCENCIO	C
01	00379924	1.00	05/14/13	409243 MAZA, LILLIANA	C
01	00379925	33.00	05/14/13	408514 MEDINA, JOEL MOISES	C

Bank	Check No	Amount	Date	Vendor	Type
01	00379926	846.00	05/14/13	156981 MERCEDES INDEPENDENT SCHOOL DISTRICT	C
01	00379927	970.00	05/14/13	176729 MIKE YOUNG BUSINESS FORMS	C
01	00379928	85.00	05/14/13	62952 MIKE'S QUALITY PRINTING	C
01	00379929	158.79	05/14/13	138479 MILITARY HIGHWAY WATER SUPPLY CORP.	C
01	00379930	38.35	05/14/13	125334 MINGO'S CAR KLINIC & DETAILING	C
01	00379931	74.20	05/14/13	401960 MISSION QUICK LUBE, INC.	C
01	00379932	102.00	05/14/13	275506 MOBILE RELAYS PARTNERS, LTD.	C
01	00379933	348.56	05/14/13	388467 MODEL LAUNDRY, LLC	C
01	00379934	251.55	05/14/13	72745 MONTALVO INSURANCE AGENCY, INC.	C
01	00379935	360.00	05/14/13	356158 MOORE MEDICAL LLC	C
01	00379936	1,295.00	05/14/13	294144 MSC INDUSTRIAL SUPPLY CO.	C
01	00379937	73.00	05/14/13	408662 MURILLO, DAVID	C
01	00379938	30,000.00	05/14/13	286648 MUSEUM OF SOUTH TEXAS HISTORY	C
01	00379939	828.89	05/14/13	153842 NICHO PRODUCE CO, INC	C
01	00379940	718.62	05/14/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00379941	544.17	05/14/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00379942	62.13	05/14/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00379943	90.13	05/14/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00379944	31.82	05/14/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00379945	175.50	05/14/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00379946	59.26	05/14/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00379947	191.29	05/14/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00379948	2,144.00	05/14/13	182834 NTC DRUG TESTING SERVICES, INC.	C
01	00379949	5,213.90	05/14/13	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00379950	11.03	05/14/13	27057 OFFICE COMMUNICATIONS SYSTEMS, INC.	C
01	00379951	1,092.34	05/14/13	312231 OFFICE DEPOT	C
01	00379952	7.00	05/14/13	408484 OLVERA, NINFA ROSALVA	C
01	00379953	25.00	05/14/13	409154 ONTIVEROS, TOMMY JESUS	C
01	00379954	32.90	05/14/13	408867 OROZCO, RAUL VARGAS	C
01	00379955	1.50	05/14/13	408972 PALACIOS, FRANCISCO ISAI	C
01	00379956	39,875.00	05/14/13	99953 PALM VALLEY ANIMAL CENTER	C
01	00379957	1.00	05/14/13	408433 PENA, DIANA ISABELL	C
01	00379958	25.00	05/14/13	409057 PENA, ESTER SUSANA	C
01	00379959	6.90	05/14/13	408859 PEREZ, JESUS	C
01	00379960	54.75	05/14/13	409367 PEREZ, VERONICA	C
01	00379961	8,475.20	05/14/13	247448 PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA	C
01	00379962	158.15	05/14/13	316849 PERFORMANCE THERAPEUTICS - EL	C
01	00379963	3,117.60	05/14/13	28894 POSTMASTER	C
01	00379964	828.00	05/14/13	75051 POSTMASTER	C
01	00379965	842.92	05/14/13	409413 PRADO, ODETTE	C
01	00379966	16,030.00	05/14/13	400190 PREMIER UNIFORM, INC.	C
01	00379967	70.50	05/14/13	131008 PROGRESO I.S.D.	C
01	00379968	50.00	05/14/13	263702 PSJA INDEPENDENT SCHOOL DISTRICT	C
01	00379969	25.00	05/14/13	408611 PUENTE, RICARDO	C
01	00379970	47.46	05/14/13	357448 RAMIREZ, PEDRO LUIS	C
01	00379971	1.00	05/14/13	409197 RAMIREZ, ROSIE	C
01	00379972	6.00	05/14/13	409260 RAZO, NORMA ALICIA	C
01	00379973	2,411.12	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379974	976.84	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379975	93.59	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379976	31.20	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379977	54.53	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379978	54.53	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379979	28.94	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379980	60.64	05/14/13	277223 RELIANT, DEPT 0954	C

Bank	Check No	Amount	Date	Vendor	Type
01	00379981	101.03	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379982	149.16	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379983	5.50	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379984	312.00	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379985	177.09	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379986	46.05	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379987	106.23	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379988	15.60	05/14/13	277223 RELIANT, DEPT 0954	C
01	00379989	.15	05/14/13	408816 REYES, ANABEL A.	C
01	00379990	2.80	05/14/13	408395 REYES, ENRIQUE MANUEL	C
01	00379991	2.00	05/14/13	408964 REYNA, DANIEL	C
01	00379992	90.00	05/14/13	397563 RIO GRANDE VALLEY COMMUNICATIONS GROUP	C
01	00379993	36.63	05/14/13	216607 RIO HYDRAULIC, LLC	C
01	00379994	1.00	05/14/13	409278 RIVERA, ROSA ELIA	C
01	00379995	236.50	05/14/13	233846 ROCHESTER ARMORED CAR CO.,INC.	C
01	00379996	25.00	05/14/13	409170 RODRIGUEZ, RICARDO	C
01	00379997	5,525.00	05/14/13	349127 ROY E. CAIN, PHD	C
01	00379998	62.00	05/14/13	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
01	00379999	20.77	05/14/13	304131 SAENZ HARDWARE	C
01	00380000	948.00	05/14/13	211109 SAFEGUARD UNIVERSAL B.F. & S.	C
01	00380001	1.00	05/14/13	409340 SALAZAR, LUIS H. RODRIGUEZ	C
01	00380002	25.00	05/14/13	409065 SALAZAR, SERGIO FRANCO	C
01	00380003	148.21	05/14/13	396257 SALDANA, MARISELA	C
01	00380004	30.72	05/14/13	268674 SAM'S CAFE	C
01	00380005	.15	05/14/13	408794 SANCHEZ, ALEXIS PALOMA	C
01	00380006	1,636.00	05/14/13	399981 SANCHEZ, ROBERT	C
01	00380007	2.00	05/14/13	408352 SEGURA, JOEL	C
01	00380008	3,712.17	05/14/13	382639 SERVICEWEAR APPAREL INC	C
01	00380009	15.94	05/14/13	34088 SHARYLAND WATER SUPPLY CORP	C
01	00380010	14,846.64	05/14/13	201839 SHAVER FOODS, LLC	C
01	00380011	123.24	05/14/13	34282 SHERWIN-WILLIAMS COMPANY	C
01	00380012	3,700.00	05/14/13	409421 SILVA, DANIEL	C
01	00380013	60.45	05/14/13	328154 SILVA, EDITH	C
01	00380014	2.00	05/14/13	408506 SOTO, JAVIER MUNIZ	C
01	00380015	472.90	05/14/13	34797 SOUTH TEXAS COMMUNICATIONS, INC.	C
01	00380016	42.99	05/14/13	210501 SPRINT	C
01	00380017	1,640.02	05/14/13	319449 STAPLES ADVANTAGE	C
01	00380018	96.00	05/14/13	218723 SUBWAY #6216	C
01	00380019	1,415.75	05/14/13	133655 SUPERIOR ALARMS	C
01	00380020	49.18	05/14/13	336319 SUPERIOR OIL EXPRESS	C
01	00380021	1,171.45	05/14/13	114243 SYSCO INC.	C
01	00380022	25.00	05/14/13	408891 TAMEZ, ERASMO L.	C
01	00380023	408.75	05/14/13	36153 TEJAS EQUIPMENT RENTAL & SALES	C
01	00380024	600.00	05/14/13	36471 TEXAS AGRILIFE EXTENSION SERVICE	C
01	00380025	55.00	05/14/13	268461 TEXAS DEPARTMENT OF LICENSING & REGULATI	C
01	00380026	1.00	05/14/13	264474 TEXAS DEPARTMENT OF PUBLIC SAFETY	C
01	00380027	1,225.00	05/14/13	369039 UTW TIRE COLLECTION SERVICES	C
01	00380028	255.00	05/14/13	37079 TEXAS PARKS & WILDLIFE DEPARTMENT	C
01	00380029	5,200.00	05/14/13	397814 THE BASIC ADVANTAGE, INC.	C
01	00380030	9,999.99	05/14/13	407585 THE MISSION HISTORICAL MUSEUM, INC.	C
01	00380031	295.00	05/14/13	258598 THE PRODUCTIVITY CENTER	C
01	00380032	10,304.76	05/14/13	211672 THORNTON, BIECHLIN, SEGRATO, REYNOLDS &	C
01	00380033	9.00	05/14/13	409219 TIJERINA, MARIA MAGDAL	C
01	00380034	67.91	05/14/13	231924 TIME WARNER CABLE	C
01	00380035	17,804.88	05/14/13	302007 TIRE CENTERS, LLC	C

Bank	Check No	Amount	Date	Vendor	Type
01	00380036	94.55	05/14/13	213934 TRANE U.S. INC.	C
01	00380037	87.98	05/14/13	205249 TREVINO'S RESTAURANT	C
01	00380038	25.00	05/14/13	409235 TREVINO, EDIE ABIMAE VILLARREAL	C
01	00380039	11,823.49	05/14/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00380040	5,549.76	05/14/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00380041	3,262.20	05/14/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00380042	6,981.33	05/14/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00380043	7,077.08	05/14/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00380044	308.52	05/14/13	155284 UNITED PARCEL SERVICE	C
01	00380045	91.00	05/14/13	409375 VALLE, ANNA MARIA	C
01	00380046	1,117.60	05/14/13	39837 VALLEY BOTTLE WATER CO.	C
01	00380047	498.09	05/14/13	263044 VALLEY GARDEN CENTER, INC.	C
01	00380048	1,799.35	05/14/13	132799 VALLEY OUTDOOR POWER EQUIPMENT, INC.	C
01	00380049	25.00	05/14/13	387304 VASQUEZ, ARMANDO GONZALEZ	C
01	00380050	10.00	05/14/13	408581 VASQUEZ, JENNIFER	C
01	00380051	2.00	05/14/13	408409 VASQUEZ, LUDIVINA	C
01	00380052	1.00	05/14/13	408956 VELA, JOSE M.	C
01	00380053	25.00	05/14/13	409006 VENTURA, ELVIRA	C
01	00380054	19.90	05/14/13	409332 VERA, MARK ANTHONY	C
01	00380055	285.26	05/14/13	251577 VERIZON SOUTHWEST	C
01	00380056	486.62	05/14/13	287024 VERIZON WIRELESS	C
01	00380057	75.98	05/14/13	287024 VERIZON WIRELESS	C
01	00380058	443.98	05/14/13	287024 VERIZON WIRELESS	C
01	00380059	225.50	05/14/13	208078 VIDEO SOUND & LIGHT ENTERPRISES INC.	C
01	00380060	5.00	05/14/13	405116 VILLEGAS, EVAN	C
01	00380061	8.00	05/14/13	408441 VORIS, CHARLES	C
01	00380062	847.79	05/14/13	40991 W. W. GRAINGER INC.	C
01	00380063	73.07	05/14/13	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
01	00380064	205.00	05/14/13	351113 WEBBER, JESSE	C
01	00380065	64.16	05/14/13	179701 WESLACO FORD, LLP	C
01	00380066	468.00	05/14/13	56855 WESLACO INDEPENDENT SCHOOL DISTRICT	C
01	00380067	15.00	05/14/13	319082 WHAT-A-WASH CARWASH	C
01	00380068	355.39	05/14/13	42129 XEROX CORPORATION	C
01	00380069	548.49	05/14/13	42129 XEROX CORPORATION	C
01	00380070	978.00	05/14/13	176834 ADVANCED /SUPERIOR PAGING	C
01	00380071	.15	05/14/13	409294 ZARATE, MIHAEL RANDY	C
01	00380072	1.00	05/14/13	408476 ZAVALA, NICOLAS ANTONIO LOA JR.	C
Total Bank No 01		**616,829.33**			
02	00384472	101,797.42	05/14/13	343854 DOS LOGISTICS, INC.	C
02	00384473	107,768.12	05/14/13	363308 VALLEY LAND TITLE COMPANY LTD	C
02	00384474	262,473.30	05/14/13	343854 DOS LOGISTICS, INC.	C
02	00384475	179.00	05/14/13	187348 FRED PRYOR SEMINARS/CAREER TRACK	C
02	00384476	1,785.00	05/14/13	194336 THE UNIVERSITY OF TEXAS-PAN AMERICAN	C
02	00384477	2,800.60	05/14/13	293989 A & J MARTINEZ, LP	C
02	00384478	4.52	05/14/13	276464 ADRIANO, ABRAHAM	C
02	00384479	344.00	05/14/13	130036 AGUILAR, JAVIER	C
02	00384480	612.00	05/14/13	403709 AL3 ENTERPRISES, LLC	C
02	00384481	67.80	05/14/13	367427 ALANIS, MARTHA ELENA	C
02	00384482	3,990.20	05/14/13	391972 ALANIZ COUNSELING & BEHAVIORAL CTR, P.C.	C
02	00384483	2,320.00	05/14/13	299014 AMAYA, JERRY	C
02	00384484	260.92	05/14/13	54755 ARGUS SECURITY SYSTEMS	C
02	00384485	260.92	05/14/13	54755 ARGUS SECURITY SYSTEMS	C
02	00384486	401.72	05/14/13	363502 ARREDONDO, ALIFONSO III	C
02	00384487	13.56	05/14/13	363545 BAEZ, MARIA ELIZABETH	C

Bank	Check No	Amount	Date	Vendor	Type
02	00384488	74.58	05/14/13	399914 BALTAZAR, LAZARO	C
02	00384489	680.00	05/14/13	385778 BIO-OPS, LLC.	C
02	00384490	4.52	05/14/13	354856 CAMERO, BEATRICE	C
02	00384491	373.80	05/14/13	172219 CANO PRODUCE CO., INC.	C
02	00384492	115.26	05/14/13	270415 CANO, BLANCA E.	C
02	00384493	532.23	05/14/13	222062 CARRILLO, IRENE	C
02	00384494	144.00	05/14/13	363707 CARRILLO, VERONICA	C
02	00384495	27.69	05/14/13	295299 CASAS, ANA	C
02	00384496	10.17	05/14/13	404489 CERVANTES, DEO L.	C
02	00384497	108.88	05/14/13	229334 CITY OF DONNA	C
02	00384498	46.06	05/14/13	229334 CITY OF DONNA	C
02	00384499	170.02	05/14/13	10197 CITY OF EDINBURG	C
02	00384500	82.30	05/14/13	76856 CITY OF LA JOYA	C
02	00384501	14,509.52	05/14/13	76856 CITY OF LA JOYA	C
02	00384502	157.53	05/14/13	398756 CITY OF RIO GRANDE CITY	C
02	00384503	2,791.04	05/14/13	403954 COLORADO BOXED BEEF CO.	C
02	00384504	121.48	05/14/13	370827 COMPEAN, MARIO	C
02	00384505	840.00	05/14/13	307882 CORRECTIONAL MANAGEMENT INSTITUTE OF TX	C
02	00384506	32.21	05/14/13	374768 CRISTOBAL, SONIA	C
02	00384507	105.09	05/14/13	366382 DEL BOSQUE, ESTEBAN	C
02	00384508	152.36	05/14/13	275875 EAN HOLDINGS, LLC	C
02	00384509	276.85	05/14/13	272922 GARCIA, JOSE GUADALUPE	C
02	00384510	45.20	05/14/13	281158 GARCIA, REFUGIO III	C
02	00384511	42.94	05/14/13	406066 GARZA, CLARISSA	C
02	00384512	208.00	05/14/13	122637 GARZA, RICHARD	C
02	00384513	566.94	05/14/13	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00384514	5,937.00	05/14/13	197416 GILLUM, RHONDA L., C.P.A.	C
02	00384515	4,492.50	05/14/13	203017 GLOBAL KNOWLEDGE TRAINING, LLC	C
02	00384516	4,935.00	05/14/13	359211 GONZALEZ, AMANDO O.	C
02	00384517	15.82	05/14/13	224413 GONZALEZ, JOSE I.	C
02	00384518	883.56	05/14/13	252468 HACIENDA FORD	C
02	00384519	13.56	05/14/13	357561 HINOJOSA, ADRIANA MIREYA	C
02	00384520	379.75	05/14/13	129763 OAK FARMS - SAN ANTONIO	C
02	00384521	41.81	05/14/13	360422 JIMENEZ, AMADA	C
02	00384522	500.00	05/14/13	338923 KANG, MARTA	C
02	00384523	409.40	05/14/13	225967 LA QUINTA INN & SUITES - MOPAC	C
02	00384524	500.25	05/14/13	119784 LABATT FOOD SERVICE	C
02	00384525	139.56	05/14/13	334723 LANDEZ, MARTIN	C
02	00384526	68.93	05/14/13	258881 LIMAS, ALBERTO Z.	C
02	00384527	9.04	05/14/13	399906 MACIEL, MAYRA J.	C
02	00384528	806.42	05/14/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00384529	1,629.60	05/14/13	405817 MARCH OF DIMES FOUNDATION	C
02	00384530	33.90	05/14/13	336866 MARTINEZ, ALEXIS	C
02	00384531	72.32	05/14/13	366404 MARTINEZ, JULIO JR.	C
02	00384532	101.26	05/14/13	23825 MCALLEN PUBLIC UTILITY	C
02	00384533	52.05	05/14/13	138479 MILITARY HIGHWAY WATER SUPPLY CORP.	C
02	00384534	14.69	05/14/13	287326 MILLS, CLINT	C
02	00384535	63.28	05/14/13	354864 MORALES, HOMERO	C
02	00384536	15.82	05/14/13	271861 MORENO, MARIA AURORA	C
02	00384537	810.89	05/14/13	373486 OCHOA'S RX LLC	C
02	00384538	27.12	05/14/13	124575 OLIVAREZ, RENEE L.	C
02	00384539	848.70	05/14/13	202398 OMNI AUSTIN HOTEL-SOUTHPARK	C
02	00384540	248.40	05/14/13	202398 OMNI AUSTIN HOTEL-SOUTHPARK	C
02	00384541	227.70	05/14/13	381594 PENA, GUSTAVO	C
02	00384542	5.65	05/14/13	216267 PONCE, DAVID	C

Bank	Check No	Amount	Date	Vendor	Type
02	00384543	374.99	05/14/13	277223 RELIANT, DEPT 0954	C
02	00384544	557.73	05/14/13	277223 RELIANT, DEPT 0954	C
02	00384545	28.25	05/14/13	234176 RODRIGUEZ, HECTOR	C
02	00384546	25.99	05/14/13	308641 SEGUNDO, SANDRA	C
02	00384547	197.53	05/14/13	34088 SHARYLAND WATER SUPPLY CORP	C
02	00384548	4,190.76	05/14/13	287199 SHI GOVERNMENT SOLUTIONS, INC.	C
02	00384549	86.85	05/14/13	17701 SILVA, ISRAEL JR.	C
02	00384550	22.60	05/14/13	398730 SMITH, GLENASE	C
02	00384551	47.46	05/14/13	354775 SOLIS, MARIA DEL JESUS	C
02	00384552	763.00	05/14/13	319449 STAPLES BUSINESS ADVANTAGE	C
02	00384553	127.69	05/14/13	251283 STERICYCLE, INC	C
02	00384554	1,758.02	05/14/13	114243 SYSCO INC.	C
02	00384555	74,412.48	05/14/13	397725 TEXAS JUVENILE JUSTICE DEPARTMENT	C
02	00384556	7,510.06	05/14/13	274976 THE CIMA COMPANIES INC	C
02	00384557	64.41	05/14/13	285544 TREVINO, LETICIA	C
02	00384558	90.00	05/14/13	214264 TRI-COUNTY COMMUNICATIONS, LTD	C
02	00384559	558.79	05/14/13	225207 VALDEZ, ANGELICA	C
02	00384560	484.95	05/14/13	39837 VALLEY BOTTLE WATER CO.	C
02	00384561	359.73	05/14/13	251577 VERIZON SOUTHWEST	C
02	00384562	95.58	05/14/13	251577 VERIZON SOUTHWEST	C
02	00384563	113.97	05/14/13	287024 VERIZON WIRELESS	C
02	00384564	23.17	05/14/13	255017 VILLANUEVA, JOEL	C
02	00384565	326.34	05/14/13	392251 WASTE CONNECTIONS OF TEXAS	C
02	00384566	97.42	05/14/13	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
02	00384567	1,368.39	05/14/13	277355 WRS GROUP, LTD	C
02	00384568	600.30	05/14/13	407747 LEO HOSPITALITY LLC	C
02	00384569	193.23	05/14/13	328308 ZAVALA, RICARDO	C
02	00384570	750.00	05/14/13	198412 ACE COURT REPORTING SERVICE & DIGITAL	C
02	00384571	1,322.72	05/14/13	177199 AMERICAN INDUSTRIAL SUPPLIES & TOOL	C
02	00384572	80.37	05/14/13	314927 AMIGO BOLT & SUPPLY	C
02	00384573	3,223.27	05/14/13	1961 ANDERSON EQUIPMENT CO INC	C
02	00384574	210.00	05/14/13	199362 ANRIGE, INC.	C
02	00384575	41,939.28	05/14/13	302465 ARGUINDEGUI OIL CO II LTD	C
02	00384576	169.20	05/14/13	337412 AUTOZONE	C
02	00384577	22.92	05/14/13	3778 BEVERLY'S HARDWARE	C
02	00384578	746.31	05/14/13	3816 BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
02	00384579	234.76	05/14/13	4081 BORDERLAND HARDWARE OF MERCEDES, INC.	C
02	00384580	117.62	05/14/13	4537 BURTON AUTO SUPPLY, INC	C
02	00384581	199.59	05/14/13	4537 BURTON AUTO SUPPLY, INC.	C
02	00384582	4,650.00	05/14/13	150207 CENTRAL FENCE & SUPPLY, LTD	C
02	00384583	79.98	05/14/13	334634 CENTRAL POLY CORPORATION	C
02	00384584	102.24	05/14/13	362212 TAYLOR CORPORATION	C
02	00384585	21.49	05/14/13	178136 DELL MARKETING L.P.	C
02	00384586	812.50	05/14/13	86525 DELTA SPECIALTIES SUPPLY	C
02	00384587	33.99	05/14/13	228389 DIRECTV	C
02	00384588	100.00	05/14/13	201219 EXCELLENT FENCE	C
02	00384589	1,485.03	05/14/13	311928 FASTENAL COMPANY	C
02	00384590	71.92	05/14/13	344699 FIESTA CHEVROLET, INC.	C
02	00384591	52.60	05/14/13	321826 G & K SERVICE INC.	C
02	00384592	12.60	05/14/13	321826 G & K SERVICE INC.	C
02	00384593	1,150.00	05/14/13	57622 GARZA, ALMA A.	C
02	00384594	1,148.42	05/14/13	169242 GCR TIRE CENTER TDS	C
02	00384595	85.46	05/14/13	15253 GULF COAST PAPER CO.	C
02	00384596	519.62	05/14/13	94366 HOLT TEXAS, LTD. DBA HOLT CAT	C
02	00384597	1,527.96	05/14/13	291374 HOME DEPOT CREDIT SERVICES	C

Bank	Check No	Amount	Date	Vendor		Type
02	00384598	1,164.64	05/14/13	405078	INDUSTRIAL DISTRIBUTION GROUP	C
02	00384599	420.00	05/14/13	275026	L & R PRECAST CONCRETE WORKS, INC.	C
02	00384600	345.00	05/14/13	282693	LEXISNEXIS	C
02	00384601	145.34	05/14/13	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00384602	534.90	05/14/13	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00384603	277.32	05/14/13	24996	MISSION AUTO ELECTRIC, INC.	C
02	00384604	5,000.00	05/14/13	312258	MUNOZ, DORA L.	C
02	00384605	2,000.00	05/14/13	312258	MUNOZ, DORA L.	C
02	00384606	103.93	05/14/13	25895	NORTH ALAMO WATER SUPPLY CORP	C
02	00384607	110.95	05/14/13	25895	NORTH ALAMO WATER SUPPLY CORP	C
02	00384608	37.02	05/14/13	25895	NORTH ALAMO WATER SUPPLY CORP	C
02	00384609	53.49	05/14/13	195545	NUECES POWER EQUIPMENT	C
02	00384610	408.83	05/14/13	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
02	00384611	2,440.10	05/14/13	139262	OIL PATCH FUEL & SUPPLY, INC.	C
02	00384612	337.00	05/14/13	398179	PCHELP, LTD	C
02	00384613	120.00	05/14/13	299715	RAUL LONGORIA RADIATOR SHOP	C
02	00384614	1,773.36	05/14/13	277223	RELIANT, DEPT 0954	C
02	00384615	264.45	05/14/13	277223	RELIANT, DEPT 0954	C
02	00384616	457.60	05/14/13	277223	RELIANT, DEPT 0954	C
02	00384617	46.05	05/14/13	277223	RELIANT, DEPT 0954	C
02	00384618	157.81	05/14/13	277223	RELIANT, DEPT 0954	C
02	00384619	929.44	05/14/13	277223	RELIANT, DEPT 0954	C
02	00384620	92.11	05/14/13	277223	RELIANT, DEPT 0954	C
02	00384621	30.40	05/14/13	311332	RIO GRANDE CONCRETE ACCESSORIES & SUPPLI	C
02	00384622	93.46	05/14/13	283797	ROMCO EQUIPMENT CO.	C
02	00384623	1,267.10	05/14/13	269123	RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00384624	28.00	05/14/13	34088	SHARYLAND WATER SUPPLY CORP	C
02	00384625	103.62	05/14/13	319449	STAPLES ADVANTAGE	C
02	00384626	77.40	05/14/13	336319	SUPERIOR OIL EXPRESS	C
02	00384627	52.03	05/14/13	231924	TIME WARNER CABLE	C
02	00384628	13,329.23	05/14/13	302007	TIRE CENTERS, LLC	C
02	00384629	81.90	05/14/13	39837	VALLEY BOTTLE WATER CO.	C
02	00384630	335.79	05/14/13	287024	VERIZON WIRELESS	C
02	00384631	146.14	05/14/13	179337	WASTE MANAGEMENT OF TEXAS, INC.	C
02	00384632	15.00	05/14/13	319082	WHAT-A-WASH CARWASH	C
02	00384633	437.93	05/14/13	42129	XEROX CORPORATION	C
Total Bank No 02		**719,148.61**				
03	00002174	550.00	05/14/13	362417	BBVA COMPASS BANK	C
Total Bank No 03		**550.00**				
04	00014925	3,897.40	05/14/13	314439	CATAMOUNT FINANCE, LP	C
04	00014926	1,945.63	05/14/13	227889	TEDSI INFRASTRUCTURE GROUP, INC.	C
04	00014927	501.00	05/14/13	221562	HALFF ASSOCIATES, INC.	C
04	00014928	3,150.00	05/14/13	381004	HLH APPRAISAL SERVICES	C
04	00014929	14,669.21	05/14/13	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00014930	85,985.40	05/14/13	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00014931	9,058.12	05/14/13	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00014932	2,991.00	05/14/13	275026	L & R PRECAST CONCRETE WORKS, INC.	C
04	00014933	8,000.00	05/14/13	100102	LEONEL GARZA, JR. & ASSOCIATES LLC	C
04	00014934	98,291.07	05/14/13	227889	TEDSI INFRASTRUCTURE GROUP, INC.	C
04	00014935	7,288.54	05/14/13	363308	VALLEY LAND TITLE COMPANY LTD	C
Total Bank No 04		**235,777.37**				
05	00022778	27,652.33	05/14/13	217972	ALLSTATE WORKPLACE DIVISION	C
05	00022779	6,268.50	05/14/13	388645	FORT DEARBORN LIFE INSURANCE COMPANY	C
05	00022780	73,359.86	05/14/13	298611	HUMANADENTAL INSURANCE CO.	C

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
05	00022781	153.05	05/14/13	298611 HUMANADENTAL INSURANCE CO.	C
05	00022782	25.04	05/14/13	376663 METROPOLITAN LIFE INSURANCE COMPANY	C
05	00022783	8.78	05/14/13	376736 SAFEGUARD HEALTH PLANS, INC.	C
05	00022784	65,000.16	05/14/13	406694 TRANSAMERICA LIFE INSURANCE COMPANY	C
05	00022785	29,816.88	05/14/13	368059 UNUM LIFE INSURANCE COMPANY OF AMERICA	C
05	00022786	20,576.94	05/14/13	406708 VISION SERIVCE PLAN INSURANCE COMPANY	C
05	00022787	8.78	05/14/13	406708 VISION SERIVCE PLAN INSURANCE COMPANY	C
05	00022788	35.62	05/14/13	406708 VISION SERIVCE PLAN INSURANCE COMPANY	C
Total Bank No 05		**222,905.94**			
07	00005754	229,554.88	05/14/13	354295 HEALTH CARE SERVICE CORPORATION	C
07	00005755	54.24	05/14/13	153915 CDW GOVERNMENT INC.	C
07	00005756	2,914.53	05/14/13	13897 GATEWAY PRINTING	C
07	00005757	759.09	05/14/13	27057 OFFICE COMMUNICATIONS SYSTEMS	C
07	00005758	571.46	05/14/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
07	00005759	18.25	05/14/13	39837 VALLEY BOTTLE WATER CO.	C
Total Bank No 07		**233,872.45**			
15	00028259	6,404.63	05/14/13	370029 ADVOCACY RESOURCE CENTER FOR HOUSING	C
15	00028260	1,496.40	05/14/13	401374 AIM MEDIA TEXAS OPERATING, LLC	C
15	00028261	976.29	05/14/13	229555 ALCOCER GARCIA ASSOCIATES, INC.	C
15	00028262	59.89	05/14/13	394823 ALVARADO, DALILA S.	C
15	00028263	40.68	05/14/13	376027 ARMENTA, CANDACE JENET	C
15	00028264	2,976.39	05/14/13	344176 BOYS & GIRLS CLUB OF ALAMO, INC.	C
15	00028265	1,920.00	05/14/13	344168 BOYS & GIRLS CLUB OF EDINBURG RGV, INC.	C
15	00028266	76,513.87	05/14/13	375446 CATHOLIC CHARITIES OF THE RGV	C
15	00028267	14,787.92	05/14/13	255521 CHILDREN'S ADVOCACY CENTER OF HIDALGO	C
15	00028268	126.39	05/14/13	10197 CITY OF EDINBURG	C
15	00028269	35.02	05/14/13	344273 DE LA GARZA, STEVEN	C
15	00028270	637.63	05/14/13	77356 FIRST NATIONAL BANK OF EDINBURG	C
15	00028271	5,540.51	05/14/13	125717 FRONTERA MATERIALS, INC	C
15	00028272	101.14	05/14/13	384704 GONZALEZ, ESTER	C
15	00028273	57.63	05/14/13	344281 GUERRA, MONICA	C
15	00028274	59,679.54	05/14/13	344834 HIDALGO COUNTY TREASURER	C
15	00028275	21,845.00	05/14/13	402524 HIGHMARK CONTRUCTION CO. LLC	C
15	00028276	47,293.47	05/14/13	404330 JCON CONTRUCTION LLC	C
15	00028277	83.06	05/14/13	346772 LEAL, MONICA	C
15	00028278	948.70	05/14/13	344443 SENIOR COMMUNITY OUTREACH SERVICES, INC.	C
15	00028279	960.10	05/14/13	310654 SERNA, DIANA R	C
15	00028280	399.26	05/14/13	319449 STAPLES CREDIT PLAN	C
15	00028281	146.90	05/14/13	396354 TREVINO, ERIC A.	C
15	00028282	56.26	05/14/13	39837 VALLEY BOTTLE WATER CO.	C
15	00028283	95.49	05/14/13	287024 VERIZON WIRELESS	C
15	00028284	1,182.61	05/14/13	42129 XEROX CORPORATION	C
Total Bank No 15		**244,364.78**			

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	2,273,448.48
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**2,273,448.48**

Batch Yr	Batch No	Amount
13	**003452**	**12,743.45**

Bank	Check No	Amount	Date	Vendor			Type
					13	**003465**	**8,662.50**
					13	**003466**	**11,000.00**
					13	**003467**	**26,285.00**
					13	**003468**	**23,207.50**
					13	**003470**	**59,513.04**
					13	**003472**	**401,084.43**
					13	**003475**	**22,695.00**
					13	**003479**	**11,306.64**
					13	**003480**	**255,796.77**
					13	**003481**	**19,798.09**
					13	**003486**	**68,543.26**
					13	**003488**	**13,663.49**
					13	**003490**	**1,908.03**
					13	**003493**	**21,695.79**
					13	**003498**	**123,192.70**
					13	**003500**	**290,598.89**
					13	**003501**	**39,168.60**
					13	**003502**	**5,843.03**
					13	**003503**	**35,677.60**
					13	**003520**	**409.40**
					13	**003522**	**19,267.22**
					13	**003528**	**84,984.43**
					13	**003532**	**244,364.78**
					13	**003537**	**209,565.54**
					13	**003538**	**262,473.30**

AI-38736 **2. A.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Co Wide Adm (1100)

BACKGROUND

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Erika Zamora Started On: 05/10/2013 04:38 PM

Final Approval Date: 05/10/2013

DATE: May 14, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
741	Vehicles	890	Other	629,862.75
			TOTAL	629,862.75

REASON:
To fund AI-38655 for FF&E for the Sheriff Substation and partially fund AI#38648 for the creation of positions for the Sheriff's Substation on the agenda for CC 5/14/13.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38690 **2. B.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. #2 / CO2010A&B (1342)

BACKGROUND

PO #685386

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-122-058-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $233,643.01 as of 5/9/2013

From 733 ------> 841 $56,106.08

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/09/2013 11:34 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Yolanda Cisneros Started On: 05/09/2013 09:15 AM

Final Approval Date: 05/10/2013

DATE: May 9, 2013

2013
Transfer

AI-38690

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
CO2010A&B - MINNESOTA DRAIN PROJECT

ACCOUNT NUMBER: 3-1342-431-00-122-058-0-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
733	DRAINAGE	841	AID TO OTHER GOVERNMENT AGENCY	$56,106.08
			TOTAL	$56,106.08

REASON:
Transfer needed to cover expected expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-38691 **2. C.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. #2 / S.Tower Estates-Little Mexico (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-088-0-xxx

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

BUDGETARY IMPACT:

Funding available in the amount of $232,738.63 as of 5/9/2013

From 733 ------> 731 $232,738.63

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/09/2013 02:00 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Yolanda Cisneros Started On: 05/09/2013 09:18 AM

Final Approval Date: 05/10/2013

DATE: May 9, 2013

2013
Transfer

AI-38691

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
South Tower Estates-Little Mexico

ACCOUNT NUMBER: 3-1200-431-00-122-088-0-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
733	DRAINAGE	731	ROADS	$232,738.63

AI-38708 **2. D.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. #4 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-124-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 05/10/13

439 --> 339 $3,945.00

Attachments

Pct 4 Sanitation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/10/2013 01:26 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Veronica Lopez Started On: 05/10/2013 09:02 AM

Final Approval Date: 05/10/2013

DATE: May 13, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Sanitation

ACCOUNT NUMBER: 3-1100-432-00-124-001-0-XXX

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

2013
Intradepartmental Transfer

AI- 38708

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
439	PCT4 Sanitation- Other R&M Srv	339	PCT4 Sanitation- Other Professional Services	$3,945.00
			TOTAL	**$3,945.00**

REASON:
Transfer needed for Waste Management- Phase 1.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38464 **2. E.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Eric Pacheco Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: 449TH DISTRICT COURT

Information

CAPTION

2013 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available as of 5/1/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:47 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Angela Garcia Started On: 04/26/2013 10:36 AM

Final Approval Date: 05/10/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: April 26, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management for 449th District Court

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

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
611	Police Supplies	619	Other Misc. Supplies	$ 200.00
343	Laundry & Dry Cleaning	619	Other Misc. Supplies	$ 150.00
			TOTAL	**$ 350.00**

REASON:

To cover all technology needed in the courtroom.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-38534 **2. F.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Fire Marshal's Office Submitted By: Sulema Cavazos, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2013 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 5/2/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 07:58 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Sulema Cavazos Started On: 05/01/2013 10:10 AM

Final Approval Date: 05/10/2013

DATE: 05/01/13

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: **3-1100-422-10-300-001-0-XXX**

SUBJECT: **Budget Line-Item Transfer(s)**

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
890	OTHER		619	OTHER MISCELLANEOUS SUPPLIES	$100.00
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
					$100.00

REASON: TO PURCHASE GAMBER BASE FOR LAPTOP IN UNIT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-38728 **2. G.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - DBM Budget Division (1100)

BACKGROUND

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Angela Garcia Started On: 05/10/2013 02:46 PM

Final Approval Date: 05/10/2013

DATE: May 10, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBER: 3-1100-415-14-115-001-0-xxx

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
431	BLDG & OTHER STRUC R&M SERV.	665	MINOR COMPUTER EQUIP.	2,000.00
			TOTAL	$ 2,000.00

REASON:
purchase chairs for courtroom and office

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38568 **2. H.**

CC CONSENT

Meeting Date: 05/14/2013

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. #: 3-1293-441-00-340-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/6/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 08:07 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Mike Escaname Started On: 05/01/2013 04:33 PM

Final Approval Date: 05/10/2013

Date: May 1, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-005-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-005-0-603	H.D. ADM-EDUCATION/INSTRUCTION SUPPLIES	3-1293-441-00-340-005-0-607	H.D. ADM-HSEHLD & JANITORIAL SUPPL	$ 2,073.80
3-1293-441-00-340-005-0-603	H.D. ADM-EDUCATION/INSTRUCTION SUPPLIES	3-1293-441-00-340-005-0-619	H.D. ADM-OTHER MISC SUPPLIES	$ 2,000.00
3-1293-441-00-340-005-0-339	H.D. ADM - OTHER PROF. SRV	3-1293-441-00-340-005-0-664	H.D. ADM - OTHER MINOR EQUIP	$ 2,000.00
			Amount	$ 6,073.80

Revenue Account
Amount Requested: $ 6,073.80

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-38523 **2. I.**

CC CONSENT

Meeting Date: 05/14/2013

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. #: 3-1293-441-00-340-006-3-XXX

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

BUDGETARY IMPACT:

Funds available as of 05-09-13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/01/2013 09:37 AM
Rosalinda Cantu	Rosie Cantu	05/09/2013 02:52 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Mike Escaname Started On: 04/30/2013 03:59 PM

Final Approval Date: 05/10/2013

Date: April 30, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-006-3- RLSS / LPHS
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
3-1293-441-00-340-006-3-745	RLSS/LPHS - COMPUTER EQUIPMENT	3-1293-441-00-340-006-3-113	RLSS-LPHS-REG F/T EMPLOYEES	$900.00
3-1293-441-00-340-006-3-665	RLSS/LPHS MINOR COMPUTER EQUIPMENT	3-1293-441-00-340-006-3-113	RLSS-LPHS-REG F/T EMPLOYEES	$450.00
			Amount	$ 1,350.00

Revenue Account
Amount Requested: $ 1,350.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-38562 **2. J.**

CC CONSENT

Meeting Date: 05/14/2013

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:

See attached exp reports for funding sources and availability of funds.

See attached salary analysis.

Attachments

LIT

Sal Projection

exp report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 08:07 AM
Rosalinda Cantu	Rosie Cantu	05/09/2013 03:16 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Mike Escaname Started On: 05/01/2013 04:13 PM

Final Approval Date: 05/10/2013

Date: May 1, 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
3-1293-441-00-340-012-3-747	IMM DIV LOCAL-SOFTWARE	3-1293-441-00-340-012-3-601	IMM DIV LOCAL-OFFICE & COMPUTER SUPPLIES	$ 39.20
3-1293-441-00-340-012-3-745	IMM DIV LOCAL-COMPUTER EQUIPMENT	3-1293-441-00-340-012-3-601	IMM DIV LOCAL-OFFICE & COMPUTER SUPPLIES	$ 1,223.74
3-1293-441-00-340-012-3-583	IMM DIV LOCAL-TRAVEL OUT OF COUNTY	3-1293-441-00-340-012-3-581	IMM DIV LOCAL-TRAVEL IN COUNTY	$ 2,000.00
3-1293-441-00-340-012-3-583	IMM DIV LOCAL-TRAVEL OUT OF COUNTY	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 2,500.00
3-1293-441-00-340-012-3-260	IMM DIV LOCAL-WORKERS COMP	3-1293-441-00-340-012-3-211	IMM DIV LOCAL-HEALTH INSURANCE	$ 1,000.00
3-1293-441-00-340-012-3-260	IMM DIV LOCAL-WORKERS COMP	3-1293-441-00-340-012-3-212	IMM DIV LOCAL-LIFE INSURANCE	$ 15.00
3-1293-441-00-340-012-3-320	IMM DIV LOCAL-PROFESSIONAL SERVICES	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 291.00
3-1293-441-00-340-012-3-584	IMM DIV LOCAL-REGISTRATION FEES	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 2,000.00
3-1293-441-00-340-012-3-603	IMM DIV LOCAL-EDUCATION/INSTRUCTION SUPP	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 103.68
3-1293-441-00-340-012-3-113	IMM DIV LOCAL-REG F/T EMPLOYEES	3-1293-441-00-340-012-3-540	IMM DIV LOCAL-ADVERTISING	$ 16,000.00
3-1293-441-00-340-012-3-260	IMM DIV LOCAL-WORKERS COMP	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 3,000.00
3-1293-441-00-340-012-3-220	IMM DIV LOCAL-FICA	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 1,110.00
3-1293-441-00-340-012-3-113	IMM DIV LOCAL-REG F/T EMPLOYEES	3-1293-441-00-340-012-3-601	IMM DIV LOCAL-OFFICE & COMPUTER SUPPLIES	$ 3,000.00
			Amount	$ 32,282.62

Revenue Account
Amount Requested: $ 32,282.62

Reason: Line item transfer needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

IMMUNIZATION FY 13

GRANT ENDING 08/31/2013

Projection of Salaries and Fringes for the remainder of the IMMUNIZATION FY 13 period ending 08/31/13

		** COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 5/3/2013	ANTICIPATED SURPLUS (DEFICIT)
Salaries-F/T	113	$ 19,876.50	9.5	$ 188,826.75	$ 209,202.28	$ 20,375.53
Health Insurance	211	$ 2,533.22	9.5	$ 24,065.59	$ 23,522.87	$ (542.72)
Life Insurance	212	$ 32.86	5	$ 164.30	$ 157.58	$ (6.72)
Fica	220	$ 1,520.55	9.5	$ 14,445.25	$ 16,987.35	$ 2,542.10
Retirement	230	$ 2,087.04	9.5	$ 19,826.88	$ 19,975.33	$ 148.45
Unemployment Comp.	250	$ 99.38	9.5	$ 944.11	$ 3,623.84	$ 2,679.73
Worker's Comp	260	$ 43.74	9.5	$ 415.53	$ 6,425.99	$ 6,010.46
		$ 26,193.29		**$ 248,688.41**	**$ 279,895.24**	**$ 31,206.83**

Pay Periods Remaining at 05/03/13:

1	pp 10	5/17/2013
2	pp 11	5/31/2013
3	pp 12	6/14/2013
4	pp 13	6/28/2013
5	pp 14	7/12/2013
6	pp 15	7/26/2013
7	pp 16	8/9/2013
8	pp 17	8/23/2013
9	pp 18	9/6/2013
10	pp 19	9/20/2013 5 days only

Expenditure Detail Report: ---> IMM Detail Report

** Cost Per Pay Period figures were obtained by selecting the highest expenditure incurred during 2013 as per Detail Expenditure Report.

Prepared by Mike Escaname
Health Human Services Dept.
05/03/13

Account No/Description		Budget	Encumbrance	Expenditures	Available
3-1293-441-00-340-012-3-113 IMM DIV LOCAL-REG F/T EMPLOYEES					
	*** Beginning Balance**	**.00**	**.00**	**.00**	**.00**
* Budget Entries					
DATE REFERENCE BATCH DESCRIPTION					
01/31/13 JE-30667 13002498 2012 BUDGET CARRYOVER		359,943.52			
	Total	**359,943.52**			
* Payroll					
DATE REFERENCE BATCH DESCRIPTION					
01/08/13 CPR0113 13001718 Post Regular P/R 01-11-13 pp01				17,792.09	
01/11/13 ACCRL13 13001802 Payroll Accrual 0% Yr13 Regula				-17,792.09	
01/23/13 CPR0213 13001971 Post Regular P/R 01-25-13 pp02				18,608.61	
01/25/13 ACCRL13D 13002089 Payroll Accrual 90% Reg Payrol				-1,860.86	
02/06/13 CPR0313 13002169 Post Regular P/R 02-08-13 pp03				17,355.25	
02/20/13 CPR0413 13002354 Post Regular P/R 02-22-13 pp04				18,159.90	
03/06/13 CPR0513 13002576 Post Regular P/R 03-08-13 pp05				19,682.91	
03/18/13 CPR0613 13002775 Post Regular P/R 03-22-13 pp06				19,876.50	
04/02/13 CPR0713 13002982 Post Regular P/R 04-05-13 pp07				19,684.38	
04/16/13 CPR0813 13003160 Post Regular P/R 04-19-13 pp08				19,467.81	
05/03/13 CPR0913 13003370 Post Regular P/R 05-03-13 pp09				19,766.74	
	Total			**150,741.24**	
	*** Ending Balance**	**359,943.52**	**.00**	**150,741.24**	**209,202.28**
3-1293-441-00-340-012-3-211 IMM DIV LOCAL-HEALTH INSURANCE					
	*** Beginning Balance**	**.00**	**.00**	**.00**	**.00**
* Budget Entries					
DATE REFERENCE BATCH DESCRIPTION					
01/31/13 JE-30667 13002498 2012 BUDGET CARRYOVER		45,445.76			
	Total	**45,445.76**			
* Payroll					
DATE REFERENCE BATCH DESCRIPTION					

Account No/Description				Budget	Encumbrance	Expenditures	Available
3-1293-441-00-340-012-3-211 IMM DIV LOCAL-HEALTH INSURANCE							
* Payroll							
DATE	REFERENCE	BATCH	DESCRIPTION				
01/08/13	CPR0113	13001718	Post Regular P/R 01-11-13 pp01			2,532.61	
01/11/13	ACCRL13	13001802	Payroll Accrual 0% Yr13 Regula			-2,532.61	
01/23/13	CPR0213	13001971	Post Regular P/R 01-25-13 pp02			2,529.78	
01/25/13	ACCRL13D	13002089	Payroll Accrual 90% Reg Payrol			-252.99	
02/06/13	CPR0313	13002169	Post Regular P/R 02-08-13 pp03			1,772.49	
02/20/13	CPR0413	13002354	Post Regular P/R 02-22-13 pp04			2,421.94	
03/06/13	CPR0513	13002576	Post Regular P/R 03-08-13 pp05			2,533.22	
03/18/13	CPR0613	13002775	Post Regular P/R 03-22-13 pp06			2,533.22	
04/02/13	CPR0713	13002982	Post Regular P/R 04-05-13 pp07			2,533.22	
04/16/13	CPR0813	13003160	Post Regular P/R 04-19-13 pp08			2,533.20	
05/03/13	CPR0913	13003370	Post Regular P/R 05-03-13 pp09			2,533.21	
			Total			**19,137.29**	
* Journal Entries							
DATE	REFERENCE	BATCH	DESCRIPTION				
01/15/13	JE-30073	13001874	REV 2012 REG P/R ACCRUAL FOR H			2,532.61	
01/31/13	JE-30403	13002235	REV 2012 REG P/R ACCRL PP2 HLT			252.99	
			Total			**2,785.60**	
			*** Ending Balance**	**45,445.76**	**.00**	**21,922.89**	**23,522.87**
3-1293-441-00-340-012-3-212 IMM DIV LOCAL-LIFE INSURANCE							
			*** Beginning Balance**	**.00**	**.00**	**.00**	**.00**
* Budget Entries							
DATE	REFERENCE	BATCH	DESCRIPTION				
01/31/13	JE-30667	13002498	2012 BUDGET CARRYOVER	287.49			
			Total	**287.49**			

Account No/Description			Budget	Encumbrance	Expenditures	Available
3-1293-441-00-340-012-3-212 IMM DIV LOCAL-LIFE INSURANCE						
* Payroll						
DATE	REFERENCE	BATCH DESCRIPTION				
01/23/13	CPR0213	13001971 Post Regular P/R 01-25-13 pp02			32.79	
01/25/13	ACCRL13D	13002089 Payroll Accrual 90% Reg Payrol			-3.30	
02/20/13	CPR0413	13002354 Post Regular P/R 02-22-13 pp04			31.41	
03/18/13	CPR0613	13002775 Post Regular P/R 03-22-13 pp06			32.85	
04/16/13	CPR0813	13003160 Post Regular P/R 04-19-13 pp08			32.86	
		Total			**126.61**	
* Journal Entries						
DATE	REFERENCE	BATCH DESCRIPTION				
01/31/13	JE-30403	13002235 REV 2012 REG P/R ACCRL PP2 LIF			3.30	
		Total			**3.30**	
		*** Ending Balance**	**287.49**	**.00**	**129.91**	**157.58**
3-1293-441-00-340-012-3-220 IMM DIV LOCAL-FICA						
		*** Beginning Balance**	**.00**	**.00**	**.00**	**.00**
* Budget Entries						
DATE	REFERENCE	BATCH DESCRIPTION				
01/31/13	JE-30667	13002498 2012 BUDGET CARRYOVER	27,995.37			
		Total	**27,995.37**			
* Payroll						
DATE	REFERENCE	BATCH DESCRIPTION				
01/08/13	CPR0113	13001718 Post Regular P/R 01-11-13 pp01			1,298.68	
01/11/13	ACCRL13	13001802 Payroll Accrual 0% Yr13 Regula			-1,298.68	
01/23/13	CPR0213	13001971 Post Regular P/R 01-25-13 pp02			1,361.27	
01/25/13	ACCRL13D	13002089 Payroll Accrual 90% Reg Payrol			-136.14	
02/06/13	CPR0313	13002169 Post Regular P/R 02-08-13 pp03			1,280.39	
02/20/13	CPR0413	13002354 Post Regular P/R 02-22-13 pp04			1,333.69	

Account No/Description			Budget	Encumbrance	Expenditures	Available
3-1293-441-00-340-012-3-220 IMM DIV LOCAL-FICA						
* Payroll						
DATE	REFERENCE	BATCH DESCRIPTION				
03/06/13	CPR0513	13002576 Post Regular P/R 03-08-13 pp05			1,427.84	
03/18/13	CPR0613	13002775 Post Regular P/R 03-22-13 pp06			1,453.84	
04/02/13	CPR0713	13002982 Post Regular P/R 04-05-13 pp07			1,432.48	
04/16/13	CPR0813	13003160 Post Regular P/R 04-19-13 pp08			1,415.89	
05/03/13	CPR0913	13003370 Post Regular P/R 05-03-13 pp09			1,438.76	
		Total			**11,008.02**	
		*** Ending Balance**	**27,995.37**	**.00**	**11,008.02**	**16,987.35**
3-1293-441-00-340-012-3-230 IMM DIV LOCAL-RETIREMENT						
		*** Beginning Balance**	**.00**	**.00**	**.00**	**.00**
* Budget Entries						
DATE	REFERENCE	BATCH DESCRIPTION				
01/31/13	JE-30667	13002498 2012 BUDGET CARRYOVER	35,741.82			
		Total	**35,741.82**			
* Payroll						
DATE	REFERENCE	BATCH DESCRIPTION				
01/08/13	CPR0113	13001718 Post Regular P/R 01-11-13 pp01			1,836.15	
01/11/13	ACCRL13	13001802 Payroll Accrual 0% Yr13 Regula			-1,836.15	
01/23/13	CPR0213	13001971 Post Regular P/R 01-25-13 pp02			1,920.42	
01/25/13	ACCRL13D	13002089 Payroll Accrual 90% Reg Payrol			-192.05	
02/06/13	CPR0313	13002169 Post Regular P/R 02-08-13 pp03			1,791.08	
02/20/13	CPR0413	13002354 Post Regular P/R 02-22-13 pp04			1,906.80	
03/06/13	CPR0513	13002576 Post Regular P/R 03-08-13 pp05			2,066.72	
03/18/13	CPR0613	13002775 Post Regular P/R 03-22-13 pp06			2,087.04	
04/02/13	CPR0713	13002982 Post Regular P/R 04-05-13 pp07			2,066.87	

Account No/Description					
		Budget	Encumbrance	Expenditures	Available
3-1293-441-00-340-012-3-230 IMM DIV LOCAL-RETIREMENT					
* Payroll					
DATE REFERENCE BATCH DESCRIPTION					
04/16/13 CPR0813 13003160 Post Regular P/R 04-19-13 pp08				2,044.12	
05/03/13 CPR0913 13003370 Post Regular P/R 05-03-13 pp09				2,075.49	
	Total			**15,766.49**	
	*** Ending Balance**	**35,741.82**	**.00**	**15,766.49**	**19,975.33**
3-1293-441-00-340-012-3-250 IMM DIV LOCAL-UNEMPLOYMENT COMP					
	*** Beginning Balance**	**.00**	**.00**	**.00**	**.00**
* Budget Entries					
DATE REFERENCE BATCH DESCRIPTION					
01/31/13 JE-30667 13002498 2012 BUDGET CARRYOVER		4,377.48			
	Total	**4,377.48**			
* Payroll					
DATE REFERENCE BATCH DESCRIPTION					
01/08/13 CPR0113 13001718 Post Regular P/R 01-11-13 pp01				88.96	
01/11/13 ACCRL13 13001802 Payroll Accrual 0% Yr13 Regula				-88.96	
01/23/13 CPR0213 13001971 Post Regular P/R 01-25-13 pp02				93.03	
01/25/13 ACCRL13D 13002089 Payroll Accrual 90% Reg Payrol				-9.31	
02/06/13 CPR0313 13002169 Post Regular P/R 02-08-13 pp03				86.78	
02/20/13 CPR0413 13002354 Post Regular P/R 02-22-13 pp04				90.80	
03/06/13 CPR0513 13002576 Post Regular P/R 03-08-13 pp05				98.39	
03/18/13 CPR0613 13002775 Post Regular P/R 03-22-13 pp06				99.38	
04/02/13 CPR0713 13002982 Post Regular P/R 04-05-13 pp07				98.42	
04/16/13 CPR0813 13003160 Post Regular P/R 04-19-13 pp08				97.33	
05/03/13 CPR0913 13003370 Post Regular P/R 05-03-13 pp09				98.82	
	Total			**753.64**	

Account No/Description			Budget	Encumbrance	Expenditures	Available
3-1293-441-00-340-012-3-250 IMM DIV LOCAL-UNEMPLOYMENT COMP						
	*** Ending Balance**		**4,377.48**	**.00**	**753.64**	**3,623.84**
3-1293-441-00-340-012-3-260 IMM DIV LOCAL-WORKERS COMP						
	*** Beginning Balance**		**.00**	**.00**	**.00**	**.00**
* Budget Entries						
DATE REFERENCE BATCH DESCRIPTION						
01/31/13 JE-30667 13002498 2012 BUDGET CARRYOVER			6,760.76			
	Total		**6,760.76**			
* Payroll						
DATE REFERENCE BATCH DESCRIPTION						
01/08/13 CPR0113 13001718 Post Regular P/R 01-11-13 pp01					40.93	
01/11/13 ACCRL13 13001802 Payroll Accrual 0% Yr13 Regula					-40.93	
01/23/13 CPR0213 13001971 Post Regular P/R 01-25-13 pp02					42.77	
01/25/13 ACCRL13D 13002089 Payroll Accrual 90% Reg Payrol					-4.31	
02/06/13 CPR0313 13002169 Post Regular P/R 02-08-13 pp03					39.89	
02/20/13 CPR0413 13002354 Post Regular P/R 02-22-13 pp04					39.79	
03/06/13 CPR0513 13002576 Post Regular P/R 03-08-13 pp05					43.29	
03/18/13 CPR0613 13002775 Post Regular P/R 03-22-13 pp06					43.74	
04/02/13 CPR0713 13002982 Post Regular P/R 04-05-13 pp07					43.30	
04/16/13 CPR0813 13003160 Post Regular P/R 04-19-13 pp08					42.81	
05/03/13 CPR0913 13003370 Post Regular P/R 05-03-13 pp09					43.49	
	Total				**334.77**	
	*** Ending Balance**		**6,760.76**	**.00**	**334.77**	**6,425.99**
3-1293-441-00-340-012-3-320 IMM DIV LOCAL-PROFESSIONAL SERVICES						
	*** Beginning Balance**		**.00**	**.00**	**.00**	**.00**
* Budget Entries						
DATE REFERENCE BATCH DESCRIPTION						

AI-38727 **2. K.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: TREASURER'S OFFICE

Information

CAPTION

2013 - Treasurer's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-16-150-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/10/13.

Attachments

LINEiTEM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/10/2013 03:23 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Jose Munoz Started On: 05/10/2013 01:46 PM

Final Approval Date: 05/10/2013

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 05-10-2013

DEPARTMENT HEAD: NORMA G. GARCIA

DEPARTMENT NAME: TREASURER DEPT

ACCOUNT NUMBER: 3-1100-415-16-150-001-0-XXX

CONTACT PERSON: JOSE MUNOZ

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	336	COMPUTER SERVICES	500.00
			TOTAL	500.00

REASON: To appropriate funds to cover costs for computer services.

Norma G. García

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-38725 **2. L.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COUNTY JUDGE

Information

CAPTION

2013 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 5/10/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/10/2013 01:27 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: SANDRA DELEON Started On: 05/10/2013 12:22 PM

Final Approval Date: 05/10/2013

DATE: April 29, 2013

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
631	BOTTLED WATER	665	MINOR COMPUTER EQUIP.	80.00
664	OTHER MINOR EQUIP	665	MINOR COMPUTER EQUIP.	250.00
672	EQUIP/VEH SUPPLIES	665	MINOR COMPUTER EQUIP.	100.00
843	AID TO NON GOVT AGENCY	665	MINOR COMPUTER EQUIP.	200.00
			TOTAL	630.00

REASON: TRANSFER IS BEING REQUESTED FOR THE PURCHAES OF ADDITIONAL COMPUTER EQUIPMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-38705 **2. M.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2013 - District Attorney's Office (1100)

BACKGROUND

Monies needed to pay for computer software upgrades and minimal support.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1223-412-00-080-007-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/10/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/10/2013 01:23 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Roy Cazares Started On: 05/10/2013 08:40 AM

Final Approval Date: 05/10/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: May 14, 2013
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 3-1223-412-00-080-007-0-xxx
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
747	Software	→	336	Computer Services	$ 4,000.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 4,000.00**

REASON:
Monies needed to pay for computer software upgrades with minimal support.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-38639 **2. N.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - County Wide Mechanic Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-004-0-xxx

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

BUDGETARY IMPACT:

Funding available in the amount of $54,200 as of 5/7/2013

From 890 ------> 532 $650.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/07/2013 04:29 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Yolanda Cisneros Started On: 05/07/2013 03:31 PM

Final Approval Date: 05/10/2013

DATE: May 7, 2013

2013
Transfer

AI-38639

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
County Wide Shop

ACCOUNT NUMBER: 3-1200-431-00-122-004-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	532	WIRELESS DEVICES	$650.00
			TOTAL	$650.00

REASON:
Transfer needed to cover expected expenditures for phone service.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-38616 **2. O.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

2013 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-00-320-034-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/8/13.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/07/2013 04:12 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Diana Solis Started On: 05/06/2013 10:12 AM

Final Approval Date: 05/10/2013

DATE: May 06, 2013

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation - General Fund - AIP

ACCOUNT NUMBER: 3-1100-423-00-320-034-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-00-320-034-0-741	Vehicles	→	3-1100-423-00-320-034-0-601	Office & Computer Supplies	1,438.66
3-1100-423-00-320-034-0-741	Vehicles	→	3-1100-423-00-320-034-0-748	Other Equipment	3,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
T O T A L					**$4,438.66**

REASON: To purchase file folders, and other office supplies needed for the AIP.

Also to purchase 2 breathalizers.

_____

DEPARTMENT HEAD SIGNATURE

_____ ___/___/___ _____

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

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

AI-38700 **2. P.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: 332ND DISTRICT COURT

Information

CAPTION

2013 - 332nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-006-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/10/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/10/2013 08:23 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Angela Garcia Started On: 05/09/2013 02:07 PM

Final Approval Date: 05/10/2013

DATE: May 9, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 33nd District Court

ACCOUNT NUMBER: 3-1100-412-00-006-001-0-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
661	Minor Office Furniture & Equip.	601	Office & Computer Supplies	1,000.00
			TOTAL	$ 1,000.00

REASON:
purchase chairs for courtroom and office

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38546 **2. Q.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - Justice Court Tech (1242)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1242-412-00-060-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/3/13.

Attachments

Intra

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 08:09 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Edna Kirby Started On: 05/01/2013 01:49 PM

Final Approval Date: 05/10/2013

DATE: May 14, 2013

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 3-1242-412-00-060-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	Justice Crt Tech-Equip&Veh R&M Srv	780	Justice Crt Tech-Capital Leases	$3,889.56
			TOTAL	**$3,889.56**

REASON: **For JP PCT 4 PL 1 leasing for Req. 228167 Ricoh and Req. 228163 Xerox**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-38492 **2. R.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2013 - HIDTA- Task Force (1291)

BACKGROUND

Fiscal Impact

FISCAL YEAR: see below ACCT. #: 3-1291-412-00-270-003-2-XXX

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

BUDGETARY IMPACT:

Calendar year 2013/ Grant fiscal year 2012

Fiscal year 2 grant is closed. No salaries analysis is needed.

See attached exp report for funding sources and availability of funds.

Attachments

Transfer#3--

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:49 AM
Rosalinda Cantu	Rosie Cantu	05/09/2013 02:33 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Nelda Olivarez Started On: 04/29/2013 10:47 AM

Final Approval Date: 05/10/2013

DATE: April 29, 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 **113**	REG F/T EMPLOYEES	3-1291-412-00-270-003-2 **211**	HEALTH INSURANCE	**3,671.66**
3-1291-412-00-270-003-2 **115**	LONGEVITY PAY	3-1291-412-00-270-003-2 **211**	HEALTH INSURANCE	**51.27**
3-1291-412-00-270-003-2 **212**	LIFE INSURANCE	3-1291-412-00-270-003-2 **211**	HEALTH INSURANCE	**8.29**
3-1291-412-00-270-003-2 **212**	LIFE INSURANCE	3-1291-412-00-270-003-2 **230**	RETIREMENT	**16.68**
3-1291-412-00-270-003-2 **220**	FICA	3-1291-412-00-270-003-2 **230**	RETIREMENT	**48.10**
3-1291-412-00-270-003-2 **220**	FICA	3-1291-412-00-270-003-2 **260**	WORKERS COMP	**92.05**
3-1291-412-00-270-003-2 **250**	UNEMPLOYMENT COMP	3-1291-412-00-270-003-2 **260**	WORKERS COMP	**4.38**
TOTAL				**$ 3,892.43**

REASON: TO FUND UNANTICIPATED EXPENDITURES

4/29/2013

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

Attest County Clerk — DATE

Budget Officer — DATE

Approved Commissioners' Court — DATE

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
3-1291-412-00-270-003-2-113	HIDTA TASK FORCE-REG F/T EMPLOYEES	145,019.47	.00	141,347.81	141,347.81	3,671.66	97.47
3-1291-412-00-270-003-2-115	HIDTA TASK FORCE-LONGEVITY PAY	1,568.80	.00	1,517.53	1,517.53	51.27	96.73
3-1291-412-00-270-003-2-211	HIDTA TASK FORCE-HEALTH INSURANCE	10,053.82	.00	13,199.00	13,199.00	-3,145.18	131.28
3-1291-412-00-270-003-2-212	HIDTA TASK FORCE-LIFE INSURANCE	114.09	.00	86.72	86.72	27.37	76.01
3-1291-412-00-270-003-2-220	HIDTA TASK FORCE-FICA	10,619.41	.00	10,479.26	10,479.26	140.15	98.68
3-1291-412-00-270-003-2-230	HIDTA TASK FORCE-RETIREMENT	13,828.08	.00	13,892.86	13,892.86	-64.78	100.47
3-1291-412-00-270-003-2-250	HIDTA TASK FORCE-UNEMPLOYMENT COMP	716.48	.00	712.10	712.10	4.38	99.39
3-1291-412-00-270-003-2-260	HIDTA TASK FORCE-WORKERS COMP	780.00	.00	876.43	876.43	-96.43	112.36
003		**182,700.15**	**.00**	**182,111.71**	**182,111.71**	**588.44**	**99.68**

AI-38501 **2. S.**

CC CONSENT

Meeting Date: 05/14/2013

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?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 4/30/13.

Attachments

Funds Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:51 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Shonda Dominguez Started On: 04/29/2013 12:05 PM

Final Approval Date: 05/10/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: April 29, 2013

2013
Transfer

DEPARTMENT HEAD: Irene Cantu

DEPARTMENT NAME: Facilities Management Dept.

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

SUBJECT: **Intradepartmental transfer(s)**

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	Bldg & Other Struc R&M Srv	679	Other Repair and Maint. Supplies	$ 5,000.00
			TOTAL	**$ 5,000.00**

REASON:

Need additional funds in Acct to cover requisitions.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-38737 **3. A.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Departments (1100):
Approval of 2013 interdepartmental transfer from Co Wide Adm-Bank Fees into Various Departments in the amount of $22,770.87 to fund bank fees.

BACKGROUND

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Erika Zamora Started On: 05/10/2013 04:40 PM

Final Approval Date: 05/10/2013

DATE: May 14, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Departments

ACCOUNT NUMBER: 3-1100-4XX-XX-XXX-00X-0-856

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
3-1100-415-00-115-002-0- 856	CO WIDE ADM	BANK FEES	(22,770.87)
TO			
3-1100-412-00-080-002-0- 856	CRIM DA	BANK FEES	149.37
3-1100-412-00-090-001-0- 856	DISTRICT CLERK	BANK FEES	243.94
3-1100-415-15-140-001-0- 856	TAX OFF	BANK FEES	19,382.47
3-1100-415-16-150-001-0- 856	CO TREASURER	BANK FEES	1,676.42
3-1100-415-40-180-001-0- 856	CO CLERK	BANK FEES	375.06
3-1100-421-00-280-001-0- 856	SHERIFF	BANK FEES	654.09
3-1100-463-00-250-001-0- 856	URBAN COUNTY	BANK FEES	289.52
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund Feb 2013 bank fees.

SIGNATURE

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

AI-38655 **3. B.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Sergio Cruz Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Substation (1100):
Approval of 2013 interdepartmental transfer from Co Wide Adm - Other to Sheriff Substation in the amount of $446,511.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available in Co.Wide Adm. - Other as of 05-08-2013

Attachments

revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/08/2013 03:39 PM
Manuel Chapa	Manuel Chapa	05/09/2013 04:16 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Veronica Ortiz Started On: 05/08/2013 10:37 AM

Final Approval Date: 05/10/2013

DATE: May 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
3-1100-415-00-115-002-0	890	CO WIDE ADM	Other	(446,511.00)
TO				
3-1100-423-21-280-038-0	432	Sheriff Substation	Equip & Veh R&M Srv	7,360.00
3-1100-423-21-280-038-0	531	Sheriff Substation	Telephone	32,946.00
3-1100-423-21-280-038-0	601	Sheriff Substation	Office & Computer Supplies	4,800.00
3-1100-423-21-280-038-0	665	Sheriff Substation	Minor Computer Equipment	60,110.00
3-1100-423-21-280-038-0	745	Sheriff Substation	Computer Equipment	89,995.00
3-1100-423-21-280-038-0	743	Sheriff Substation	Office Furniture & Equipment	125,000.00
3-1100-423-21-280-038-0	664	Sheriff Substation	Other Minor Equipment	28,100.00
3-1100-423-21-280-038-0	748	Sheriff Substation	Other Equipment	18,200.00
3-1100-423-21-280-038-0	739	Sheriff Substation	Other Structures	80,000.00
		TOTAL BUDGET INCREASE (DECREASE)		-

REASON:

To fund Sheriff Substation Furniture, Fixtures & Equipment.

SIGNATURE

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

AI-38653 **3. C.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Urban Co. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Urban Co. (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Urban Co. in the amount of $5,260.00 to fund HUD disallowed installation of septic tanks & water meters for Vallejo S/D located in Pct. 3, as approved by Commissioners Court on May 7, 2013 (refer to AI #38557, item 14.H.).

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

from 115-002 --> 250-001 $5,260.00; funds available as of 5-8-13.

Attachments

Urban Co. interdept transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/08/2013 02:16 PM
Budget & Management	Angela Garcia	05/08/2013 02:40 PM
Manuel Chapa	Manuel Chapa	05/09/2013 04:08 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Ivan Cantu Started On: 05/08/2013 10:27 AM

Final Approval Date: 05/10/2013

DATE: May 14, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

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

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

2013
Interdepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(5,260.00)
TO:			
3-1100-463-00-250-001-0- 890	Urban County-	Other	5,260.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund HUD disallowed installation of septic tanks and water meters for Vallejo S/D located in Pct. 3, as approved by Commissioners Court on 5-7-13 (refer to AI #38557, item 14.H.).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-38504 **3. D.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO2006 (1336):
Approval of 2013 interdepartmental transfer within C.O. 2006 from Adm Bldg program (043) to Constable Pct.1 program (042) in the total amount of $1,000.

BACKGROUND

G.A.S. Enterprises PO Increase.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-4XX-X0-220-04X-0-XXX

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

BUDGETARY IMPACT:

3-1336-419-40-220-043-0-452 ---> 3-1336-421-00-220-042-0-720

Available funds as of 05/10/13.

Attachments

Interdept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:51 AM
Olga Garza	Olga Garza	05/10/2013 03:51 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Glinda Pacheco Started On: 04/29/2013 02:53 PM

Final Approval Date: 05/10/2013

DATE: May 13, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management

ACCOUNT NUMBER: 3-1336-4XX-X0-220-04X-0-XXX

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

Contact: Glinda Pacheco
Ph#: 292-7025 Ext:5459

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:		
3-1336-419-40-220-043-0-452	**CO2006-ADM BLDG-100 E CANO-BLDG ADD & REN**	**($1,000.00)**
To:		
3-1336-421-00-220-042-0-720	**CO,2006-CONST PCT.1-BUILDINGS**	**$1,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer is needed to increase G.A.S. Enterprises original P.O. amount for an additional 36 weeks needed to complete the project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-38522 **3. E.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

EECBG Grant (1287):
Approval of 2013 interdepartmental transfer within EECBG fund 1287 (programs 046,074,086,088,098) to (program 120) in the total amount of $20,916.14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 13 ACCT. #: Various

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

BUDGETARY IMPACT:

see attached expenditure report, available balances as of 04/30/13.

Attachments

Exp Summ

revised 38522

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	05/09/2013 04:25 PM
Budget & Management	Angela Garcia	05/10/2013 08:21 AM
Olga Garza	Olga Garza	05/10/2013 04:42 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Rolando Garcia Started On: 04/30/2013 03:37 PM

Final Approval Date: 05/10/2013

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
1287 DESIGNATED PURPOSE GRANTS LVL 7							
3-1287-419-00-110-074-3-311	EECBG-MGMT CONSULTING SERVICES	.01	.00	.00	.00	.01	.00
3-1287-431-00-121-098-3-671	EECBG-BLDG&OTHR STRUC R&M SUPPL	.36	.00	.00	.00	.36	.00
3-1287-431-00-123-088-3-739	EECBG-OTHER STRUCTURES	.48	.00	.00	.00	.48	.00
3-1287-431-00-220-046-3-619	EECBG-OTHER MISC SUPPLIES	6,500.40	.00	6,500.40	6,500.40	.00	100.00
3-1287-431-00-220-046-3-664	EECBG-OTHER MINOR EQUIPMENT	6,018.89	.00	6,018.89	6,018.89	.00	100.00
3-1287-431-00-220-046-3-671	EECBG-BLDG&OTHR STRUC R&M SUPPL	20,914.81	.00	.00	.00	20,914.81	.00
3-1287-431-00-220-046-3-748	EECBG-OTHER EQUIPMENT	3,410.71	.00	3,410.71	3,410.71	.00	100.00
3-1287-452-00-123-086-3-739	EECBG-OTHER STRUCTURES	.48	.00	.00	.00	.48	.00
1287 DESIGNATED PURPOSE GRANTS LVL 7		**36,846.14**	**.00**	**15,930.00**	**15,930.00**	**20,916.14**	**43.23**
3 YEAR 2013		**36,846.14**	**.00**	**15,930.00**	**15,930.00**	**20,916.14**	**43.23**

DATE: April 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget and Management for: EECBG Grant (1287)

ACCOUNT NUMBER: 3-1287-XXX-XX-XXX-XXX-3-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		
3-1287-431-00-220-046-3-671	EECBG-BLDG&OTHR STRUC R&M SUPPL	(20,914.81)
3-1287-331-11-220-046-3-000	EECBG GRANT REVENUE	(20,914.81)
3-1287-419-00-110-074-3-311	EECBG-MGMT CONSULTING SERVICES	(0.01)
3-1287-331-11-110-074-3-000	EECBG GRANT REVENUE	(0.01)
3-1287-452-00-123-086-3-739	EECBG-OTHER STRUCTURES	(0.48)
3-1287-331-11-123-086-3-000	EECBG GRANT REVENUE	(0.48)
3-1287-431-00-123-088-3-739	EECBG-OTHER STRUCTURES	(0.48)
3-1287-331-11-123-088-3-000	EECBG GRANT REVENUE	(0.48)
3-1287-431-00-121-098-3-671	EECBG-BLDG&OTHR STRUC R&M SUPPL	(0.36)
3-1287-331-11-121-098-3-000	EECBG GRANT REVENUE	(0.36)
TO		
3-1287-431-00-124-131-3-739	EECBG-OTHER STRUCTURES	20,916.14
3-1287-331-11-124-131-3-000	EECBG GRANT REVENUE	20,916.14

TOTAL BUDGET INCREASE (DECREASE) **$** **-**

REASON:
Transfer needed to fund extension project approved by DOE for EECBG grant for Solar Lights in Colonias in Precinct No.4 (Hoehn Subd.)

AUTHORIZED SIGNATURE/DBM **DATE**

AI-38666 **3. F.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COMM. PCT. #1

Information

CAPTION

Pct#1 CO's 2010A&B (1342):
Approval of 2013 interdepartmental transfer within Certificate of Obligations Series 2010A&B from program (041) to program (085) in the amount of $ 60,000.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-121-085-0-711

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

BUDGETARY IMPACT:

Funds available as of 5/8/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/08/2013 04:04 PM
Obdett Calzada	Obdett Calzada	05/09/2013 08:40 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Katia Garcia Started On: 05/08/2013 03:07 PM

Final Approval Date: 05/10/2013

DATE: May 8, 2013

2013
TRANSFER
38666

DEPARTMENT HEAD: Commissioner A.C. Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1
C.O. 2010 A&B

ACCOUNT NUMBER: 3-1342-431-00-121-XXX-0-XXX

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

Contact: Katia Garcia
Ph#: 956-968-8733 Ext. 1022

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		
3-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	($60,000.00)
TO		
3-1342-431-00-121-085-0-711	CO2010A&B-PCT1 MILE17N (FM88-FM1015)-ROW	$60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from PCT 1 ROADS into PCT1 MILE 17N (FM88-FM1015) to cover anticipated ROW expenditures for the project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-38696 **3. G.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COMM. PCT. #2

Information

CAPTION

PCT. #2 RD. MAINT. (1200):
Approval of 2013 interdepartmental transfer from Road Maintenance program (006) into South Tower Estates - Little Mexico program (088) in the amount of $40,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:

Funding available in the amount of $109,301.73 as of 5/9/2013.

From (006) 890 ------> (088) 731 $40,000.00

Attachments

Inter-Departmental Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/09/2013 02:02 PM
Obdett Calzada	Obdett Calzada	05/09/2013 04:37 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Yolanda Cisneros Started On: 05/09/2013 11:06 AM

Final Approval Date: 05/10/2013

DATE: May 9, 2013

2013
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road Maint.- S. Tower Estates-Little Mexico

AI-38696

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

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
3-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	($40,000.00)
TO		
3-1200-431-00-122-088-0-731	PCT2 S.TOWER ESTATES-LITTLE MEXICO-ROADS	$40,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from PCT 2 RD. MAINT into PCT2 SOUTH TOWER ESTATES-LITTLE MEXICO PROJECT to cover anticipated expenditures for the PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-38712 **3. H.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COMM. PCT. #4

Information

CAPTION

Approval of 2013 interdepartmental transfer from Pct. 4 Rd. Maint. (program 007) to Pct. 4 Adm (program 005) in the amount of $4,500.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 05/10/13

Attachments

Intradept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/10/2013 01:23 PM
Olga Garza	Olga Garza	05/10/2013 04:08 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Veronica Lopez Started On: 05/10/2013 10:47 AM

Final Approval Date: 05/10/2013

DATE: May 13, 2013

2013
Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI-38712

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
3-1200-431-00-124-007-0-431	**PCT 4 RD MAINT- BLDG&OTHR STRUC R&M SRV**	**($3,000.00)**
3-1200-431-00-124-007-0-613	**PCT 4 RD MAINT- SAFETY SUPPLIES**	**($1,500.00)**
To:		
3-1200-431-00-124-005-0-780	**PCT 4 ADM-CAPITAL LEASES**	**$500.00**
3-1200-431-00-124-005-0-584	**PCT 4 ADM- REGISTRATION FEES**	**$600.00**
3-1200-431-00-124-005-0-583	**PCT 4 ADM- TRAVEL OUT OF COUNTY**	**$3,400.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to cover Pct. 4 ADM expeditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-38476 **4. A.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Damaris SanMiguel Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Administration - Contingency (1100):
Approval of 2013 interfund transfer from the Sheriff Investigation HB 65 unreserved fund balance (1227) to Co. Wide Adm.-Contingency (1100) in the amount of $346.49 to reverse transfer done due to the implementation of the Classification & Compensation plan phase II (refer to AI #21975, item 18.B., CC 7-13-10).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-41X-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4-26-13 in the Sheriff Investigation HB 65, fund 1227 unreserved f/b.

Attachments

Co. Wide Adm. interfund transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	04/26/2013 04:44 PM
Budget & Management	Angela Garcia	04/30/2013 11:48 AM
Manuel Chapa	Manuel Chapa	05/03/2013 04:42 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Ivan Cantu Started On: 04/26/2013 03:02 PM

Final Approval Date: 05/10/2013

DATE: May 14, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

2013
Interfund Transfer

ACCOUNT NUMBER: **3-1XXX-X91-01-000-X0X-0-XXX**

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

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
3-1227-491-01-000-100-0- 891	**Transfers Out-**	**General Fund**	**346.49**
3-1100-391-01-000-227-0- 000	**Transfers In-**	**Sheriff Investig. HB 65**	**346.49**
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	346.49
	TOTAL BUDGET INCREASE (DECREASE)		**346.49**

REASON: To reverse interfund transfer done for the Sheriff Investigation HB 65 (fund 1227) in relation to funding needed for the implementation of the CCP Plan, Phase II (refer to AI #21975, item 18.B., CC 7-13-10).

DEPARTMENT HEAD SIGNATURE

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

AI-38660 **5. A.**

CC CONSENT

Meeting Date: 05/14/2013

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 05-14-13

Pct 1 Water Service Availability 05-14-13

Pct 2 & 4 Cert Plat & Utility Status 05-14-13

Pct 2 & 4 Water Service Availability 05-14-13

Pct 3 Cert Plat & Utility Status 05-14-13

Pct 3 Water Service Availability 05-14-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/08/2013 02:18 PM
Olga Garza	Olga Garza	05/09/2013 04:24 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Irma Castillo Started On: 05/08/2013 11:30 AM

Final Approval Date: 05/10/2013

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	MARIA G. VILLARREAL	1-10093
2.	ELIZANDRA ELIZONDO	1-10099
3.	EFREN RIVERA J.	1-10128
4.	ELIZABETH G. LONGORIA	1-10123
5.	RICARDO PENA	1-9960
	COMM. COURT: MAY 14, 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: 1-10093

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: Maria G. Villarreal

Address: ~~AB~~ 13723 Abel Dr. Edinburg Tx. 78542

Water Supplier: NAWSC

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

Phone: (956) 616-07-18 or 563-49-03

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Bluebonnet Village Ph.#2 lot #20,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/27/03);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 1-10093

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: Mayra G. Villarreal

Address: 13723 Abad Dr. Edinburg Tx. 78542

Phone: (956) 616-07-18 or 563-49-03.

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

Blue bonnet Villag Ph. #2 lot #20

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

5/1/13
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:

5/1/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-10093
May. 1, 2013

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

B3333-02-000-0020-00

[1] OWNER: VILLAREAL, MARIA G
13723 ABEL DR

EDINBURG TX 78539-1609
Telephone No.

[2] CONTRACTOR: LONE STAR

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,640 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
BLUEBONNET VILLAGE PH 2 LOT 20

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $40,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

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

Prepared by — Date: 5-1-13

Jonathan Iadvo — Approved by — Date: 04-24-13 ~~05-1-13~~

Signature of Owner or Applicant — Date: 5/1/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

123200

WARRANTY DEED

With Vendor's Lien

Date: June 30, 2003

Grantor: JOHN W. RABE AND BEVIE ANN RABE

Grantor's Mailing Address (including county): P. O. Box 501
La Blanca, Texas 78558
County of Hidalgo, Texas

Grantee: MARIA G. VILLARREAL

Grantee's Mailing Address (including county): 13723 Abel Dr.
Edinburg, Texas 78541
County of Hidalgo, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of FIFTEEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($15,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to DAVID CROOK, Trustee.

Property (including any improvements):

Lot 20, Bluebonnet Village Subdivision Phase II, Hidalgo County, Texas, according to subdivision plat recorded in Volume 42, Pages 6,7 and 8, Map Records of Hidalgo County, Texas; SAVE AND EXCEPT all oil, gas and other minerals in and under said land.

Reservations from and Exceptions to Conveyance and Warranty:

1. Bluebonnet Village Subdivision Phase II Building Restrictions recorded as Document No. 1194879 in the Official Records of Hidalgo County, Texas, and building restrictions shown on recorded subdivision plat.
2. Reservations of all mineral interest by predecessors in title.
3. Taxes for the current year and subsequent years.
4. Easements and reservations shown on recorded subdivision plat and dedication.
5. Subdivision platting regulations of Hidalgo County and building and zoning ordinances of any city having extra-territorial jurisdiction over the property.
6. Easements, liens, rights, rules and regulations of Donna Irrigation District Hidalgo County No. 1.
7. Easement grants of record in Hidalgo County, Texas.

8. Unreleased oil, gas and mineral leases recorded in the office of the Hidalgo County Clerk.

9. Habitation of more than one dwelling on this lot is prohibited.

10. Lien created by deed of trust recorded as Document No 1090531 in Official Records of Hidalgo County, Texas, securing purchase money note of $150,000.00 to First National Bank, payment of which is not assumed by purchaser in this transaction.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

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

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

John W Rabe
JOHN W. RABE

Bevie Ann Rabe
BEVIE ANN RABE

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on AUG 8, 2003 by JOHN W. RABE AND BEVIE ANN RABE.

Liana Rodriguez
Notary Public, State of Texas
My Commission Expires
08-07-2004

Liana Rodriguez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

JOHN W. RABE AND BEVIE ANN RABE
P. O. Box 501
La Blanca, Texas 78558

Filed for Record in:
Hidalgo County
J. D. Salinas, III
County Clerk
On: Aug 08,2003 at 12:54P
As a Recording
Document Number: 1230200
Total Fees : 15.00
Receipt Number - 513208
By,
Michael Barrera, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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956-318-2844

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956-968-4734
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: 1-10099

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: Zilzandra Elizondo

Address: 1401 Villa Pkwy TX. 78572

Phone: (956) 784-0700

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Carmen Acres #4 Lot #10,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-04-07);

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 Peña);

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 1-10099

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

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

PARTY MAKING REQUEST:

Name: Eduardo Eduardo

Address: 1101 Villa

Pharr TX 78577

Phone: (956) 787-0700

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

Cantara Acres #6 lot #10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 5-8-13

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:

5/8/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10099
May. 2, 2013

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

L2845-06-000-0010-00

[1] OWNER: ELIZONDO, ELIZANDRA

1401 VILLA AVE.
PHARR TX 78577

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 480 ~~0~~ Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES 6 LOT 10

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $0

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

Prepared by _____ Date 5/2/13

Approved by _____ Date 4/26/13

X _____ Date 5-2-13.
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

2378549

Date: January 14, 2013

Grantor: The Three Grandes, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540

Grantee: Elizandra Elizondo

Grantee's Mailing Address (including county):
1401Via Ave
Pharr, Texas 78577
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-One Thousand Five Hundred Dollars and No Cents ($31,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 10, Lantana Acres No. 6 Subdivision, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 27, 2007, payable to the order of Texas State Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1806701. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Second Prior Note"), dated August 27, 2007, payable to the order of Santa Cruz Properties, Ltd., which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1806702. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Second Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages 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 Lantana Acres No. 6 Subdivision, as shown on the plat thereof, recorded in Volume 54, Pages 72-75, of the Map records of Hidalgo County, Texas; and
14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

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

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

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

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

The Three Grandes, Ltd., a Texas Limited Partnership

BY: El Guy Loco, LLC, a Texas Limited Liability Company, General Partner

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 14 day of January, 2013, by Richard W. Ruppert, President of El Guy Loco, LLC, a Texas Limited Liability Company in its capacity of General Partner of The Three Grandes, Ltd., a Texas Limited Partnership.

Ana Vandever
Notary Public, State of Texas

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

AFTER RECORDING RETURN TO:

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct ① 2 3 4

Application No: 1-10128.

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: Efren Rivera Jr.

Address: 2900 S. Pecan Blvd.
Donna, TX 78537

Phone: (956) 460-6773

Water Supplier: N.A.W.S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Pecan Valley Est Unit 1 Lot 3,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 01/23/96); and

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 1-10128

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: Efren Rivera Jr.

Address: 2900 S. Pecan Blvd.
Donna, Tx 78537

Phone: (956) 460-6773

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

Pecan Valley Est Unit 1 Lot 3.

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: 5/7/13

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:

5/8/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10128
May. 7, 2013

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

P5320-01-000-0003-00

[1] OWNER: RIVERA, EFREN JR.
2900 S. PECAN BLVD
DONNA TX 78537

Telephone No. 460-6773

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 3,463 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
PECAN VALLEY EST. #1 LOT 3
X-25

LOCATION: 0 VICTORIA & 10 1/2 N

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $208,250

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

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

Prepared by — Date: 5-7-13

Approved by — Date: 5-7-13

Signature of Owner or Applicant — Date: 5/7/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES / NO ____ BFE

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

[NOTICE]

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

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

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: **April 23, 2013**

Grantor: **SHARON LOFTON NELSON, joined *pro forma* by my husband, WILLAM A. TRUITT**

Grantor's Mailing Address: **P.O. Box 1410, Weslaco, Hidalgo County, TX 78599-1410**

Grantee: **EFREN RIVERA, JR.**

Grantee's Mailing Address: **2206 Moodie Ave., Donna, Hidalgo County, TX 78537**

Consideration: **TEN DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a Note of even date that is in the principal amount of TWO HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS ($208,250.00), is executed by Grantee and is payable to the order of LONE STAR NATIONAL BANK. To the extent of TWENTY NINE THOUSAND FIVE HUNDRED DOLLARS ($29,500.00), the Note is secured by a vendor's lien retained in favor of LONE STAR NATIONAL BANK in this Deed and by a Deed of Trust of even date from Grantee to S. DAVID DEANDA, JR., Trustee.**

Property (including any improvements): **Lot Three (3), PECAN VALLEY ESTATES, UNIT NO. 1, an Addition to the City of Donna, Hidalgo County, Texas, according to the map recorded in Volume 30, Page 187, 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:

1. **Restrictive covenants dated October 11, 1995, filed October 11, 1995 under Document Number 480023 and amendment filed February 21, 1996 under Document Number 505266, Official Records and Volume 30, Page 187, Map Records of Hidalgo County, Texas.**
2. **Annual maintenance charge and/or current assessments as set forth in instrument dated October 11, 1995, filed October 11, 1995 under Document Number 480023 and amendment filed February 21, 1996 under Document Number 505266, Official Records, Hidalgo County, Texas.**
3. **Statutory easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No.1.**
4. **Minimum floor elevations; setback lines, easements and restrictions as shown on the map of Pecan Valley Estates, Unit No. 1, recorded in Volume 30, Page 187, Map Records of Hidalgo County, Texas.**
5. **Utility easement in favor of Central Power and Light Company as shown by instrument dated April 10, 1931 recorded in Volume "M", Page 621, Miscellaneous Records of Hidalgo County, Texas.**
6. **Easement for right of way as set forth in instrument recorded in Volume 70, Page 83, Deed Records, Hidalgo County, Texas.**
7. **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated May 12, 1971, recorded in Volume 333, Page 164, Oil and Gas Records of Hidalgo County, Texas.**
8. **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated June 3, 1959, recorded in Volume 232, Page 265, Oil and Gas Records of Hidalgo County, Texas.**
9. **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Jerald L. Baker and wife, Adelle Baker as Lessor to Thomas M. Allen, as Lessee dated February 2, 1983, recorded in Volume 1857, Page 298, Official Records of Hidalgo County, Texas.**

10. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instruments dated January 25, 1960, recorded in Volume 245, Page 644 and dated May 20, 1960, recorded in Volume 249, Page 329, Oil and Gas Records of Hidalgo County, Texas.
11. Visible and apparent easements upon or across the Property.
12. Taxes for 2013 and subsequent years, the payment of which Grantee assumes.

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

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

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

Grantee acknowledges and agrees that Grantor has not made, and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the property, including, without limitation, the water, soil and geology, (b) the income to be derived from the property, (c) the suitability of the property for any and all activities and uses which grantee may conduct thereon, (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations, of any applicable governmental authority or body, (e) the habitability, merchantability or fitness for a particular purpose of the property, (f) any other matter with respect to the property. Grantee also acknowledges that Grantor has not made and specifically disclaims any representations regarding solid waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder or the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulation promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the property, Grantee is relying solely on Grantee's own investigation of the property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Grantee further acknowledges and agrees that the sale of the property, as provided for herein, is made on an "As Is, Where Is" condition and basis with all faults.

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

SHARON LOFTON NELSON

WILLIAM A. TRUITT

(ACKNOWLEDGMENT)

State of Hidalgo
County of Texas

This instrument was acknowledged before me on the 24th day of April, 2013, by **SHARON LOFTON NELSON.**

SYLVIA M CASTILLO
My Commission Expires
February 27, 2015

Sylvia M Castillo
Notary Public, State of Texas

(ACKNOWLEDGMENT)

State of Hidalgo
County of Texas

This instrument was acknowledged before me on the 24th day of April, 2013, by **WILLIAM A. TRUITT.**

SYLVIA M CASTILLO
My Commission Expires
February 27, 2015

Sylvia M Castillo
Notary Public, State of Texas

PREPARED BY:

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

File/GF No. 7104/133420vlt

CHARGE RECORDING & RETURN TO:

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-10123

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: ELIZABETH G. LONGORIA

Address: 4613 WHITE EAGLE
DONNA TX 78537

Phone: 956.246.1798

Water Supplier: NAWSC

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

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

regarding the land described as: Portos Verdes lot #7 ,

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

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

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 Reina);

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: 1-10123

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: ELIZABETH G. LONGORIA

Address: 4613 WHITE EAGLE

DONNA TX 78537

Phone: 956-246-1798

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

Paseo Verde

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) 5.16.13 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5/8/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10123
May. 6, 2013

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

P4409-00-000-0007-00

[1] OWNER: LONGORIA, ELIZABETH G.

P.O BOX 8331
WESLACO, TX 78596
Telephone No. 246-1798

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,797 Sq. Ft.

[6] USE OF BUILDING: RES ZONE C

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

LOCATION: 0 VAL VERDE & SIOUX RD.

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $160,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

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

Prepared by — Date: 5/6/13

Approved by: Gilbert Peña — Date: 5/6/13

Signature of Owner or Applicant — Date: 5/6/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Recorded On-2008-Apr-25 As-1883286

1883286

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 19, 2008

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

Grantee: Elizabeth G. Longoria

Grantee's Mailing Address (including county):
407 S. Tio Ave.
Weslaco, Texas 78596
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 Six Thousand Four Hundred and 00/100 Dollars ($26,400.00) 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 7, Pastos Verdes Subdivision, as shown on the map or plat thereof, filed for record in the Office of the County Clerk of Hidalgo, Texas under Volume 53, Pages 181-183.

Reservations from and Exceptions to Conveyance and Warranty:

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

La Cuesta Sol Development LTD
La Cuesta Sol Development GP LLC, the General Partner

BY: _____
Scot Campbell, President

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the 23 day of April, 2008, by Scot Campbell, President of La Cuesta Sol Development GP LLC, the General Partner, of La Cuesta Sol Development LTD.

JESUSITA GONZALEZ
Notary Public, State of Texas
My Commission Expires
May 11, 2011

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

La Cuesta Sol Development 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: 1-9960

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: Ricardo Peña

Address: 11908 Mesquite Circle
Weslaco, Tx 78596

Phone: 956-533-2812

Water Supplier: North Alamo Water

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Resaca Escondida lot #2,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/26/05);

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 Gilbert Peña);

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

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: 1-9960

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: Ricardo & Jessica Peña

Address: 11908 Mesquite Circle
Weslaco, TX 78596

Phone: 956-533-2812

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

Arsaca Escondida Lot # 2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 5/2/13

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:

5/8/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9960
Mar. 27, 2013

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

R2056-00-000-0002-00

[1] OWNER: RICARDO PENA
113 S 3RD ST
DONNA, TX 78537

Telephone No. 454-9397

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,200 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RESACA ESCONDIDA
LOT 2
6/7/10SEE/PEND/FILE/NOTE

LOCATION: 0 FM 88 & MILE 14

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $60,000

[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:70' SIDES:10'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date 3/27/13

Approved by — Date 3/27/13

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Doc-1989401

Edwards Abstract and
Title Co. GF# 75991-2mcn

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

Warranty Deed with Vendor's Lien

Date: April 1, 2009

Grantor: GONZALES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

Grantor's Mailing Address:

GONZALES FAMILY LIMITED PARTNERSHIP
P. O. Box 4324
Brownsville, TX 78523
Cameron County

Grantee: RICARDO PENA and JESSICA PENA, husband and wife

Grantee's Mailing Address:

RICARDO PENA and JESSICA PENA
113 S. 3rd. Street
Donna, Texas 78537
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of INTER NATIONAL BANK in the principal amount of TWENTY-ONE THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($21,375.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of INTER NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to ROBERT J. HYMEL, JR., trustee.

Property (including any improvements):

Lot Number Two (2), RESACA ESCONDIDA, a Subdivision in Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 48, Page 102-105, Map Records of Hidalgo County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2009, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

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

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

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

GONZALES FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership, acting by and through its general partner, G T ESTATES INC, a Texas Corporation.

Abel Gonzales, President

STATE OF TEXAS)

COUNTY OF CAMERON)

This instrument was acknowledged before me on April 13, 2009, by Abel Gonzales, President of G T ESTATES INC, a Texas Corporation, general partner, on behalf of GONZALES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership.

Notary Public, State of Texas
My commission expires: _____

JUDITH L. WALKER
Notary Public, State of Texas
My Commission Expires
May 31, 2009

PREPARED IN THE OFFICE OF:
PAUL HEMPHILL
815 Ridgewood
Brownsville, Texas 78520
Tel: (956) 546-5596
Fax: (956) 544-7201

AFTER RECORDING RETURN TO:
RICARDO PENA
113 S. 3rd. Street
Donna, Texas 78537

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	VIRGINIA SAUCEDA	1-10095
	COMM. COURT: MAY 14, 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: 1-16095

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:		
Date Approved:	/ /	/ /

Upon the application of:

Name: Virginia Sauceda

Address: 312 S. Doolittle Rd
Apt 254
Edinburg TX 78541

Phone: (956) 369-2083

Water Supplier: N.A.W.S

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

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

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

Will Halbert The West 152.00 of the East 304 ft. of the west 456.0' Containing 2.2 Acres more or less, Blk #24

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

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

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

-OR-

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

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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956-318-2844

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

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

Precinct (1) 2 3 4

Application No: 1-10095

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

VIRGINIA V. SAUCEDA ,

Known to me [*or* proved to me in the oath of TX#35319412 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

Hill Hatbel The west 152 ft. of the East 304 ft. of the west 456."
Containing 2.2 Acres more or less Block 124

[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."

Virginia Sauceda (Signature)

SUBSCRIBED AND SWORN TO before me on MAY 1st, 2013, to certify which, witnesses my hand and seal of office.

LEONEL NAJERA
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10095
May. 1, 2013

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

H3475-00-024-0000-00

[1] OWNER: SAUCEDA, VIRGINIA
VILLALPANDO, DAVID
PO BOX 295
ELSA TX 78543-0295
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 924 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
HILL HALBERT E152'-W502'-N645'
BLK 24 2.25AC GR 2.15AC NET

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $8,500

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:15' SIDES:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

Prepared by — Date: 5/1/13

GILBERT PEÑA — Approved by — Date: 4/30/13

/s/ Virginia Sauceda — Signature of Owner or Applicant — Date: 5/1/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0475 L Pct: 0

Community No.: 480330

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.

FILED FOR RECORD
DOC# 323209 $124
05-20-1993 08:36:45
WILLIAM (BILLY) LEO
HIDALGO COUNTY

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

General Warranty Deed

Date: MARCH 15, 2012 2312284

Grantor: MARIA DE JESUS VILLALPANDO a/k/a MARIA VILLAPONDO, a widow

Grantor's Mailing Address: P. O. BOX 295
ELSA, TEXAS 78543
HIDALGO COUNTY

Grantee: DAVID VILLALPANDO and VIRGINIA SAUCEDA

Grantee's Mailing Address: P. O. BOX 295
ELSA, TEXAS 78543
HIDALGO COUNTY

Consideration: For the love and affection Grantor has for Grantee.

Property (including any improvements):

The 2.2 acre tract of land described on Exhibit "A" attached hereto and incorporated herein for all intents and purposes obtained from Special Warranty Deed dated December 17, 1996 from Becky Jo Bonham to Daniel Villapondo and wife, Maria Villapondo.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

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

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

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

This instrument was prepared based on Information furnished by the parties, and no Independent title search has been made.

Maria Villalpando

MARIA DE JESUS VILLALPANDO a/k/a
MARIA VILLAPONDO

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 21st day of March, 2012, by MARIA DE JESUS VILLALPANDO a/k/a MARIA VILLAPONDO.

JULIA R. LEAL
Notary Public, State of Texas
My Commission Expires
September 11, 2013

NOTARY PUBLIC, STATE OF TEXAS

PREPARED BY:

SLUSHER & ASSOCIATES, PLLC
4900 NORTH 10TH STREET, SUITE F-3
McALLEN, TEXAS 78504
CS# 3744

AFTER RECORDING, RETURN TO:

DAVID VILLALPANDO
VIRGINIA SAUCEDA
P. O. BOX 295
ELSA, TEXAS 78543

Exhibit A

The West 152.0 Feet of the East 304.0 Feet of the West 456.0 Fe of a Tract of land containing 6.64 acres out of Lot 24, Hill Walbert Tract out of the El Cato and La Blanca Grants, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 35, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes Said 6.64 acres being more particularly described by metes and bounds as follows, to-wit:

BEGINNING AT a point on the North line of Lot 24, said point being 89° 36' East, 198.0 feet from the Northwest corner of Lot 24;

THENCE, North 89° 26' East with and along the North line of Lot 24, a distance of 462.0 feet;

THENCE, South 0° 24' East, a distance of 645.0 feet;

THENCE, South 89° 36' West, a distance of 462.0 feet;

THENCE, North 0° 24' West, a distance of 645.0 feet to the PLAC OF BEGINNING.

CONTAINING 2.2 acres, more or less.

1, 2 52, 53, 54, 40

DOC# 323209

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF CAMERON §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **KYLE FRED BENNETT, Individually, and as Trustee, and as Kyle Bennett Investments**, of the County of Hidalgo and State of Texas, for and in consideration of the division of property provided in a Final Decree of Divorce entered in Cause No. C-1695-90-A entitled "In the Matter of the Marriage of Becky Bonham Bennett and Kyle Fred Bennett and in the Interest of Fara Charlene Bennett, a Child" in the 92nd Judicial District Court of Hidalgo County, Texas, and of the terms and conditions of the settlement agreement reached in Consolidated Cause No. C-4880-91-F (Consolidated Nos. C-4880-91-A, C-5020-91-A, C-3473-91-A and C-1695-90-A) entitled "In the Matter of the Marriage of Becky Bonham Bennett and Kyle Fred Bennett and Raytoria Consolidated, Inc. and in the Interest of the Minor Child, Fara Charlene Bennett" in the 332nd Judicial District Court of Hidalgo County, Texas, have GRANTED, TRANSFERRED AND CONVEYED, and by these presents do GRANT, TRANSFER AND CONVEY unto **BECKY JO BONHAM**, whose mailing address is 8535 Capital of TX Hwy N., No. 3069, AUSTIN, TX 78759, all of the following described real property located in Cameron County, Texas, to-wit:

(See Exhibit "A" attached hereto and made a part hereof for all purposes.)

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise

belonging, unto the said Grantee, her heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, her heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under me, but not otherwise.

It is the intention of the Grantor to vest full Fee Simple title to the above-described real property in the Grantee herein named, since said Grantee already owns an undivided interest in said real property.

For the same consideration, Grantor hereby transfers, assigns and conveys to Grantee all his right, title and interest in and to any and all insurance policies covering the above described property and all reserve accounts for the payment of insurance and taxes in effect with respect to same.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 17 day of May, 1993.

KYLE FRED BENNETT, Invidually,
and as Trustee, and as Kyle
Bennett Investments

3. Oil and Gas Lease dated October 15, 1935, from Henry Roussin to McCollum Exploration Company, recorded in Volume 16, Page 261, Oil and Gas Lease Records of Hidalgo County, Texas.
4. Rights, rules, regulations, easements and liens in favor of Donna Irrigation District, Hidalgo County, Texas.
5. Easements and reservations as may be reflected by Map and Plat of Record in Volume 3, Page 5, Map Records of Hidalgo County, Texas.

TRACT NO. : S-101

The West 152.0 Feet of a Tract of land containing 6.84 acres out of Lot 24, Hill-Halbert Tract out of the El Gato and La Blanca Grants, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 35, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes. Said 6.84 acres being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point on the North line of Lot 24, said point being North 89° 36' East, 198.0 feet from the Northwest corner of Lot 24;

THENCE, North 89° 26' East with and along the North line of Lot 24, a distance of 462.0 feet;

THENCE, South 0° 24' East, a distance of 645.0 feet;

THENCE, South 89° 36' West, a distance of 462.0 feet;

THENCE, North 0° 24' West, a distance of 645.0 feet to the PLACE OF BEGINNING.

CONTAINING 2.2 acres, more or less.

SAVE AND EXCEPT:
All oil, gas and other minerals that have been heretofore reserved by prior grantors as set forth in Deed dated May 18, 1960, recorded in Volume 981, Page 364, Deed Records, Hidalgo County, Texas.

SUBJECT TO:
Easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.

Visible or apparent easements on or across the property herein described.

TRACT NO.: S-102

The West 152.0 Feet of the East 304.0 Feet of the West 456.0 Feet of a Tract of land containing 6.84 acres out of Lot 24, Hill Halbert Tract out of the El Gato and La Blanca Grants, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 35, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes. Said 6.84 acres being more particularly described by metes and bounds as follows, to-wit:

BEGINNING AT a point on the North line of Lot 24, said point being 89° 36' East, 198.0 feet from the Northwest corner of Lot 24;

THENCE, North 89° 26' East with and alond the North line of Lot 24, a distance of 462.0 feet;

THENCE, South 0° 24' East, a distance of 645.0 feet;

THENCE, South 89° 36' West, a distance of 462.0 feet;

THENCE, North 0° 24' West, a distance of 645.0 feet to the PLACE OF BEGINNING.

CONTAINING 2.2 acres, more or less.

SAVE AND EXCEPT:
All oil, gas and other minerals that have been heretofore reserved by prior grantors as set forth in Deed dated May 18, 1960, recorded in Volume 981, Page 364, Deed Records, Hidalgo County, Texas.

SUBJECT TO:
Easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.

Visible or apparent easements on or across the property herein described.

TRACT NO.: S-103

The East 152.0 Feet of the West 456.0 Feet of a Tract of land containing 6.84 acres out of Lot 24, Hill Halbert Tract out of the El Gato and La Blanca Grants, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 35, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes. Said 6.84 acres being more particularly described by metes and bounds as follows, to-wit:

BEGINNING AT a point on the North line of Lot 24, said point being North 89° 36' East, 198.0 feet from the Northwest corner of Lot 24;

THENCE, North 89° 26' East with and along the North line of Lot 24, a distance of 462.0 feet;

THENCE, South 0° 24' East, a distance of 645.0 feet;

THENCE, South 89° 36' West, a distance of 462.0 feet;

THENCE, North 0° 24' West, a distance of 645.0 feet to the PLACE OF BEGINNING.

CONTAINING 2.2 acres, more or less.

SAVE AND EXCEPT:
All oil, gas and other minerals that have been heretofore reserved by prior grantors as set forth in Deed dated May 18, 1960, recorded in Volume 981, Page 364, Deed Records, Hidalgo County, Texas

SUBJECT TO:
Easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.

Visible or apparent easements on or across the property herein described.

TRACT No. T-106

The West 5.16 Acres of the East 9.66 Acres of the East 20 Acres of Lot Eighteen (18), Hill Halbert Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 35, Map Records, Hidalgo County, Texas, and consisting of approximately 5.16 acres.

SAVE AND EXCEPT:
All oil, gas and other minerals on, in and under and that may be produced from the above described real property as reserved in the Deed and Oil & Gas Records, of Hidalgo County, Texas.

SUBJECT TO:
1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
2. Taxes for the year 1987 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership. Not yet due and payable.
3. Rules, regulations, right of way and easements in favor of Donna Irrigation District Hidalgo County No. 1.
4. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
5. Easement for drainage ditch granted to Hidalgo County Drainage District Number One.
6. Visible or apparent easements and easements of record on or across the property herein described.
7. All gas, oil and mineral reservations and leases of record.

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Johanna Rubalcava Cornejo	4-12387
2.	Jose L. Serna	4-12397
	COMM. COURT: May 14, 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
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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: 4-12387

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Existing OSSF
	Date Approved:	/ /	5/20/13

Name: JOHANNA RUBALCAVA CORONADO

Address: 213 E. GEORGIA
ALTON, TX 78573

Phone: (956) 862-7972

Water Supplier: NORTH ALAMO WATER SUPPLY

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

Account/ESI No.: ____

[ ] Temporary Pole [X] Permanent Service

regarding the land described as:
SANTA CRUZ RANCHES # 2. LOT 66 H.D. CO.,

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 11-29-04);

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 Cerda);

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

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: 4-12387

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: Johanna Rubalcava Connelly

Address: 213 E. Georgia
Alton, TX 78573

Phone: (956) 862-7972

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

Santa Cruz Ranches # 2 Lot 66 Hid. Co

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Johanna Rubalcava C. 5-6-2013
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05/08/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12387
May. 3, 2013

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

S1753-02-000-0066-00

[1] OWNER: RUBALCAVA, JOHANNA CORNEJO

213 E. GEORGIA
ALTON, TX. 78573
Telephone No. 862-5997

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: NEW-RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ RANCHES #2 LOT 66

LOCATION: 0 2812 & CIBOLO

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $69,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-60' REAR-15' SIDES-6'

Rodolfo Rios — Prepared by — 5-3-12 — Date

Eli V. — Approved by — 5-2-13 — Date

x Fernando Cornejo — Signature of Owner or Applicant — x 5-7-2013 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 0325 D

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

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

[NOTICE]

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

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

EDWARDS ABSTRACT
AND TITLE CO. GF # 98250 MRK

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 14, 2013

Grantor: Rolando Garcia and wife, Sonia Garcia

Grantor's Mailing Address (including county): 1704 N. Ebony St.
Pharr, Texas 78577
Hidalgo County, Texas

Grantee: Johanna Rubalcava Cornejo

Grantee's Mailing Address (including county): 2013 Frontier Dr.
Mission, Texas 78572
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of FIFTY THOUSAND AND NO/100THS DOLLARS ($50,000.00) payable to the order of Rolando Garcia and wife, Sonia Garcia, and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to BYRON JAY LEWIS, Trustee.

Property (including any improvements):

Lot Sixty-six (66), SANTA CRUZ RANCHES NO. 2, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 46, Pages 133-137, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in VOLUME 46, PAGES 133-137, MAP RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated February 24, 1936, recorded in Volume 444, Page 1, Deed Records, dated August 3, 1938, recorded in Volume 448, Page 36, Deed Records, dated September 7, 1935, recorded in Volume 525, Page 177, Deed Records and dated October 3,

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

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

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

Rolando Garcia

Sonia Garcia

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 21st of March, 2013, by Rolando Garcia and wife, Sonia Garcia.

MARIANA RAGOUSIS-RAMIREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-24-2016

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Johanna Rubalcava Cornejo

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 784250;mr:cam

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12397
05-07-13

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Jose L. Serna

Address: 15208 E mile 19 N.
Edinburg Tx. 78542

Phone: (956)457-5223

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	Existing
Date Approved:	/ /	5/7/13

Water Supplier: North Alamo

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Evergreen Valley Estates #6 Lot #15,

on May 7th, 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 05/06/13);

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

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 5/7/13 (verified by Ruben Hernandez);

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; 5/7/13 (verified by Ruben Hernandez);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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Edinburg, Texas 78542
956-318-2840
956-318-2844

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956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: 4-12397
05-07-13

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 L. Serna Jr.

Address: 15208 E Mile 19 North
Edinburg TX. 78542

Phone: (956) 457-5223

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

Evergreen Valley Est. #6 Lot #15

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 L. Serna Jr. — Requesting Party (Signature)

5-7-13 — 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:

05/08/13 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12397
May. 7, 2013

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

E8250-06-000-0015-00

[1] OWNER: SERNA, JOSE LUIS JR.

5301 STANDARD AVE.
SAN JUAN, TX. 78589
Telephone No. 457-5223

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,966 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #6
LOT 15

LOCATION: 0 VALVERDE & MILE 19 RD

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

[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 40' REAR 35'
SIDE 6' . 18" ABOVE CNTR LINE OF ST

Prepared by _____ Date 05/07/13

Approved by _____ Date 05/07/13

Signature of Owner or Applicant _____ Date 5-7-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [ ] Water [ ]

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

Community No.: _____

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

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

[NOTICE]

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 29, 2012

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

2373845

Grantee: Jose L. Serna Jr
Grantee's Phone Number: (956) 457-5223
Grantee's Mailing Address (including county):
5301 Standard Ave.
San Juan, Texas 78589
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Forty-Two Thousand Four Hundred Fifty No/100's ($42,450.00) Dollars, and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 15, Evergreen Valley Estates, Phase VI, as per map or plat thereof filed on August 8, 2012, and recorded under Clerk's File Number 2333248, Official Records and Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated March 8, 2012, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2291528. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated March 8, 2012, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2291529. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

JJS

12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase VI, as shown on the plat thereof, recorded as Document Number 2333248 in the Official Records of Hidalgo County, Texas; and
14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on 9/29/2012, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

CYNTHIA LEE MARTINEZ
MY COMMISSION EXPIRES
June 3, 2014

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

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Hector J. Rios	4-12367
	COMM. COURT: May 14, 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: 4-12360 7
04-29-13

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:	Temp. Elect.	
Date Approved:	5 / 1 / 13	/ /

Upon the application of:

Name: Hector J Rios Jr

Address: Santa Cruz Garden #2 lot 7 block 26

Phone: 956 321-9408

Water Supplier: NHWSC

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

Account/ESI No.: _____

[ ] Temporary Pole [ ] Permanent Service

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

Santa Cruz Gardens #2 Lot 7 Blk. 26. (2AC Tract),

[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.

Raul Sesin
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-12367

04-29-13

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

Hector J Rios Jr ,

Known to me [*or* proved to me in the oath of Hector Javier Rios Jr *or* through Passport card C02829325 (*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: (2 acre tract)

Santa Cruz Garden #2 lot 1 block 26 ."

[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 May 15, 2013, to certify which, witnesses my hand and seal of office.

MIGDALIA CAVAZOS NOTARY PUBLIC STATE OF TEXAS EXPIRES 04-01-2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12367
Apr. 29, 2013

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

S1700-02-026-0001-07

[1] OWNER: RIOS, HECTOR JAVIER CANTU
ELEUTERIO CANTU GARZA
1015 S 20TH AVE
EDINBURG, TX 78539-5824
Telephone No. 279-7582

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 96 Sq. Ft.

[6] USE OF BUILDING: NEW-RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ GARDENS #2 N2.0AC-S
0AC LOT 1 BLK 26 2.0AC GR 1.80
NET

LOCATION: 0

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $8,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-40' REAR-15' SIDES-6'

Rodolfo Rios — Prepared by — 4-29-13 — Date

EFRAIN CEBALLOS — Approved by — 4-29-13 — Date

X _____ — Signature of Owner or Applicant — 4-29-13 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 0

Community No.: 0325-D

Certification of Elevation
Required: ____YES ___/___NO ____BFE

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

[NOTICE]

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

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

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 GIFT DEED

Date: March 19, 2009

Grantors: HECTOR JAVIER RIOS CANTU AND JOSE ELEUTERIO CANTU GARZA

Grantors Mailing Address:

1007 LEE STREET
MISSION, TEXAS 78572
HIDALGO COUNTY

Grantee: HECTOR JAVIER RIOS

Grantee's Mailing Address:

1007 LEE STREET
MISSION, TEXAS 78572
HIDALGO COUNTY

Consideration:

Love of, and affection for, Grantee.

Property (including any improvements):

ALL OF A 2.00 ACRE TRACT OF LAND TO BE CARVED OUT OF LOT 1, BLOCK 26, SANTA CRUZ GARDENS, UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE AMENDED MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDES IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES. SAID 2.00 ACRE GROSS ACRES BEING THE NORTH 2.00 ACRES OF THE SOUTH 4.00 ACRES OF LOT 1, BLOCK 26, SANTA CRUZ GARDENS, UNIT NO. 2, OF WHICH THE WEST 30' THEREOF LIES IN COUNTY ROAD, LEAVING 1.80 ACRES NET, MORE OR LESS.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

None

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

Hector J. Rios
HECTOR JAVIER RIOS CANTU

J. Eleuterio C.
JOSE ELEUTERIO CANTU GARZA

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on March 7, 2009, by **HECTOR JAVIER RIOS CANTU.**

Diana Denise Delgado
Notary Public, State of Texas
My commission expires: August 26, 2013

DIANA DENISE DELGADO
Notary Public, State of Texas
My Commission Expires
August 26, 2013

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on March 9th, 2009, by **JOSE ELEUTERIO CANTU GARZA.**

Criselda B. Moncayo
Notary Public, State of Texas
My commission expires: March 9, 2012

CRISELDA B. MONCAYO
Notary Public, State of Texas
My Commission Expires
March 09, 2012

PREPARED IN THE OFFICE OF & AFTER RECORDING RETURN TO:
Law Office of Damian C Orozco
VILLA DE FUENTE
1138 EAST EXPRESSWAY 83
PHARR, TX 78577
Tel: (956) 782-5447

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	IRMA SOSA	3-13485
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: MAY 14, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 (3) 4

Application No: 3-13485

4/2/13

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
			contaminous
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		3557-2700
	Date Approved:	/ /	4/23/13

Name: Irma Sosa

Address: 803 Green Valley DR
Green Valley Dr.
Mission, Tx. 78572

Phone: 222-1925

Water Supplier: NA

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

Account/ESI No.: 100327894711207795

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Greenlena Acres Lot 178,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 6/10/91);

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

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

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

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

Planning Department Authorized Signature	Hidalgo County Judge	Date

ATTEST: Roy Cantu RC — Hidalgo County Clerk

5/3/13 RC — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 (3) 4

Application No: 3-13485

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: Irma Sosa

Address: 803 Green Valley DR
Mission, Tx. 78572

Phone: 222-1925

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

Greenland Acres lot 178

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Irma Sosa
Requesting Party (Signature)

5-3-13
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:

4/2/13
Date

County Official

WARRANTY DEED 2133510

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

Date: August 16TH 2010

Grantor's: Alberto Salinas and Wife, Silvia Salinas
908 Sunni St.
Palmview, Texas 78572
Hidalgo County, Texas

Grantee: Esteban Sosa and Wife, Irma Sosa
2020 Giselle Street
Mission, Texas 78574
Hidalgo County, Texas

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

ALL OF LOT 178, GREENLAND ACRES SUBDIVISION, an Addition to the City of Palmview Hidalgo county, Texas, according to the map recorded in Volume 27, Pages 33-34, Map Records in the Office of the County Clerk of hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

NONE

Exceptions to Conveyance and Warranty:

Restrictive covenants as set out in instrument filed for record in Volume 3082, Page 604, Official Records and Volume 27, Pages 33-34, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national original 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.

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

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Greenland Acres Subdivision, recorded in Volume 27, Pages 33 and 34, Map Records of Hidalgo County, Texas.

Irrigation easement in favor of hidalgo County Irrigation District No. 6 as shown by instrument dated recorded in Volume 3097, Page 770 Official Records of Hidalgo County, Texas.

Electric transmission line easement in favor of Central Power and Light Company as shown by instrument dated October 25, 1927, recorded in volume 278, Page 334, Deed Records of Hidalgo County, Texas.

Canal, pipeline, ditches, etc Easement in favor of Hidalgo Water Control and Irrigation District No. 6 as shown by instrument dated January 15, 1948, recorded in Volume 633, Page 621, Deed Records of Hidalgo County, Texas.

Electric transmission line easement in favor of Central Power and Light Company as shown by instrument dated February 26, 1958, recorded in volume 911, Page 536, Deed Records of Hidalgo County, Texas.

Irrigation pipeline easement in favor of Hidalgo County Water Control and Improvement District No 6 as shown by instrument dated January 12, 1973, recorded in Volume 1348, Page 615, Deed Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral lease executed by E.M. Goodwin, Inc to Atlantic Richfield Company, dated July 18 1983, recorded in Volume

Mineral and/or royalty reservation contained in deed March 22, 1995, filed November 19, 1998 under Document Number 726001, Official Records of Hidalgo County, Texas.

Visible and apparent easements on or across the property herein described

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Grantee will be responsible for January thru August 2010 property taxes and Grantors will be responsible for September thru December 2010.

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

NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENTATION CONCERNING THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE.

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

WITNESS the hand and seal of said Grantor this 16th day of August, 2010.

Alberto Salinas
ALBERTO SALINAS (GRANTOR)

Silvia E. Salinas
SILVIA SALINAS (GRANTOR)

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This Instrument was acknowledged before me on August 16, 2010, by ALBERTO SALINAS AND SILVIA SALINAS, GRANTORS.

WITNESS my hand and official seal.

MARIA E. ALVARADO Notary Public,
State of Texas, County of Hidalgo
My comm. exp.: 09/02/2013

AFTER RECORDING MAIL TO:

ESTEBAN AND IRMA SOSA
2020 GISELLE ST
MISSION, TEXAS 78574

MARIA ELIA ALVARADO
MY COMMISSION EXPIRES
September 2, 2013

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

On: Aug 30,2010 at 01:07P

As a Recording

Document Number: 2133510
Total Fees : 20.00

Receipt Number - 1142561
By,
Azeneth Uresti, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
3-13485
Apr. 2, 2013

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

G8050-00-000-0178-00

[1] OWNER: SOSA , ESTEBAN & IRMA

2020 GISELL ST.
MISSION TX 78574-1318
Telephone No. 222-1925

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,120 Sq. Ft.

[6] USE OF BUILDING: RES NEW HOUSE

[7] LEGAL DESC./NAME OF SUBDIVISION
GREENELAND ACRES LOT 178
ZONE C-25

LOCATION: 0 OLD 83 & GREEN RD

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
F 30 S6 R 15

Prepared by — Date: 4/2/13

Approved by — Date: 4/2/13

Signature of Owner or Applicant — Date: 4-2-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	MARIA D.LEON	3-7874
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: MAY 14, 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: 3-7874

4/22/08

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

Upon the application of:

Name: Maria D. Leon

Address: 13446 N. Los Ebanos Rd Mission, TX 78574

Phone: 956-240-0132

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		3545-4378
Date Approved:	/ /	5/3/13

Water Supplier: Sharyland

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

Account/ESI No.: NA

[ ] Temporary Pole [✓] Permanent Service

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

Los Ebanos #2 Lot 23 Blk 2

[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 Cantu 5/3/13

Planning Department Authorized Signature

Hidalgo County Judge _____ Date _____

ATTEST: _____

Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

Precinct 1 2 3 4

Application No: 3-7874
4/22/08

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 Maria Dina Leon,

Known to me [*or* proved to me in the oath of Texas Driver License or through TDL# 14289551 (*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: Los Ebanos #2 Lot 23 Blk 2."

[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."

Maria D Leon (Signature)

SUBSCRIBED AND SWORN TO before me on May 3, 2013, to certify which, witnesses my hand and seal of office.

Sandra Cantu
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

126 - WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,

County of HIDALGO } Know All Men by These Presents:

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

1874017

THAT Silvia Guajardo De Salinas

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

of the sum of

Ten and No/100 ---($10.00) ---------- DOLLARS
And other valuable consideration

to in hand paid by : Maria Dina Leon

Property (including improvements) as follows:
Lot Twenty-three (23), Block Two (2), LOS EBANOS SUBDIVISION, City of Mission
County of Hidalgo, State of Texas
Information taken from Document No: 950967, filed for the Record on 03-13-2001

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
Maria Dina Leon

whose mailing address is 13446 N. Los Ebanos Road --- City of Mission
of the County of Hidalgo State of Texas all that certain
Reservations From and Exceptions to Conveyance & Warranty:
SUBJECT TO ALL RESERVATIONS, Exceptions, Leases, Liens, Easements, rights, restrictions, Uses, and regulations visible or of record. Taxes for the year 2008 and all Subsequent years.
SAVE AND EXCEPT all oil, Gas, and other Minerals.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THIS DOCUMENT WAS PREPARED BASED ON THE INFORMATION PROVIDED BY BOTH PARTIES. THE PREPARER EXPRESSES NO OPINION ON THE TITLE OF THIS PROPERTY.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said
Maria Dina Leon
heirs and assigns forever and I do hereby bind Myself
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said
Maria Dina Leon
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,
WITNESS my hand at Mission, Texas
this 18th day of March, 2008.
Witness at Request of Grantor:

x Silvia Guajardo de Salinas

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 18th day of March, 2008
by Silvia Guajardo de Salinas

EULALIO MUÑOZ JR.
Notary Public, State of Texas
My Commission Expires:
12-31-2008

My commission expires:
Dec. 31, 2008

Notary Public, State of Texas
Notary's printed name: Eulalio Munoz,Jr.

Chapter 232 Texas LGC Application

APPLICATION NO: 3-7874
Apr. 22, 2008

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

L5950-02-000-0023-00

[1] OWNER: MARIA DINA LEON

13446 N. LOS EBANOS RD
MISSION TX 78574
Telephone No. 585-7830

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
C-51 NEW RESIDENTIAL

[5] SIZE OF STRUCTURE: 616 Sq. Ft.

[6] USE OF BUILDING: NEW RES C-25

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS EBANOS BLK-2 LOT 23
C-25

LOCATION: 0 6 ML / LOS EBANOS RD

[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 WITH ALL REGULATIONS AS PER COUNTY STA
CITY FEMA SETBACKS FRONT 25' REAR 15' SIDES 6'

FOR COUNTY USE ONLY
APPLICATION FEES

Rodolfo Rios
Prepared by

4-22-08
Date

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.:_____

_____
Approved by

_____
Date

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.

Signature of Owner or Applicant

04/22/08
Date

[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-38555 **6. A.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Judy Newton, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Tax Refunds:

Account Number	Payer	Amount
O8300.99.000.0001.09	Warnaco Inc.	$ 5,168.66

BACKGROUND

Attachments

CC SUPP REFUND APP

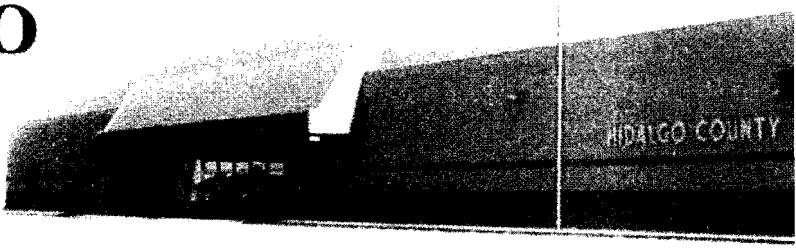
Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 08:06 AM
Olga Garza	Olga Garza	05/09/2013 04:57 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Judy Newton Started On: 05/01/2013 03:27 PM

Final Approval Date: 05/10/2013

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

APRIL 29, 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

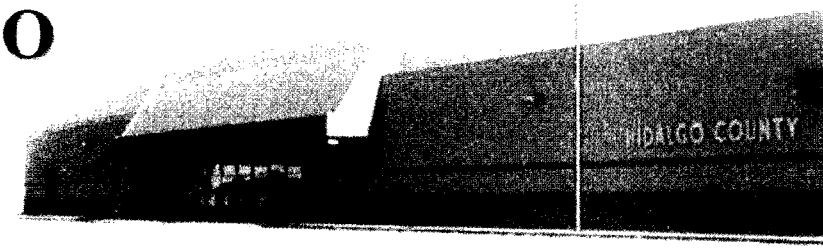
nlr

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
O8300.99.000.0001.09	Warnaco Inc.	$5,168.66

ACCOUNT NUMBER	PAYER	AMOUNT
O8300.99.000.0001.09	Warnaco Inc.	$5,168.66

REVIEWED BY: JULIO ESPINOSA JE
DATE: 4-29-13
APPROVED FOR AGENDA POSTING: Yes

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
AUTHENIC FITNESS WARNACO SWIMWEAR PRODUCTS INC PD BY: WARNACO INC*

Present mailing address *(number and street)*
C/O TAX DEPT; 470 WHEELERS FARMS RD

City, town or post office, state, ZIP code
MILFORD, CT 06461-9137

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): DELETE 2009 GONE 12/31/08 INVENTORY FURNITURE

Step 2: Describe the property

FIXTURES & EQUIPMENT AT 616 WEST OWASSA RD

Address or location of property:

762791*

Account number of property: O8300.99.000.0001.09 OR Tax receipt number: 15967847/2042633

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009*	1/29 / 10	$ 3960.06	$ 3960.06
2. CITY OF EDINBURG/REND.	2009	1/31 / 10	$ 1208.60	$ 1208.60
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 5168.66*

Taxpayer's reason for refund *(attach supporting documentation)*: VALUE DECREASE*

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: GR 4-19-13

sign here — Authorized officer — Date: 4/23/13

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-38560 **6. B.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Judy Newton, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
F6030.99.000.0006.01	Bmp Radio Lp	$7,165.25
M3732.00.000.0001.00	Edwards Abstract & Title Co	$4,654.31

BACKGROUND

Attachments

CC O/P REFUND APPS

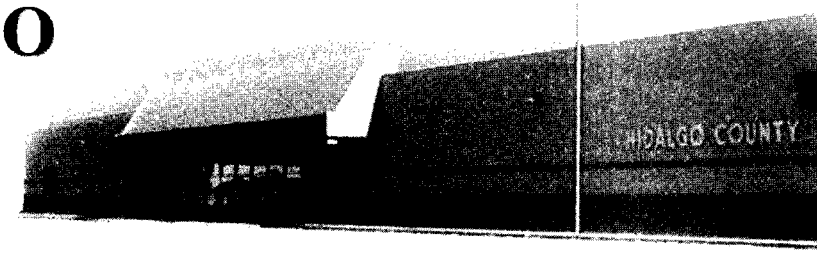
Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 01:26 PM
Olga Garza	Olga Garza	05/09/2013 02:16 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Judy Newton Started On: 05/01/2013 04:00 PM

Final Approval Date: 05/10/2013

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

APRIL 29, 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(are) 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

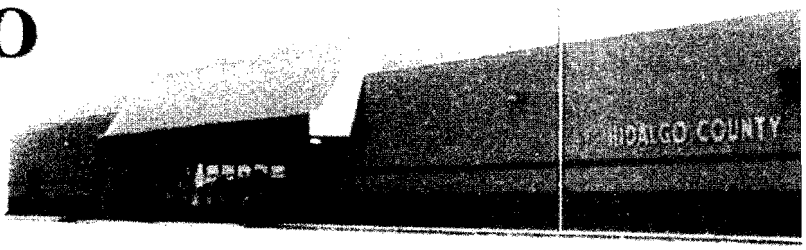
nlr

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
F6030.99.000.0006.01	Bmp Radio Lp	$7,165.25
M3732.00.000.0001.00	Edwards Abstract & Title Co.	$4,654.31

ACCOUNT NUMBER	PAYER	AMOUNT
F6030.99.000.0006.01	Bmp Radio Lp	$7,165.25 ✓
M3732.00.000.0001.00	Edwards Abstract & Title Co.	$4,654.31 ✓

REVIEWED BY: JULIO ESPINOSA JE

DATE: 4-29-13

APPROVED FOR AGENDA POSTING: ES

PABLO (PAUL) VILLARREAL 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: 02/07/2013

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CR 4-19-13

BMP RADIO LP
8750 N CENTRAL EXPRESSWAY
SUITE 645
DALLAS , TX 75231

Account Number
F6030-99-000-0006-01
HCAD No. 772650

Legal Description of the Property
SUPPLIES FURNITURE FIXTURES & EQUIPMENT & VEHICLES AT 1201 NORTH JACKSON ROAD SUITE 900/ NEW ACCT 2008

1201 N JACKSON RD 78501
OWNER: BMP RADIO

2012 OVERAGE AMOUNT $7,165.25

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 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 BMP RADIO LP	Relationship to Property Owner same
	Mailing Address 8750 N CENTRAL EXP #645	Daytime Telephone Number 214-692-2200
	City, State, Zip Code DALLAS, TX 75231	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account	
	☐ Duplicate payment	
	☐ Paid in error (explain) Double Assessed - see attached Settlement	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	$ 7,165.26
	Total tax, penalty, and interest amount owed for the year	-0-
	Amount of refund claimed	$ 7,165.26
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	Date of application 2-20-13
	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: 4/24/13
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 3-5-13

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

4/5

.1.14

PABLO (PAUL) VILLARREAL 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: 02/07/2013

Account Number
F6030-99-000-0006-01
HCAD No. 772650

Legal Description of the Property
SUPPLIES FURNITURE FIXTURES & EQUIPMENT & VEHICLES AT 1201 NORTH JACKSON ROAD SUITE 900/ NEW ACCT 2008

1201 N JACKSON RD 78501
OWNER: BMP RADIO

BMP RADIO LP
8750 N CENTRAL EXPRESSWAY
SUITE 645
DALLAS , TX 75231

2012 OVERAGE AMOUNT $7,165.25

NOTARIZED AFFIDAVIT

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOAN LEONARD, do hereby swear that I am the person signing for the account and am authorized to sign this application for the claim for a refund.

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared the affiant, whose name is shown above, who, being by me first duly sworn did upon his or her oath depose and say that all of the facts set out in the following affidavit are true and represent the whole truth of the tax payment and of this claim for the refund thereof.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 20 day of FEBRUARY, 2013.

MIKE HUBBARD

NOTARY IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____

MIKE HUBBARD
MY COMMISSION EXPIRES
July 2, 2014

Any person who knowingly makes a false entry in the foregoing governmental record commits an offense punishable by confinement in the TEXAS DEPARTMENT OF CORRECTIONS for any term of not more than ten (10) years or less than two (2) years and may be punished in addition to imprisonment with a fine not to exceed $5,000.00; or confinement in jail for a term not to exceed one year; or a fine not to exceed $2,000.00 or both such fine and imprisonment as set forth in TEXAS PENAL CODE 12.21, 12.34, 37.10 (VERSION 19740).

This tax refund ___ APPROVED / ___ DISAPPROVED by Governing Body.

PABLO (PAUL) VILLARREAL 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: 03/15/2013

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CK 4-10-13
L.C 4/12/13

EDWARDS ABSTRACT & TITLE CO
3111 W. FREDDY GONZALEZ DR.
EDINBURG , TX 78539

Account Number
M3732-00-000-0001-00
HCAD No. 728915

Legal Description of the Property
MESQUITE RIDGE LOTS 1-5

UPLAND DR

OWNER: SOUTH TEXAS WILDHORSE DESERT INVESTMENTS

2012 OVERAGE AMOUNT $4,654.31

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 22: CITY OF EDINBURG, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name: EDWARDS ABSTRACT AND TITLE CO.	Relationship to Property Owner: Title Agent/Closing Co.
	Mailing Address: 4228 N. McColl Rd.	Daytime Telephone Number: 956-682-4951
	City, State, Zip Code: McAllen, TX 78504	
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.	
	*collected the $4,654.31 base amount in error	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account *	
	☐ Duplicate payment	
	☐ Paid in error (explain) Total due apparently included 2012 plus rollbacks	
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	$4,654.31
Step 5: How should the refund be processed?	☐ Mail to Property Owner EDWARDS ABSRACT AND TITLE CO.	
	☐ Mail to Payer at address in Step 1 4228 N.McColl Rd., McAllen, TX 78504	
	☐ 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	Date of application 3-15-13
	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: 4/24/13
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 4-3-13

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

4|5

PABLO (PAUL) VILLARREAL 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: 03/15/2013

Account Number
M3732-00-000-0001-00
HCAD No. 728915

Legal Description of the Property
MESQUITE RIDGE LOTS 1-5

UPLAND DR

OWNER: SOUTH TEXAS WILDHORSE DESERT INVESTMENTS

2012 OVERAGE AMOUNT $4,654.31

EDWARDS ABSTRACT & TITLE CO
3111 W. FREDDY GONZALEZ DR.
EDINBURG , TX 78539

NOTARIZED AFFIDAVIT

STATE OF TEXAS
COUNTY OF HIDALGO

I, Marilyn De Luna, do hereby swear that I am the person signing for the account and am authorized to sign this application for the claim for a refund.

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared the affiant, whose name is shown above, who, being by me first duly sworn did upon his or her oath depose and say that all of the facts set out in the following affidavit are true and represent the whole truth of the tax payment and of this claim for the refund thereof.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 15th day of March, 20 13.

NOTARY IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

Any person who knowingly makes a false entry in the foregoing governmental record commits an offense punishable by confinement in the TEXAS DEPARTMENT OF CORRECTIONS for any term of not more than ten (10) years or less than two (2) years and may be punished in addition to imprisonment with a fine not to exceed $5,000.00; or confinement in jail for a term not to exceed one year; or a fine not to exceed $2,000.00 or both such fine and imprisonment as set forth in TEXAS PENAL CODE 12.21, 12.34, 37.10 (VERSION 19740).

This tax refund ___ APPROVED / ___ DISAPPROVED by Commissioning Body

GLORIA P BANDA
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-08-2016

AI-38600 **7. A.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Joel, 93rd DC Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

93rd District Court:
Approval to pay membership dues to Texas Association for Court Administration in the amount of $ 75.00 (Req. #233236) for Joel Espinoza, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available through requisition # 233236.

Attachments

dues

req.

affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/03/2013 11:31 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Monica Badillo Started On: 05/03/2013 10:38 AM

Final Approval Date: 05/10/2013

Texas Association for Court Administration
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, TX 77341-2296

Sam Houston State University
is a member of The Texas State University System

UNITED STATES POSTAGE
PITNEY BOWES
$ 00.33⁰
02 1M
0004284448 MAR 01 2013
MAILED FROM ZIP CODE 7734⁰

Membership Renewal

93rd District Court
Attn: Joel C. Espinoza
Court Coordinator
100 North Closner
Edinburg, Texas 78539

Texas Association for Court Administration

MEMBERSHIP RENEWAL NOTICE

This is a reminder that your membership dues in the Texas Association for Court Administration are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement is encouraged.

The annual renewal fee for a regular membership is $75
Sign your Judge up for membership at the same time and pay $110 for both memberships!

Please make *check payable to the Texas Association for Court Administration* and mail the check with the renewal card to the following address:

Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

Thank you for your continued support

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

Requisition No 00233236
Po No
Date Entered 03-13-2013
Status Disapproved Requisition

Vendor TEXAS ASSOCIATION FOR COURT ADM.
Address GEORGE J. BETO CRIMINAL JUSTICE CENTER
SAM HOUSTON STATE UNIVERSITY
HUNTSVILLE TX 77341-2296

Owner JESPINOZA

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	ANNUAL MEMBERSHIP FEES FOR JOEL ESPINOZA FOR TACA	75.0000	75.00

Total **75.00**

Account Number	Description	Account Balance	Amount
3-1100-412-00-002-001-0-810	93RD DC-DUES & MEMBERSHIPS	225.00	75.00

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, Joel C. Espinoza, do hereby state that membership in the Tx. Association for Court Administ. 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 Tx. Ass. for Ct. Adm. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Joel C. Espinoza DATE: May 6, 2013
TITLE: 93rd Dist. Ct. Coordinator

Before me Alexandria Alicia Peña, a Notary Public, appeared Joel C. Espinoza, 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) ALEXANDRIA ALICIA PENA
MY COMMISSION EXPIRES
December 19, 2015

Alexandria Alicia Peña
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.028
COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

AI-38526 **7. B.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Lydia Barrientes Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY COURT #3 (PROBATE)

Information

CAPTION

Probate Court:
Requesting approval to pay License Court Interpreter Fees to the Texas Department of Licensing and Regulation in the amount of $50.00 for Oscar DeLaCruz, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-023-001-0-xxx

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

BUDGETARY IMPACT:
Funds available through P.O. 691578.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/01/2013 09:37 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Angela Garcia Started On: 04/30/2013 04:31 PM

Final Approval Date: 05/10/2013

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, Oscar dela Cruz, do hereby state that membership in the TX Dept. of Licensing & Regulation 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 Tx. Dept of Licensing + Reg. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Oscar dela Cruz DATE: 4/25/13
TITLE: Bailiff / Interpreter

Before me Lydia Barrientes, a Notary Public, appeared Oscar dela Cruz and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) LYDIA BARRIENTES
MY COMMISSION EXPIRES
July 1, 2013

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

Requisition Entry/Approval - FOENT01B 09/20/12 10:00 AM

Requisition # 00235634 | Print Requisition | Date Entered 04-25-2013 | Account Year 13 | PO # | Item Total 50.00

(•) Enter ( ) Req's Only ( ) Approve ( ) Approve By Year | Requisition Status: Needs Approval by PURC | View | Acct Total 50.00

Order Header | Items | Accounts | Inquire | Approval

Estimates | Documents | GAT8

Vendor 268461 TEXAS DEPARTMENT LICENSING & REGULATIONS

Mailing Name: TEXAS DEPARTMENT OF LICENSING & REGULATI
Address: PO BOX 12157
City: AUSTIN
State: TX Zip: 78711-2157

Locations
Order 023 PROBATE COURT
Ship 023 PROBATE COURT

Requestor: LBARRIENTES | Phone: (956)318-2385
Owner: LBARRIENTES | Order Type:

Buyer Code | Freight Cost: .00 | Freight % | Discount % | Contract No | Date Cancel | Date Needed

Default Product Class | Update

Special Instructions

Internal | Edit | Header | Edit | Header Code: DN

PO | Footer | Edit | Footer Code: RH

DO NOT WRITE IN THE FEE AREA IMMEDIATELY BELOW			
FEE	RECEIPT NUMBER	PMT. AMOUNT	MONEY TYPE
Renewal Fee			
DO NOT WRITE IN THE FEE AREA IMMEDIATELY ABOVE			

Licensed Court Interpreter

Renewal

TEXAS DEPARTMENT OF
LICENSING AND REGULATION
P.O. Box 12157 - Austin, Texas 78711-2157
(800) 803-9202 - (512) 463-6599

OSCAR DE LA CRUZ
HIDALGO COUNTY PROBATE COURT
100 N CLOSNER BLVD FL 3
EDINBURG TX 78539-3523

TDLR IDNO: 10052955

License# 295

Your Court Interpreter license will expire on JUNE 07 2013. To renew this license you must return this completed renewal application with the appropriate fee as described below.

POSTMARK DATE	REQUIRED FEE
On or before JUNE 07 2013	$50.00
After JUNE 07 2013 but before SEPTEMBER 06 2013	$75.00
After SEPTEMBER 06 2013 but before DECEMBER 08 2014	$100.00

On or after DECEMBER 08 2014 you will not be able to renew this license and must file an original appli and meet all of the requirements for a new license (including examination) to regain your license.

Agency records reflect the information below. Please correct this information as appropriate.

BUSINESS LOCATION ADDRESS	MAILING ADDRESS
HIDALGO COUNTY PROBATE COURT 100 N CLOSNER BLVD FL 3 EDINBURG TX 78539-3523	HIDALGO COUNTY PROBATE COURT 100 N CLOSNER BLVD FL 3 EDINBURG TX 78539-3523
Daytime Telephone: (956) 318 - 2385	Email: oscardelacruz65@yahoo.com

Agency rules require that you provide the following information in conjunction with your renewal.

Have you been convicted of, or plead guilty or nolo contendere (no contest) to any misdemeanor or felony, other than a minor traffic violation that you have not previously reported to the Department? YES (NO) (circle one)

If you answered yes, provide copies of all indictments, informations, judgments, orders and charges, and a detailed explanation of the events.

8 HOURS OF CONTINUING EDUCATION IS REQUIRED TO RENEW THIS LICENSE.

BY SUBMITTING THIS APPLICATION YOU CERTIFY ALL INFORMATION SUBMITTED ON THIS AND ATTACHED FORMS IS TRUE AND ACCURATE.

NOTE: State law prohibits renewing a license more than once after a licensee has defaulted on a student loan guaranteed by the **Texas Guaranteed Student Loan Corporation (TGSLC)** unless the licensee has entered into a repayment agreement with TGSLC. YOU SHOULD CONTACT TGSLC BEFORE FILING THIS APPLICATION If you have defaulted on a student loan. The Texas Guaranteed Student Loan Corporation can be contacted at: **Texas Guaranteed Student Loan Corporation, P.O. Box 15996, Austin, Texas 78761-5996, Telephone: (800) 222-6297.**

THE AREA BELOW THIS LINE IS FOR DEPARTMENT USE ONLY

Integrity Translation
Certificate of Fulfillment

OSCAR DE LA CRUZ

This is to certify that the person named above has successfully fulfilled the required eight (8) hour course approved by the Texas Department of Licensing and Regulation for the purpose of license renewal as a court interpreter for the Texas State Courts in San Antonio, Texas on Friday, September 14, 2012.
*Credit units may apply to the following programs:

**Administrative Rules of Texas Department of Licensing and Regulation, 16 Texas Administrative Code, Chapter 80 - Eight (8) credit hours*

**TCLOESE - Occupations Code, Title 10, Occupations Related to Law Enforcement and Security, Chapter 1701 - Eight (8) credit hours*

**New Mexico Administrative Office of the Courts - CE Requirement for Certified Court Interpreters and Justice System Interpreters Four (4) credit units*

Johnnie L. Benningfield II

Richard P. Perales

The instructional program represented by this certificate was provided in accordance with the criteria and standards of the Texas Department of Licensing and Regulation for continuing education providers.
Provider Number: 1452 Course Number: 8742 Expires 5/21/2013

AI-38500 **7. C.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of membership renewal with NIGP The Instititute for Public Procurement in the amount of $ 950.00 purchase order number is 691485 renewal date is May 2013 thru May 2014.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available through purchase order #691485.

Attachments

NIGP

backup

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:51 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Nielda Cavazos Started On: 04/29/2013 11:51 AM

Final Approval Date: 05/10/2013

PLEASE DISREGARD THIS NOTICE IF PAYMENT HAS ALREADY BEEN MADE

NIGP
THE INSTITUTE
for PUBLIC PROCUREMENT

Invoice Received By: NC on 4/23/13
Goods/Services Received By: NC on 5/13-
1100-415-18-160-001-0-
Okay to pay mlw

P.O. 691485

MEMBERSHIP RENEWAL INVOICE

First Notice

BILL TO Agency PIN #: 30233

Mrs. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County
100 E. Cano
Administrative Building-5th Floor
Edinburg, TX 78539-4548

Invoice Date:	4/16/2013
NIGP Fed. ID #:	53-0196623
Membership Exp. Date	5/31/2013
Total Membership Fees Due	$950.00
Invoice #	116139

Membership Dues Rates

Base Agency Fee (includes first covered member)	**$180**
2 - 10 per-person fee	**$75**
11-20 per-person fee	**$70**
21-40 per-person fee	**$65**

Lewis E. Spangler

Professional Development Foundation Scholarship Program

As a 501(c)3 non-profit association, NIGP and the LES Foundation qualifies as a charitable organization, and as such, donations to NIGP and/or the Foundation are tax-deductible. NIGP's federal tax ID number is 53-0196623.

Simply Enclose Donation with Membership Payment **$20** **$30** **$100** **$500** **$1000** **$**

Membership Dues Amount: $950.00 Agency Phone: (956)318-2626 Invoice #: 116139

Agency Name: Hidalgo County Agency Pin: 30233

If paying by Credit Card please complete the following and Fax OR Mail to the address listed below.

Total Amount Paid: _____

Credit Card: _____ MC VI AmEx (Circle one) Expiration Date: __/__

CVV (3 digits on back of card) ___ Name on Card: _____

AmEx CVV (4 digits on front of card) ____ Signature _____

Billling Address Street _____

Billing Address City: _____ State: _____ Postal Code _____

Mail Check Payments WITH THIS INVOICE to:

NIGP / Accounting Department
151 Spring Street
Herndon, VA 20170-522
Phone: 1 (800) 367-6447 Fax: (703) 736-9644

Payments received by check will be electronically deposited. You may opt out of this program by paying with a money order or a travelers check.
In the unlikely event your check (payment) is returned unpaid we may elect to re-present your check (payment) up to two more times.

RECEIVED BY COUNTY AUDITOR APR 26 PM 2 25

NIGP
THE INSTITUTE
for PUBLIC PROCUREMENT

4/16/2013

Mrs. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County
100 E. Cano
Administrative Building-5th Floor
Edinburg, TX 78539-4548

As of 04/16/2013 our records indicate the following staff have membership privileges:

Total Number of Staff Receiving Membership Benefits: 12 **Membership Dues:** $950.00

Please note you are renewing the following persons for membership. Any changes additions, or corrections need to be made at this time. Please have individual members update missing profile/demographic information at the Members Only section of the NIGP website (www.nigp.org).

PLEASE VERIFY AND/OR PROVIDE E-MAIL ADDRESSES

Representative:

Check reason in box below if excluded from membership

PIN	*Name*	*Title*	*E-Mail*	*Retired*	*Left Agency*	*Not Covered*
16390	Mrs. Martha L. Salazar, CPPB	Purchasing Agent	martha.salazar@co.hidalgo.tx.us	☐	☐	☐

Staff Receiving NIGP Membership Benefits

Check reason in box below if excluded from membership

PIN	*Name*	*Title*	*E-Mail*	*Retired*	*Left Agency*	*Not Covered*
22777	Mrs. Darlene H. Betancourt, CPPB	Procurement Manager	darlene.betancourt@co.hidalgo.tx.us	☐	☐	☐
25134	Ms. Evangelina Y. Garcia	Contract's Manager	evangelina.garcia@co.hidalgo.tx.us	☐	☐	☐
82755	Ms. Maria Elena Gomez	P.O. Admin	elena.gomez@co.hidalgo.tx.us	☐	☐	☐
48093	Ms. Yvette Islas	Buyer	yvette.islas@co.hidalgo.tx.us	☐	☐	☐
82754	Ms. Sandra Montalvo	Buyer	sandra.montalvo@co.hidalgo.tx.us	☐	☐	☐
22776	Ms. Leticia H. Saenz, CPPB	Buyer II	leticia.saenz@co.hidalgo.tx.us	☐	☐	☐
22940	Mr. Moises Salazar	Buyer	moises_salazar@yahoo.com	☐	☐	☐
106407	Ms. Sandra Suarez		sandy.suarez@co.hidalgo.tx.us	☐	☐	☐
25135	Mrs. Yolanda Velasquez	Buyer	yolanda.velasquez@co.hidalgo.tx.us	☐	☐	☐

Staff Receiving NIGP Membership Benefits

Check reason in box below if excluded from membership

PIN	*Name*	*Title*	*E-Mail*	*Retired*	*Left Agency*	*Not Covered*
53438	Ms. Gricelda Villarreal	Supp	cris.villarreal@co.hidalgo.tx.us	☐	☐	☐
63407	Mrs. Rocio Villarreal	Supp	rocio.villarreal@co.hidalgo.tx.us	☐	☐	☐

For additions and replacements, please provide name, title, email, and circle the correct demographic information below.

Name: _____ Title: _____ Email: _____

Annual Salary: $25K or under; 25K-35K; 35K-45K; 45K-55K; 55K-65K; 65K-75K; 76+
Education: Doctorate; Master's; Bachelor's; Associate; Other _____ Gender: Female Male
Certification(s) held: CPPO; CPPB; Other_____
Years in profession: 1-3; 4-6; 7-10; 11-15; 15 or more Birth Date: _____
Ethnicity: White; Black; Hispanic/Latino; Asian/Pacific Islander; Native American; Other

Name: _____ Title: _____ Email: _____

Annual Salary: $25K or under; 25K-35K; 35K-45K; 45K-55K; 55K-65K; 65K-75K; 76+
Education: Doctorate; Master's; Bachelor's; Associate; Other _____ Gender: Female Male
Certification(s) held: CPPO; CPPB; Other_____
Years in profession: 1-3; 4-6; 7-10; 11-15; 15 or more Birth Date: _____
Ethnicity: White; Black; Hispanic/Latino; Asian/Pacific Islander; Native American; Other

Name: _____ Title: _____ Email: _____

Annual Salary: $25K or under; 25K-35K; 35K-45K; 45K-55K; 55K-65K; 65K-75K; 76+
Education: Doctorate; Master's; Bachelor's; Associate; Other _____ Gender: Female Male
Certification(s) held: CPPO; CPPB; Other_____
Years in profession: 1-3; 4-6; 7-10; 11-15; 15 or more Birth Date: _____
Ethnicity: White; Black; Hispanic/Latino; Asian/Pacific Islander; Native American; Other

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Annual Salary: $25K or under; 25K-35K; 35K-45K; 45K-55K; 55K-65K; 65K-75K; 76+
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Name: _____ Title: _____ Email: _____

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Years in profession: 1-3; 4-6; 7-10; 11-15; 15 or more Birth Date: _____
Ethnicity: White; Black; Hispanic/Latino; Asian/Pacific Islander; Native American; Other

Name: _____ Title: _____ Email: _____

Annual Salary: $25K or under; 25K-35K; 35K-45K; 45K-55K; 55K-65K; 65K-75K; 76+
Education: Doctorate; Master's; Bachelor's; Associate; Other _____ Gender: Female Male
Certification(s) held: CPPO; CPPB; Other_____
Years in profession: 1-3; 4-6; 7-10; 11-15; 15 or more Birth Date: _____
Ethnicity: White; Black; Hispanic/Latino; Asian/Pacific Islander; Native American; Other

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, Rocio Villarreal, do hereby state that membership in the (NIGP) The Institute for Public Proc. 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 NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/1/2013
TITLE: Contract Manager

Before me Nielda Cavazos, a Notary Public, appeared Rocio Villarreal 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) NOTARY PUBLIC STATE OF TEXAS — NIELDA CAVAZOS My Commission Expires September 13, 2016

_____
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

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, Sandra Montalvo, do hereby state that membership in the (NIGP) The Institute for Public Proc; 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:
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  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Sandra Montalvo DATE: 5/1/2013
TITLE: Buyer

Before me Nielda Cavazos a Notary Public, appeared Sandra Montalvo 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) NOTARY PUBLIC STATE OF TEXAS — NIELDA CAVAZOS My Commission Expires September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.028

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

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, Leticia Saenz, do hereby state that membership in the (NIGP) The Institute for Public Proc, 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:
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  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Leticia H. Saenz **DATE:** 5/1/2013
TITLE: Contracts Manager

Before me Nielda Cavazos, a Notary Public, appeared Leticia Saenz, 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.

NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
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

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, Darlene H. Betancourt, do hereby state that membership in the (NIGP) The Institute for Public Proc; 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.
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  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/1/2013
TITLE: Procurement Manager

Before me Nielda Cavazos, a Notary Public, appeared Darlene Betancourt 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 NIELDA CAVAZOS
My Commission Expires
September 13, 2016

_____
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

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, Martha L. Salazar, do hereby state that membership in the (NIGP) The Institute for Public Proc, 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:
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  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Martha L Salazar DATE: 5/1/2013
TITLE: Purchasing Agent

Before me Nielda Cavazos, a Notary Public, appeared Martha L Salazar 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.

NIELDA CAVAZOS
My Commission Expires
September 13, 2016

SEAL

Nielda Cavazos
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

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, Maria Elena Gomez, do hereby state that membership in the (NIGP) The Institute for Public Proc; 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
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  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/1/2013
TITLE: Buyer

Before me Nielda Cavazos, a Notary Public, appeared Maria Elena Gomez 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) NIELDA CAVAZOS
My Commission Expires
September 13, 2016

_____
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

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, Gricelda Ayala, do hereby state that membership in the (NIGP) The Institute for Public Proc; 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
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  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Gricelda Ayala DATE: 5/1/2013
TITLE: Buyer

Before me Nielda Cavazos a Notary Public, appeared Gricelda Ayala, 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) NOTARY PUBLIC STATE OF TEXAS — NIELDA CAVAZOS My Commission Expires September 13, 2016

Nielda Cavazos
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

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, Yolanda Velasquez, do hereby state that membership in the (NIGP) The Institute for Public Proc.; 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 NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Yolanda Velasquez DATE: 5/1/2013
TITLE: Buyer

Before me Nielda Cavazos a Notary Public, appeared Yolanda Velasquez 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) NIELDA CAVAZOS My Commission Expires September 13, 2016

Nielda Cavazos
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

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, Evangelina Garcia, do hereby state that membership in the (NIGP) The Institute for Public Proc. 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:
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  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Evangelina Garcia
TITLE: Contract Manager

DATE: 5/1/2013

Before me Nielda Cavazos a Notary Public, appeared Evangelina Garcia 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)

NOTARY PUBLIC
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
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

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, Yvette Salinas, do hereby state that membership in the (NIGP) The Institute for Public Proc; 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 NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/1/2013
TITLE: Buyer

Before me Nielda Cavazos, a Notary Public, appeared Yvette Salinas, 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)

NIELDA CAVAZOS
My Commission Expires
September 13, 2016

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.028

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

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, Sandra Suarez, do hereby state that membership in the (NIGP) The Institute for Public Proc., 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 NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Sandra Suarez
TITLE: Buyer

DATE: 5/1/2013

Before me Nielda Cavazos, a Notary Public, appeared Sandra Suarez, 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)

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
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

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, Moises Salazar, do hereby state that membership in the (NIGP) The Institute for Public Proc. 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 NIGP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/1/2013
TITLE: Buyer

Before me Nielda Cavazos a Notary Public, appeared Moises Salazar 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) NOTARY PUBLIC
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

_____
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-38524 **8. A.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Irene Montoya Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of two (2) applicants in the City of Granjeno and one (1) applicant in the City of San Juan under the Owner-Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the Owner-Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Pedro Robledo Deferred Loan – Elderly Reconstruction	G #30-07-02	Granjeno Precinct #3	CDBG 2007& 2012	The (N ½) of a tract of land containing (0.60) of (1) acre out of Porcion 58, 59 and 60, lying between Granjeno Banco #44 and Northerly branch of the Military Road, in Hidalgo County Texas.
Maria O. Rendon Deferred Loan – Elderly Rehab	G#30-07-03	GranjenoPrecinct # 3	CDBG 2007 & 2012	The West 82 Ft of a tract or parcel of land out of the Nic Bocanegra Survey of lands in Porcion 58 and 59, in Hidalgo County Texas.
Rosa T. PerezDeferred Loan - ElderlyReconstruction	SJ#75-11-02	San Juan Precinct #2	CDBG 2008,2009 & 2010	The South 45 ft of Lot 6, Blk 9, Townsite of San Juan, Hidalgo County Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the CDBG 2007/ 2012 (Granjeno) and 2008, 2009 & 2010 (San Juan) Budget. The

Urban County Program staff recommends approval of applicant's.

Attachments

Rendon Robles

Perez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/01/2013 09:32 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM
Form Started By: Mary Flores		Started On: 04/30/2013 04:17 PM

Final Approval Date: 05/10/2013

Housing Rehab Program

ENTITY: City of Granjeno

PROJECT: Approval for Assistance under the Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: CDBG 2007 & 2012

SYNOPSIS:

The case is being submitted for applicant approval by the County Commissioner's Court. The applicant has been referred by the Precinct #3, and has met all of the program requirements for assistance under the Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project.

Maria O. Rendon
G #30-07-03

Family of two (2)
Applicant's age is 81 and son age is 63

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 28,524.00
HUD Income Limits (family of 2):	$ 32,350.00

Existing Dwelling: 3 bedrooms frame home, built in 1950.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Granjeno

PROJECT: Approval for Assistance under the Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: CDBG 2007 & 2012

SYNOPSIS:

The case is being submitted for applicant approval by the County Commissioner's Court. The applicant has been referred by the Precinct #3, and has met all of the program requirements for assistance under the Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project.

Pedro Robledo
G #30-07-02

Family of one (1)
Applicant's age is 90

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 20,127.84
HUD Income Limits (family of 1):	$ 28,300.00

Existing Dwelling: 3 bedrooms frame home, built in 1969.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of San Juan

PROJECT: Approval for Assistance under the Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: CDBG 2008, 2009 2010

SYNOPSIS:

The case is being submitted for applicant approval by the County Commissioner's Court. The applicant has been referred by the Precinct #2, and has met all of the program requirements for assistance under the Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project.

Rosa T. Perez
SJ#75-11-02

Family of one (1)
Applicant's age is 66

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 22,585.68
HUD Income Limits (family of 1):	$ 28,300.00

Existing Dwelling: 2 bedrooms frame home, built in 1973.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

AI-38707 **District Attorney 9. A.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney:
Approval to reimburse Mr. Rene Guerra for meals in the amount of $90.00. Mr. Guerra attended the Regional BPU meeting that took place at Rancho Viejo on April 10-12, 2013. He commuted daily to the meeting.

BACKGROUND

Mr. Guerra was commuting daily from his residence to Rancho Viejo. The current county travel policy doesn't allow for meal reibmursement if the individual didn't say the night.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1281-412-00-080-012-2-xxx

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

BUDGETARY IMPACT:

Funds available through P.O. 691082.

Attachments

DAtravel
Regional BPU Meeting
po 691082

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/10/2013 01:26 PM
Purchasing Department	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Roy Cazares Started On: 05/10/2013 08:48 AM

Final Approval Date: 05/10/2013

PO 691082

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME: RENE GUERRA | DEPARTMENT: District Attorney

TRAVEL TO CITY: RANCHO VIEJO | STATE: TX

DEPARTURE DATE: 4/10/2013 | RETURN DATE: 4/12/2013

TIME OF DEPARTURE: 11:00 AM | TIME OF RETURN: 12:00 PM

PURPOSE OF TRIP: BPU REGION 3 MEETING

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2013						
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
	4/10	4/11	4/12	4/13	4/14	4/15	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:	18,321	Ending Mileage:	18,535	TOTAL MILEAGE: 214 (211.24)	(MILEAGE RATE) 0.565	119.35 / 120.91
Hotel (Excluding Meals)	(91.16	91.16	pd for Dale Booth Hotel)				182.32
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)	NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.						
Type of Travel (In State =1 /Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2	2	2	2				
Breakfast ($9 per diem)		9.00	9.00				
Lunch ($12 per diem)	12.00	12.00	12.00				
Dinner ($18 per diem)	18.00	18.00					
Total Actual Meal Expense	30.00	39.00	21.00	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	30.00	39.00	21.00				90.00
Other (Please explain below):							-

Explanation Notes:

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

RECEIVED BY COUNTY AUDITOR 2013 APR 23 PM

TOTAL FROM T-4 CONTINUATION FORM	301.67
TOTAL ALLOWABLE EXPENDITURES	$ 393.23
AMOUNTS ADVANCED TO EMPLOYEE ON	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	301.67
REMIT TO ME 56	$ 393.23
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

EMPLOYEE SIGNATURE — DATE

APPROVED BY: FOR RENE GUERRA — DIVISION DIRECTOR/SUPERVISOR — DATE: 4/18/2013

APPROVED FOR PAYMENT BY: FOR RENE GUERRA — DEPARTMENT HEAD

3-1281-412-00-080-012-2-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/13)

Note: This report is due no later than 20 calendar days of return from travel.

Jaime Esparza
Border Prosecution Unit
Project Director
DAEsparza@epcounty.com

500 E. San Antonio, Suite 203
El Paso, Texas 79901
Tel: (915) 546-2059
Fax: (915) 533-5520

BORDER PROSECUTION UNIT

BORDER PROSECUTION UNIT, DEPARTMENT OF PUBLIC SAFETY, AND LOCAL LAW ENFORCEMENT PARTNERSHIP

REGIONAL MEETING AGENDA

Rancho Viejo Resort
Rancho Viejo, Texas
April 10-12 2013

CLE Course No. 901262827, approved for 6.5 hours
TCLEOSE has been approved

Wednesday, April 10

2:00 p.m. Work Session (**For BPU prosecutors and regional Counsels only**) **Las Palmas above the restaurant**

3:00 p.m. ***(For BPU and DPS Personnel Only)*** ***Las Palmas above the restaurant***

Update on current investigations, resource needs/priorities; threat assessments, utilization of BPU legal assistance.

5:00 p.m. Meet & Greet (All attendees) **La Jacaranda above the restaurant**

Thursday, April 11

7:00 a.m. Breakfast **Convention Center – Saltillo Room**

8:30 a.m. Welcome, Introductions and Announcements

9:00 a.m. State and Local Partnerships

Border Prosecution Unit
Content: Background on BPU organization and structure; cooperative relationships with law enforcement partners; report on current activities within each jurisdiction.

Department of Public Safety
- Regional Commander
- Criminal Investigations Division
- Texas Rangers
- Texas Highway Patrol

Content: Interactive discussion regarding DPS resources, specific threat assessments and current state law enforcement priorities.

Local Law Enforcement Agencies

Content: Cooperative efforts, resource needs, training priorities and inter-departmental information sharing.

9:45 a.m. Break

10:00 a.m. Border Prosecution Courtroom Testimony
Investigative Interviewing - From Initial Contact to Courtroom Presentation

Course Synopsis: In many instances, the most critical time in the development of a criminal case occurs during a roadway stop. The skills necessary

to elicit information, or the steps to transforming that information into evidence admissible in court, aren't usually taught in basic law enforcement or attorney training. This course bridges that gap. Law enforcement personnel will be provided with the tools necessary to build a case using the most productive investigative interviewing techniques. Prosecutors will learn how to avoid pitfalls in the use of testimonial evidence and be better prepared to present evidence arising from interdiction stops. Some of the key topics to be covered include:

- *Elements of a legal traffic stop*
- *4th & 5th Amendment considerations*
- *Methods for detecting non-verbal and verbal deception*
- *Rapport building techniques essential to successful investigative outcomes*
- *Evaluating integrity and veracity of investigative information*
- *Confidence building techniques essential to eliciting useful information*
- *Targeting intelligence needs through observation techniques*
- *Best practices in trial presentation of testimonial evidence and use of physical evidence obtained during interdictions.*

Course Director: The Course Director is **Michael Bryant,** a former supervisory agent with the U.S. Department of Justice, where he worked primarily areas of interviewing and interrogation. A certified polygraph operator, Mr. Bryant also was responsible for supervising a team of polygraph examiners. Mr. Bryant is recognized as an expert in human behavior and detecting deception, and was instrumental in the design, development and implementation of his agency's interviewing program.

Adjunct Faculty: Mark Kimball & D. Randolph (Rand) Booth, Jr. Regional Counsels, Regionals 2 & 3 respectively

Course Presentation Approach: Mr. Bryant will take the lead in introducing the various course topics, using a very interactive approach with attendees. Through the use of numerous video clips and other instructional aids, Mr. Bryant has developed a "one-of-its-kind" packaging of instructional materials and real-life scenarios to make this course highly participatory. The Adjunct Faculty, composed of experienced prosecutors, will be available to provide the relevant statutory and constitutional law references and requirements implicated in testimonial and search and seizure contexts, and will also discuss the proper predicates to admissibility and other evidentiary concerns at trial.

12:00 noon — Lunch **Convention Center**

1:00 p.m. — Border Prosecution Courtroom Testimony Investigative Interviewing - From Initial Contact to Courtroom Presentation

3:00 p.m. — Break

3:15 p.m. — Border Prosecution Courtroom Testimony Investigative Interviewing - From Initial Contact to Courtroom Presentation

5:00 p.m. — Adjourn for Hospitality Hour **La Plaza and La Jacaranda above the restaurant**

Friday, April 12

7:00 a.m. — Breakfast **Convention Center**

8:00 a.m.	BPU Business Meeting (***BPU Personnel Only***) **Convention Center - Sevilla Room**
8:30 a.m.	Border Prosecution Courtroom Testimony Investigative Interviewing - From Initial Contact to Courtroom Presentation
10:15 a.m.	Break
11:45 a.m.	Border Prosecution Courtroom Testimony Investigative Interviewing - From Initial Contact to Courtroom Presentation – Course Wrap-up, Question/Answer session, final remarks.
12:00 noon	Final Adjournment

Purchase Order Inquiry - FUINQ01A 12/29/10 10:00 am

PO Number 591082
PO Date 04-16-2013
Requisition No 00234978
Owner RSEGOVIA
PO Type

Vendor No 30368
Vendor Name GUERRA, RENE A.
Address C/O D.A.'S OFFICE
'

PO Total **297.91**
Payment Total

Detail | Header | Payment Info | Journals

Line No	Ordered	Quantity Received	Canceled	Description	Unit Price	Amount
1	214			(2) ROUNDTRIP MILEAGE REIMBURSEMENT FROM 100 N CLOSNER	.565	120.91
2	2			MEAL EXPENSES	39.000	78.00
3	1			1 SINGLE OCCUPANCY ROOM- RATE $99	99.000	99.00

Total **297.91**

Account Number	Description	Amount	Amount Liq
3-1281-412-00-080-012-2-583	CJD-BPU-TRAVEL OUT OF COUNTY	297.91	.00

AI-38735 **9. B.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #113387

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Monica Badillo Started On: 05/10/2013

Final Approval Date: 05/10/2013

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Name [redacted] #113387

Address 45 [redacted] /

Social Security N [redacted] **D** [redacted] -2506 ext.4909

SECTION I – Ha [redacted]

I understand that thi [redacted] t that the amount of the withdrawal is n [redacted] I have obtained all distributions, other t [redacted] urrently available to me under the Plan, [redacted] s withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested $ Full amount Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

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

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

PARTICIPANT SIGNATURE X James Hodge Date 05-10-13

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

AI-38630 **10. A.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured (2202)
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of April 16-30, 2013 in the amount of $40,611.30 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Organization

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/07/2013 04:14 PM
Olga Garza	Olga Garza	05/09/2013 04:31 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Flora Vazquez Started On: 05/07/2013 09:12 AM

Final Approval Date: 05/10/2013

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

May 1, 2013

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 91482

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 4/16-4/30/13 (Check#513617-513779) are in accordance with out contract with Hidalgo County Exhibit A, dated July 1st	40,611.30
TOTAL CURRENT CHARGES	$ 40,611.30
Previous Balance Due	$ 80,864.15

Payments and Credits

04/22/13	Payment received - thank you	26,247.16CR
	Total Payments and Credits	$ 26,247.16CR
	Total Balance Due	$ 95,228.29

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 4/16-4/30/13

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	68				4,516.90
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	252				36,094.40
					Grand Total:	320				40,611.30

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: April 16-30, 2013 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 40,611.30 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 04/16-30/2013

(Check# 513617-513779)

1). Hidalgo County	$ 36,094.40	
2). Hidalgo County Headstart Program	$ 4,516.90	
3). Community Service Agency		
4). Drainage District #1	$ -	$ 40,611.30

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of May 14, 2013 .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank
(estimate) $ 109,388.70

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Flora Vargas — 05/07/2013
Employee Benefits Director — Date

[signature] — 05/07/2013
Budget Officer — Date

Commissioner's Court Approval — Date

APPROVED BY
COMMISSIONERS' COURT
ON: _____

AI-38333 **10. B.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $963,223.73 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 04/13/13 to 04/26/13.

04/13-19/13	$370,428.26
04/20-26/13	$592,795.47
TOTAL	$963,223.73

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 4/13-19/13

BCBS 4/20-26/13

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/08/2013 02:39 PM
Olga Garza	Olga Garza	05/09/2013 11:27 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Angelica M. Tapia Started On: 04/19/2013

Final Approval Date: 05/10/2013

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **04/13/2013 to 04/19/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	265,646.67
0002-0012	HEAD START	$	58,615.99
0003-0013	APPRAISAL DISTRICT	$	10,364.47
0004-0014	COMMUNITY SERVICE AGENCY	$	1,182.76
0005-0015	DRAINAGE DISTRICT NO.1	$	18,870.30
0006-0016	RETIREES	$	12,088.13
9001-9002	COBRA	$	3,659.94
	STOP LOSS	$	-
	TOTAL	$	370,428.26

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **04/20/2013 to 04/26/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	361,460.09
0002-0012	HEAD START	$	197,383.15
0003-0013	APPRAISAL DISTRICT	$	6,723.01
0004-0014	COMMUNITY SERVICE AGENCY	$	1,572.24
0005-0015	DRAINAGE DISTRICT NO.1	$	8,030.83
0006-0016	RETIREES	$	17,022.53
9001-9002	COBRA	$	603.62
	STOP LOSS	$	-
	TOTAL	$	592,795.47

BlueCross BlueShield of Texas

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 04/13/2013 - 04/19/2013 Process Date: 04/19/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 04/13/2013 - 04/19/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$855,158.40	$265,646.67	$52,139.17	$0.00	$213,507.50	2,739
TX433	01	002	HEAD START	$152,524.02	$58,615.99	$14,130.04	$0.00	$44,485.95	609
TX433	01	003	APPRAISAL DISTRICT	$41,912.26	$10,364.47	$2,326.42	$0.00	$8,038.05	113
TX433	01	004	COMMUNITY SERVICE	$7,509.71	$1,182.76	$569.12	$0.00	$613.64	23
TX433	01	005	DRAINAGE DISTRICT	$59,518.08	$18,870.30	$3,093.12	$0.00	$15,777.18	138
TX433	01	006	RETIREES	$30,501.63	$12,088.13	$1,898.31	$0.00	$10,189.82	82
TX433	01	007	COBRA	$6,427.33	$3,659.94	$1,391.91	$0.00	$2,268.03	48
			STOPLOSS	($112.48)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,153,551.43	$370,428.26	$75,548.09	$0.00	$294,880.17	3,752
			STOPLOSS Total	($112.48)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,153,438.95	$370,428.26	$75,548.09	$0.00	$294,880.17	3,752

BlueCross BlueShield of Texas

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 04/20/2013 - 04/26/2013 Process Date: 04/26/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 04/20/2013 - 04/26/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$1,216,618.49	$361,460.09	$63,341.04	$0.00	$298,119.05	2,617
TX433	01	002	HEAD START	$349,907.17	$197,383.15	$8,259.23	$0.00	$189,123.92	631
TX433	01	003	APPRAISAL DISTRICT	$48,635.27	$6,723.01	$220.75	$0.00	$6,502.26	97
TX433	01	004	COMMUNITY SERVICE	$9,081.95	$1,572.24	($37.49)	$0.00	$1,609.73	40
TX433	01	005	DRAINAGE DISTRICT	$67,548.91	$8,030.83	$1,679.56	$0.00	$6,351.27	89
TX433	01	006	RETIREES	$47,524.16	$17,022.53	$9,286.36	$0.00	$7,736.17	72
TX433	01	007	COBRA	$7,030.95	$603.62	$96.38	$0.00	$507.24	4
			STOPLOSS	($112.48)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,746,346.90	$592,795.47	$82,845.83	$0.00	$509,949.64	3,550
			STOPLOSS Total	($112.48)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,746,234.42	$592,795.47	$82,845.83	$0.00	$509,949.64	3,550

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **April 13, 2013 thru April 26, 2013**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$963,223.73**.

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Appraisal District
4). Hidalgo County Community Service Agency
5). Hidalgo County Drainage District No.1
6). Hidalgo County Retirees
7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 04/13/2013 to 04/26/2013 is $963,223.73.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of May 14, 2013.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Elva Vazquez — Employee Benefits Director — Date: 5/07/13

Dept. of Budget & Management Budget Officer — Date: 05/08/2013

Commissioner's Court Approval — Date

AI-38668 **11. A.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval for payment to project engineer, L&G Consulting Engineers, Inc., Contract #C-08-417-12-09, Invoice #11324424 for the FM 493 South Project in the amount of $10,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-121-053-0-841

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

BUDGETARY IMPACT:

Available funds as of 10/10/13 (PO#644483).

Attachments

INV# 11324424

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/09/2013 04:46 PM
Budget & Management	Angela Garcia	05/10/2013 08:21 AM
Olga Garza	Olga Garza	05/10/2013 11:26 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Katia Garcia Started On: 05/08/2013 04:00 PM

Final Approval Date: 05/10/2013

L&G Engineering
Transportation Consultants

May 1, 2013

Hon. A. C. Cuellar
Hidalgo County Commissioner, Pct. #1
Attn: Olga Garza
1902 Joe Stevens
Weslaco, TX 78596

RE: FM 493 South, Work Authorization No. 2
C08-417-12-09, PO# 644483, L&G Job#090202

Dear Commissioner Cuellar:

Attached for your approval is our invoice for services rendered for the month of April 2013. ROW Map for 105 Parcels with J.E.S. on original contract was completed at 65% and Design Surveys at 95% and his contract was terminated. The following is attached:

- L & G's Invoice of Sub-consultant work.
- Sub-consultant Invoice **THIS INVOICE IS ONLY FOR SUBCONTRACTOR WORK OF:**
  - **SAM ENGINEERING & SURVEYING, INC.**
- Exhibit C "Project Schedule"

Original Contract

TASK		% COMPL
FC 13001 – RIGHT-OF-WAY MAP		
L&G has reviewed the final map and provided final comments to the surveyors. This task is not complete.	L&G	100%
FC 13010 – RIGHT-OF-WAY MAP/SUB		
This task has been closed out and the amount reduced originally contracted to J.E. Saenz. J.E. Saenz and Associates completed 65% of the total contracted work and his contract was terminated.	J.E.S.	100%
FC 15010 – DESIGN SURVEYS/SUB		
This task has been closed out and the amount reduced originally contracted to J.E. Saenz. J.E. Saenz and Associates completed 95% of the total contracted work and his contract was terminated.	J.E.S.	100%

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Supplemental #1

TASK		% COMPL
FC 13004 – RIGHT-OF-WAY MAP MANAGEMENT		
L&G has reviewed the map and provided comments and is awaiting final submittal. G&M has submitted a revised ROW map and L&G has provided G&M a final review.	L&G	100%
FC 13020 – RIGHT-OF-WAY MAP/SUB		
G&M has provided a final ROW map with filed notes & parcel sketches for review. L&G has finalized the review of their map and have provided final comments. Final map has been submitted to TxDOT for approval.	G&M	100%
FC 15010 – DESIGN SURVEYS/SUB		
G&M has placed pins in all of the property corners within the take as per TxDOT guidelines and has placed all BM's in the field and provided the survey control sheets for review. L&G has finalized the review of the survey control sheets and have submitted then to TxDOT. This task is complete.	G&M	100%
FC 09010 – PHOTOS&MISC/SUB		
This task is complete.	G&M	100%
FC 13041 – 60% RIGHT-OF-WAY (BLUE LINE)		
This task has been completed and submitted to Guzman & Munoz for his finalization of the ROW Map.	L&G	100%

J.E. Saenz & Associates (J.E.S) replaced with SAM Engineering and Surveying, Inc. (SAMES) to complete 105 Parcel ROW Map

FC 13011 – RIGHT-OF-WAY MAP/SUB		
J.E. Saenz and Associates completed 65% of the 105 Parcel ROW Map and SAM Engineering are completing the remaining 35% of the 105 Parcels as approved by Commissioners Court meeting on May 1st, 2012 (See attached). SAMES has finalized the ROW map and it has been submitted to TxDOT ROW Division for approval.	SAMES	92.7%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Robert Macheska, P.E.
Project Manager

L &G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11324424
INVOICE DATE: 4/30/2013

BILL TO:34
Hidalgo County Pct#1
902 Joe Stephens
Weslaco, TX 78596

JOB:090202
FM 493 South WA#2
PO#644483
C08-417-12-09

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2013.						
Note:ROW Map for 105 Parcels with J.E. Saenz & Associates (105 Parcels for 65% to be completed) and Design Surveys (95% to be complete).						
13003-ROW Map	25,745.50	25,745.50		25,745.50	100.0	
13030-ROW Map/Sub ($367,500 x 65%)	238,875.00	238,875.00		238,875.00	100.0	
15010-Design Srv/Sub ($58,420 x 95%)	55,500.00	55,500.00		55,500.00	100.0	
TOTALS:	320,120.50	320,120.50	0.00	320,120.50		0.00
Note:Supplemental#1 for additional 25 Parcels to ROW Map with Guzman & Munoz (For 100% to be complete)						
13004-ROW Map Mgmt	15,014.00	15,014.00		15,014.00	100.0	
13020-ROW Map/Sub	40,492.88	40,492.88		40,492.88	100.0	
15010-Design Survey/Sub	13,257.12	13,257.12		13,257.12	100.0	
09010-Photo & Misc/Sub	8,750.00	8,750.00		8,750.00	100.0	
13041-60% ROW Map (Blue Line)	37,500.00	37,500.00		37,500.00	100.0	
TOTALS:	115,014.00	115,014.00	0.00	115,014.00		0.00
Note: ROW Map for 105 Parcels with SAM Engineering & Surveying, Inc for 35% to complete ROW Map.						
15010-Design Survey/Sub	131,545.00	112,000.00	10,000.00	122,000.00	92.7	9,545.00
TOTALS:	131,545.00	112,000.00	10,000.00	122,000.00		9,545.00
GRAND TOTALS:	566,679.50	547,134.50	10,000.00	557,134.50	98.3	9,545.00

INVOICE RECEIVED BY
Katia Garcia on 5/2/13
GOODS/SERVICES RECEIVED BY:
Raul Lerma on April 2013

3-1342-431-00121-053-0841
FM493 (US281 - BUS83)
PO# 644483

ORIGINAL CONTRACT SUM	$	451,665.50
CHANGE BY CHANGE ORDER	$	115,014.00
CONTRACT SUM TO DATE	$	566,679.50
TOTAL COMPLETED TO DATE	$	557,134.50
LESS PREVIOUS INVOICES	$	547,134.50
CURRENT PAYMENT DUE	$	10,000.00

PROJECT MANAGER' SIGNATURE

SAMES, INC.
200 S. Cage Blvd.
Pharr, TX 78577
Office (956) 702-8880 - Fax (956) 702-8883

SAMES
S.A.M. ENGINEERING & SURVEYING INC.
Reg. No. F-10602

Invoice

Bill To
L & G Engineering Transportation Consultants 2100 W. Expressway 83 Mercedes, Texas 78570

Date	3/25/2013
Invoice #	13-081-8
Job #	SUR 12.078
Terms	Due on receipt

Project Description	Rate	Amount
SUR : FM 493 Right Of Way Mapping & Surveying Inv#6 (A) Research $13,645.00 (B) Control Work $16,645.00 (C)Right Of Way $30,400.00 (D)Parcels Plats $31,475.00 (E)Topography $21,900.00 (F)QA/QC $17,475.00 Total Contract $ 131,545.00 Paid Up To Date $ 88,00.00 Outstanding Bal. $ 24,000.00 Balance $ 19,545.00	10,000.00	10,000.00

APPROVED
By Robert at 10:41 am, Apr 24, 2013

543
090202
13031

THANK YOU FOR YOUR BUSINESS
AND
THE OPPORTUNITY TO SERVE YOU!

Subtotal	$10,000.00
Sales Tax (8.25%)	$0.00
Total	**$10,000.00**

AI-38617 **11. B.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct. #2 Rd Maint (1200):
Approval of 2013 interdepartmental transfer from Rd Maint., program no. 006, to McColl Offsite Drainage-Thomas Rd Project, program no. 047 in the total amount of $2,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:

Funding available as of 5-8-13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/06/2013 12:46 PM
Budget & Management	Angela Garcia	05/07/2013 04:13 PM
Manuel Chapa	Manuel Chapa	05/08/2013 09:15 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Marcie Jackson Started On: 05/06/2013 10:44 AM

Final Approval Date: 05/10/2013

DATE: May 6, 2013

DEPARTMENT HEAD: RAUL SILGUERO

2013
Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Precinct No.2

AI-38617 05/14/13

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:		
3-1200-431-00-122-047-0- 711	**PCT2 MCCOLL OFFSITE DRNG-THOMAS RD**	ROW

TOTAL BUDGET INCREASE (DECREASE)

REASON: Transfer is needed for anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

AMOUNT
(2,000.00)
2,000.00
-

ATTEST, COUNTY CLERK

AI-38664 **11. C.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of request for payment of the following invoice with TEDSI Infrastructure Group under the following contracts with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed:

1. Invoice #20131496 in the amount of $50,527.38 amid Work Authorization # 2- Contract #C-08-226-09-30

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1315-126-X0-000-00X-0-000

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

BUDGETARY IMPACT:

3-1315-126-20-000-009-0-000 $40,421.90
3-1315-126-30-000-007-0-000 $10,105.48

Reference PO#686726

Attachments

INVOICE#20131496

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/09/2013 11:06 AM
Budget & Management	Angela Garcia	05/09/2013 11:33 AM
Manuel Chapa	Manuel Chapa	05/10/2013 04:48 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Katia Garcia Started On: 05/08/2013 02:35 PM

Final Approval Date: 05/10/2013

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Commissioner A. C. Cuellar
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: March 26, 2013
TEDSI Invoice No.: 20131496
TEDSI Project No.: 2008-1020-02
Invoice Period: February 1 to February 28, 2013

MILE 2 WEST
US-83 to 0.44 miles north of US-83

Contract No. C-08-226-09-30
PO#: 686726

Work Authorization No. 2

Contract Amount	Contract Amount Remaining
$148,818.45	$0.00

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$126,318.45	40%	100%	$50,527.38	$ 126,318.45
Surveying (SUR)	$22,500.00	0%	100%	$0.00	$ 22,500.00
Subtotal	$148,818.45			$50,527.38	$ 148,818.45

3-1315-126-20-000-009-0-000 $40,421.90
3-1315-126-30-000-007-0-000 $ 10,105.48

RECEIVED
APR 11 2013
HIDALGO COUNTY
COMMISSIONER PCT # 1

TOTAL FEE EARNED:	$	148,818.45
LESS PREVIOUSLY INVOICED:	$	98,291.07
TOTAL AMOUNT DUE THIS INVOICE:	$	**50,527.38**

Craig F. Stong, P.E.
Project Manager

DEPARTMENT : HIDALGO COUNTY PRECINCT #1

DATE: 1-May-2013 **ATTN: LUPITA** **FROM: KATIA**

VENDOR NAME	AMOUNT	INV#	DATE	DEPT.	O/C	PO #	OTHER	AUDITOR'S COMMENTS
TEDSI INFRASTRUCTURE GROUP	50,527.38	20131496	3/26/13	3-1315-126-20-000-009-0-	000	N/A		
TEDSI INFRASTRUCTURE GROUP	50,527.38	20131496	3/26/13	3-1315-126-30-000-007-0-	000	N/A		

AI-38598 **11. D.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of the following with REIM Construction, Inc. contracted vendor for Minnesota Road West of "I" Road Project Pct. No. 2 as submitted through project engineer Hidalgo County Planning Department (C-12-273-12-28): a. Application for payment No. 1 in the amount of $68,599.30; b. Application for payment No. 2 in the amount of $39,325.76 c. Change Order No.1 final quantities adjustment reflecting an increase of $10,542.47 for asphalt driveways.

BACKGROUND

Please note - Corrected Original Application Page w/original signatures will be submitted to Auditor's Department for Payment Process.

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1200-431-00-122-084-0-731/841

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

BUDGETARY IMPACT:

P.O.#689764 (731) County will pay 33% of cost and (841) City will pay 67% of cost.

Attachments

Application for Payment No.1 Minnesota Road West of "I" Road

Application for Payment No.2 Minnesota Road West of "I" Road

Change Order No.1 Minnesota Road West of "I" Road

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/06/2013 12:46 PM
Budget & Management	Angela Garcia	05/07/2013 04:11 PM
Olga Garza	Olga Garza	05/09/2013 04:56 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Marcie Jackson Started On: 05/03/2013 09:41 AM

Final Approval Date: 05/10/2013

APPLICATION FOR PAYMENT NO.1

AI-38598 05/14/13 C

REQ# 231910 P.O.# 689764
33% 3-1200-431-00-122-084-0-731>$25,153.08
<-2,515.31>=$22,637.77

REQ# 231910 P.O.# 689764
67% 3-1200-431-00-122-084-0-731>$51,068.37
<-5,106.84>=$45,961.53

To: Hidalgo County Precinct 2
From: REIM Construction, Inc.
Project: Minnesota Road West of "I" Rd. Paving and Drainage Improvements
Owner Contract No.: C-12-273-12-28 **Engineer's Project No.:**
For work accomplished though the date of: March 31, 2013

1. Original Contract Price:		$122,158.25
2. Net Change by Change Orders and Written Amendments (+or-):		0.00
3. Current Contract Price (1 plus 2)		$122,158.25
4. Total Completed and Stored to Date:		$ 76,221.45
5. Retainage (per agreement):		
10% of Completed Work:	$7,622.15	
10% of Stored Materials:	$ 0.00	
Total Retainage:		$ 7,622.15
6. Total Completed and Stored to date less retainage (4 minus 5):		$ 68,599.310
7. Less previous Application for Payment:		$ 0.00
8. **DUE THIS APPLICATION (6 MINUS 7)**		**$ 68,599.310**

Accompanying Documents:
CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payment received from OWNER on account of Work due under the Contract referred to above have been applied on an account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment number 1 through 4 inclusive; 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 Liens, security interest or encumbrance); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

REQ# 231910 P.O.# 689764
3-1200-431-00-122-084-0-731 $25,153.08
<-2,515.31>=$22,637.77

Date: April 2, 2013

REIM Construction, Inc
CONTRACTOR
By: _____

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 2nd
Day of April, 2013.

Notary Public
My Commission Expires: 6-18-13

YADIRA YVETTE GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES JUNE 18, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 4/10/13

Hidalgo County Planning Dept./Pct 2

By: _____ PE

INVOICE RECEIVED BY:
Elizabeth Casas ON 4/11/13
GOODS/SERVICES RECEIVED BY:
Hector Tito Palacios ON 4/11/13

Minnesota Rd. West of "I" Rd.	Contractor Name
March 11, 2013	Starting Date
May 9, 2013	Project Ending Date
10%	Retainage Percent

Application No:	**1**
Application Date:	**March 31, 2013**
Period To:	**March 11, 2013**
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
	Minnesota Rd. W. of "I" Rd	$ 122,158.25	$ -	$ 76,221.45	$ -	$ -	$ 76,221.45	$ 45,936.80	$ 7,622.15	$ 68,599.30	$ -	$ 68,599.30
		$ 122,158.25	$ -	$ 76,221.45	$ -	$ -	$ 76,221.45	$ 45,936.80	$ 7,622.15	$ 68,599.30	$ -	$ 68,599.30

Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway: Minnesota Rd.
Control: C-12-273-12-28
Project No:
County: Hidalgo
Est. No: 1

Contractor: REIM Construction, Inc.
Contract Price: $122,158.25
Work Done this Mo.: $76,221.45
% Complete: 62.40%

Date Began: 3/11/2013
Contract Time: 60
Time Charged: 20
% Time Used: 33.33%

Work Type: Paving & Drainage
Limits:
From: West of "I" Road
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
310	ASPH MATRL (MC-30)	SY	5627.000	$1.20	$6,752.40	0.000	0	$0.00		0	$0.00		0	0.00
	8" COMPACED CALICHE (LABOR ONLY)	SY	6561.000	$2.20	$14,434.20	3280.000	3280.000	$7,216.00		0	$0.00		0	0.00
	TENSAR TX 5 TROAX GEOGRID	SY	6561.000	$3.80	$24,931.80	6232.000	6232.000	$23,681.60		0	$0.00		0	0.00
	2% LIME AND REWORK SUBGRADE	SY	6561.000	$4.35	$28,540.35	6561.000	6561.000	$28,540.35		0	$0.00		0	0.00
	EROSION AND SEDIMENT CONTROL	LS	1.000	$4,552.00	$4,552.00	0.000	0	$0.00		0	$0.00		0	0.00
	REGRADE ROADSIDE DITCH & RELAY EXT.PIPE	LS	1.000	$8,909.00	$8,909.00	1.000	1.000	$8,909.00		0	$0.00		0	0.00
	THERMOPLASTIC PERMANENT PAV. MARKING	LS	1.000	$6,109.00	$6,109.00	0.000	0	$0.00		0	$0.00		0	0.00
	TRAFFIC CONTROL	LS	1.000	$6,710.00	$6,710.00	1.000	0.000	$6,710.00		0	$0.00		0	0.00
	4" ASPHALT DRIVEWAYS	SY	355.000	$47.00	$16,685.00	0.000	0	$0.00		0	$0.00		0	0.00
	4" CONCRETE DIRVEWAYS	SY	92	$35.75	$3,289.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	34.000	$34.25	$1,164.50	34.000	34.000	$1,164.50		0	$0.00		0	0.00

Monthly Totals:	$76,221.45	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$75,056.95	$0.00	0.00
Drainage (906):	$1,164.50	$0.00	0.00

Total to Date

Roadway (905):	$75,056.95
Drainage (906):	$1,164.50
Total	$76,221.45

Prepared and Checked By:

Signature:
Printed Name:

Date: 4-8-13

APPLICATION FOR PAYMENT NO.2

AI-38598 05/14/13 C

To: Hidalgo County Precinct 2
From: REIM Construction, Inc.
Project: Minnesota Road West of "I" Rd. Paving and Drainage Improvements
Owner Contract No.: C-12-273-12-28 **Engineer's Project No.:**
For work accomplished though the date of: April 22, 2013

33% REQ# 231910 P.O.# 689764
3-1200-431-00-122-084-0-731>$14,419.44
<-1,441.94>=$12,977.50

67% REQ# 231910 P.O.# 689764
3-1200-431-00-122-084-0-841>$29,275.84
<-2,927.58>=$26,348.26

1. Original Contract Price:		$122,158.25
2. Net Change by Change Orders and Written Amendments (+or-):		0.00
3. Current Contract Price (1 plus 2)		$122,158.25
4. Total Completed and Stored to Date:		$119,916.73
5. Retainage (per agreement):		
10% of Completed Work:	$11,991.67	
10% of Stored Materials:	$ 0.00	
Total Retainage:		$ 11,991.67
6. Total Completed and Stored to date less retainage (4 minus 5):		$107,925.06
7. Less previous Application for Payment:		$ 68,599.31
8. **DUE THIS APPLICATION (6 MINUS 7)**		**$ 39,325.75**

Accompanying Documents:
CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payment received from OWNER on account of Work due under the Contract referred to above have been applied on an account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment number 1 through 4 inclusive; 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 Liens, security interest or encumbrance); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Date: April 22, 2013

REIM Construction, Inc
CONTRACTOR

By: _____

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 22nd
Day of April, 2013.

_____
Notary Public
My Commission Expires: 6-18-13

YADIRA YVETTE GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES JUNE 18, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 4/30/13

HIDALGO COUNTY PLANNING DEPT.

By: _____ PE.

Minnesota Rd. West of "I" Rd.	Contractor Name
March 11, 2013	Starting Date
May 9, 2013	Project Ending Date
10%	Retainage Percent

Application No:	**2**
Application Date:	**April 22, 2013**
Period To:	**April 22, 2013**
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
	Minnesota Rd. W. of "I" Rd	$ 122,158.25	$ -	$ 76,221.45	$ 43,695.28	$ -	$ 119,916.73	$ 2,241.52	$ 11,991.67	$ 107,925.06	$ 68,599.30	$ 39,325.76
		$ 122,158.25	$ -	$ 76,221.45	$ 43,695.28	$ -	$ 119,916.73	$ 2,241.52	$ 11,991.67	$ 107,925.06	$ 68,599.30	$ 39,325.76

Estimate Quantity Update Worksheet

Date: 22-Apr-13

Colonia:
Roadway: Minnesota Rd.
Control: C-12-273-12-28
Project No:
County: Hidalgo
Est. No: 2

Contractor: REIM Construction, Inc.
Contract Price: $122,158.25
Work Done this Mo.: $43,695.28
% Complete: 35.77%

Date Began: 3/11/2013
Contract Time: 60
Time Charged: 40
% Time Used: 66.67%

Work Type: Paving & Drainage
Limits:
From: West of "I" Road
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
310	ASPH MATRL (MC-30)	SY	5627.000	$1.20	$6,752.40	0.000	0	$0.00	5627.000	5627.000	$6,752.40		0	0.00
	8" COMPACED CALICHE (LABOR ONLY)	SY	6561.000	$2.20	$14,434.20	3280.000	3280.000	$7,216.00	3281.000	6561.000	$7,218.20		0	0.00
	TENSAR TX 5 TROAX GEOGRID	SY	6561.000	$3.80	$24,931.80	6232.000	6232.000	$23,681.60	329.000	6561.000	$1,250.20		0	0.00
	2% LIME AND REWORK SUBGRADE	SY	6561.000	$4.35	$28,540.35	6561.000	6561.000	$28,540.35		0	$0.00		0	0.00
	EROSION AND SEDIMENT CONTROL	LS	1.000	$4,552.00	$4,552.00	0.000	0	$0.00	1.000	1.000	$4,552.00		0	0.00
	REGRADE ROADSIDE DITCH & RELAY EXT.PIPE	LS	1.000	$8,909.00	$8,909.00	1.000	1.000	$8,909.00		0	$0.00		0	0.00
	THERMOPLASTIC PERMANENT PAV. MARKING	LS	1.000	$6,190.00	$6,190.00	0.000	0	$0.00	1.000	1.000	$6,190.00		0	0.00
	TRAFFIC CONTROL	LS	1.000	$6,710.00	$6,710.00	1.000	0.000	$6,710.00		0	$0.00		0	0.00
	4" ASPHALT DRIVEWAYS	SY	355.000	$47.00	$16,685.00	0.000	0	$0.00	355.000	355.000	$16,685.00		0	0.00
	4" CONCRETE DIRVEWAYS	SY	92	$35.75	$3,289.00	0.000	0	$0.00	29.300	29.300	$1,047.48		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	34.000	$34.25	$1,164.50	34.000	34.000	$1,164.50		0	$0.00		0	0.00

Monthly Totals:	$76,221.45	$43,695.28	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$75,056.95	$43,695.28	0.00
Drainage (906):	$1,164.50	$0.00	0.00

Total to Date

Roadway (905):	$118,752.23
Drainage (906):	$1,164.50
Total	$119,916.73

Prepared and Checked By:

Signature: Miguel A. Ramos

Printed Name: Miguel A. Ramos

Date: 4/22/2013

CHANGE ORDER NUMBER ONE (1)

Project: Minnesota Rd. West of "I" Rd. Paving and Drainage Improvements

DATE OF ISSUANCE: December 28, 2012 EFFECTIVE DATE: March 11, 2013

OWNER: Hidalgo County Precinct 2
OWNER'S CONTRACT NO: C-12-273-12-28

CONTRACTOR: REIM Construction, Inc.
9612 N. Stewart Rd.
Mission, TX 78573

ENGINEER: Hidalgo County Planning Dept.
1304 S. 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents:

Description:	Unit	Quantity	UNIT PRICE	TOTAL
122.- 4" Asphalt Driveways	SY	272	$ 47.00	$ 12,784.00
123.- 4" Concrete Driveways	SY	-62.7	$ 35.75	$ (2,241.53)
Net Increase:				**$ 10,542.47**

Reason for Change Order:
Final quantities adjustment

CHANGE IN CONTRACT PRICE:	CHAGE IN CONTRACT TIME
Original Contract Price: $ 122,158.25	Original Contract Time for Substantial Completion: 60 calendar days 5/6/2013
Net Changes from previous Change Order: $ -	Net Changes from previous Change Order: 0 calendar days
Contract Price prior to this Change Order: $ 122,158.25	Contract Time prior to this Change Order: Substantial Completion: 60 calendar days 5/6/2013
Net Increase (decrease) of this Change Order: $ 10,542.47	Net Increase (decrease) of this Change Order: 0 calendar days
Contract Price with all approved Change Orders: $ 132,700.72	Net % increase/ decrease: 8%
	Contract Time with all approved Change Orders: Substantial Completion: 60 calendar days 5/6/2013

RECOMMENDED:
By: PE
Engineer HIDALGO CO PLANNING & DEPT.
Date: 04/30/13

APPROVED:
By:
Owner
Date:

ACCEPTED:
By:
Contractor
Date: 4/22/2013

AI-38592 **11. E.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 1 (Final) in the amount of $263,282.26, from Sascon, Inc., contracted vendor for Lakeview Subdivision (Pct. 4) as submitted by Hidalgo County Planning Dept. project engineer (C-CAP-11-123-05-23.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-431-00-124-401-0-731/733

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

BUDGETARY IMPACT:

P.O.#665327 for SASCON, INC.

Amount available as of 5/8/2013 (3-1312-431-00-124-401-0-733) $ 25,240.00
Less Final Payment $ 22,716.00
Amount o/s pending to be paid $ 2,524.00

Amount available as of 5/8/2013 (3-1312-431-00-124-401-0-731) $ 267,295.85
Less Final Payment $ 240,566.26
Amount o/s pending to be paid $ 26,729.59

Attachments

Application for Payment No.1 Final Lakeview Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	05/03/2013 11:01 AM
Purchasing Department	Marty Salazar	05/06/2013 12:46 PM
Budget & Management	Angela Garcia	05/07/2013 04:11 PM
Obdett Calzada	Obdett Calzada	05/08/2013 02:34 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Marcie Jackson Started On: 05/02/2013 04:28 PM

Final Approval Date: 05/10/2013

APPLICATION FOR PAYMENT NO.1 FINAL

To: Hidalgo County Precinct No.4 (OWNER)
From: Sascon, Inc. (CONTRACTOR)
Contract: C-CAP-11-123-05-23
Project: Lakeview Subdivision
Owner's Contract No. C-CAP-11-123-05-23 Engineer's Project No. _____
For Work accomplished through the date of: July 25, 2012

1. Original Contract Price:		$ 292,535.85
2. Net change by Change Order and Written Agreements(+or-):		$ -
3. Current Contract Price (1 plus 2):		$ 292,535.85
4. Total completed and stored to date:		$ 292,535.85
5. Retainage (per Agreement):		
10% of completed Work:	$ 29,253.59	
_____ of stored material		
Total Retainage:		$ 29,253.59
6. Total completed and stored to date less retainage (4 minus 5)		$ 263,282.26
7. Less previous Application for Payments:		$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 263,282.26

Accompanying Documentation:

REQ# 195947 P.O.# 665327
3-1312-431-00-124-401-0-731→$267,295.85
<-26,729.59>=$240,566.26

REQ# 195947 P.O.# 665327
3-1312-431-00-124-401-0-733→$25,240.00
<-2,524.00>=$22,716.00

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 5/2/2013

SASCON Inc
CONTRACTOR
By: Carol Skloss

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 2nd day of May, 2013

YOLANDA M CISNEROS
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-29-2015

Yolanda M. Cisneros
Notary Public
My Commission expires: 4/29/2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 5/2/13

Hidalgo County
ENGINEER
By: _____ PE

Sascon, Inc.	Contractor Name
October 17, 2011	Starting Date
July 25, 2012	Project Ending Date
10%	Retainage Percent

Application No:	1
Application Date:	July 26, 2012
Period To:	July 25, 2012
Engineer Firm:	J.E. Saenz & Associates, Inc.

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
3C1080401	Lakeview Subdivision	$ 292,535.85	$ -	$ 292,535.85	$ -	$ -	$ 292,535.85	$ -	$ 29,253.59	$ 263,282.26	$ -	$ 263,282.26
		$ 292,535.85	$ -	$ 292,535.85	$ -	$ -	$ 292,535.85	$ -	$ 29,253.59	$ 263,282.26	$ -	$ 263,282.26

Sascon, Inc.	Contractor Name
10/17/2011	Starting Date
12/6/2011	Project Ending Date
Lakeview Subdivision	Engineer's / County Project Description

Application No.:	1
Application Date:	December 20, 2011
Period To:	December 6, 2011
Engineer's / County Project No.:	J.E. Saenz & Associates, Inc.

				Original Schedule Value			Revised		First Month			Second Month				Finish	
Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
	(905) ROADWAY																
100	Preparing ROW	STA	$ 300.00	37.65	11,295.00	$ -	0.0	-	37.65	37.65	11,295.00	0	0	-	37.65	11,295.00	-
152	6" Road Grader Work	SY	$ 2.20	11488.00	25,273.60	$ -	0.0	-	11488.00	8000.00	25,273.60	0	0	-	11,488.00	25,273.60	-
152	Roadside Ditch	LF	$ 1.00	7530.00	7,530.00	$ -	0.0	-	7530.00	5000.00	7,530.00	0	0	-	7,530.00	7,530.00	-
247	6" FI Base BS (DC) (TY D Grd 6 CL III)	SY	$ 7.00	10787.00	75,509.00	$ -	0.0	-	10787.00	0.00	75,509.00	0	0	-	10,787.00	75,509.00	-
260	4% Lime Treated for base coarse	TON	$ 300.00	79.00	23,700.00	$ -	0.0	-	79.00	20.00	23,700.00	0	0	-	79.00	23,700.00	-
275	4% Cement for road grader work	TON	$ 300.00	75.00	22,500.00	$ -	0.0	-	75.00	0.00	22,500.00	0	0	-	75.00	22,500.00	-
310	Prime Coat (MC-30)	GAL	$ 4.25	2017.00	8,572.25	$ -	0.0	-	2017.00	0.00	8,572.25	0	0	-	2,017.00	8,572.25	-
340	Asph Conc ACP Surface (TY "D") (1.5") w/prime coat	SY	$ 8.00	10087.00	80,696.00	$ -	0.0	-	10087.00	0.00	80,696.00	0	0	-	10,087.00	80,696.00	-
500	Mobilization	LS	$ 3,000.00	1.00	3,000.00	$ -	0.0	-	1.00	1.00	3,000.00	0	0	-	1.00	3,000.00	-
502	Barricades, Signs and Traffic Handling	LS	$ 500.00	3.00	1,500.00	$ -	0.0	-	3.00	1.00	1,500.00	0	0	-	3.00	1,500.00	-
530	Turnouts (Asphalt, Concrete, Pavement) (PB-1)	EA	$ 1,600.00	2.00	3,200.00	$ -	0.0		2.00	0.00	3,200.00	0	0		2.00	3,200.00	-
5249	Temp Sedmt Cont Fence	LF	$ 5.00	452.00	2,260.00	$ -	0.0		452.00	0.00	2,260.00	0	0		452.00	2,260.00	-
5249	Temp Sedmt Cont Fence (Remove)	LF	$ 5.00	452.00	2,260.00	$ -	0.0		452.00	0.00	2,260.00	0	0		452.00	2,260.00	-
	Total Roadway				**267,295.85**			-			**267,295.85**			-		**267,295.85**	-
	(906) DRAINAGE																
530	Driveways (Asphalt, Concrete, Pavement)	SY	$ 22.00	420.00	9,240.00	$ -	0.0	-	420.00	0.00	9,240.00	0	0	-	420.00	9,240.00	-
556	15" RCP storm drain CL III	LF	$ 20.00	390.00	7,800.00	$ -	0.0	-	390.00	200.00	7,800.00	0	0	-	390.00	7,800.00	-
556	18" RCP storm drain CL III	LF	$ 50.00	84.00	4,200.00	$ -	0.0	-	84.00	0.00	4,200.00	0	0	-	84.00	4,200.00	-
556	Safety End Treatment	EA	$ 1,000.00	4.00	4,000.00	$ -	0.0	-	4.00	0.00	4,000.00	0	0	-	4.00	4,000.00	-
			$ -	0.00	-	$ -	0.0	-	0.00	0.00	-	0	0	-	-	0.00	-
			$ -	0.00	-	$ -	0.0	-	0.00	0.00	-	0	0	-	-	0.00	-
			$ -	0.00	-	$ -	0.0	-	0.00	0.00	-	0	0	-	-	0.00	-
			$ -	0.00	-	$ -	0.0	-	0.00	0.00	-	0	0	-	-	0.00	-
			$ -	0.00	-	$ -	0.0	-	0.00	0.00	-	0	0	-	-	0.00	-
			$ -	0.00	-	$ -	0.0	-	0.00	0.00	-	0	0	-	-	0.00	-
	Total Drainage				**25,240.00**			-			**25,240.00**			-		**25,240.00**	-
	TOTAL BASE AMOUNTS:				**292,535.85**			-			**292,535.85**			-	-	**292,535.85**	-

RAUL SESIN
Print Name

5/2/13
Date

Signature

AI-38290 **11. F.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Information Technology Department:
Requesting authority to enter into an "ongoing" self-service storage rental agreement and executed required agreement with Danaby Rentals, Inc. for the (I.T.) Information Technology Department in the amount of $145.00/month= $1,740.00/year through requisition 228016.

BACKGROUND

Through account 3-1100-415-00-200-001-0-441, previously approved on consent agenda 1/24/2012 AI-30551 13. D.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-200-001-0-441

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

BUDGETARY IMPACT:
PO# 685633

Funds available as of 5/8/2013.

Attachments

Danaby Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/08/2013 08:45 AM
Budget & Management	Angela Garcia	05/08/2013 02:09 PM
Obdett Calzada	Obdett Calzada	05/10/2013 09:15 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Matilde Faz Started On: 04/17/2013 04:50 PM

Final Approval Date: 05/10/2013

→ Tenant's name: _____ Space number(s): 076

→ Date form filled in: _____

Contract #: _____

SELF-SERVICE STORAGE RENTAL AGREEMENT

(Use for all self-service storage, including outdoor storage)

1. **TENANT INFORMATION.** Tenant is *[check one]:* ☐ the individual signing this Agreement, or ☐ a business. *[Please print all information below.]*

Tenant's last name (or name of business if Tenant is a business) | First name | Middle initial | Date of birth

Tenant's mailing address for notices (P. O. Box or street address with apt. number, city, state, and ZIP code) | Employer's name

The above address or Tenant's email address provided below will be used for all written notices to Tenant unless Tenant gives written notice of address change to Lessor.

Tenant's Soc. Sec.# (or Tax ID# if Tenant is a business) | Tenant's home phone | Tenant's work phone | Tenant's cell phone

List person(s) with same access rights as Tenant. Lessor, at Lessor's option, may tell them Tenant's access code, space no., account status, and assist with lock cutting.

List name, address, and phone of person(s) who may be contacted in an emergency. (Do not list an individual living with you.) Lessor may contact such person(s) in event of casualty (fire, flood, etc.), break-in or other emergency, or Lessor's inability to reach Tenant. Unless Tenant states otherwise in paragraph 6, Lessor may at Lessor's option allow such person(s) or Tenant's brother, sister, spouse, parent, child over 18 or estate executor to have access to Tenant's space if such person signs an affidavit that Tenant is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Tenant's account with any such persons at any time.

2. **TENANT INFORMATION.** Tenant ☐ is or ☐ is not *[check one]* in the military. What branch? _____. If in the military, Tenant is at the time of signing this Agreement *[check one or both if applicable]* ☐ in the reserves, National Guard, or Texas State Guard or ☐ on active duty. Tenant agrees to immediately notify Lessor of changes in Tenant's mailing address, email, phone number, or any other information provided by Tenant. A change of mailing or email address will not be effective unless the new address is COMPLETE and the notice is mailed, faxed, or emailed to Lessor's address stated herein in WRITING and SIGNED and DATED by Tenant and actually RECEIVED by Lessor. See also paragraph 33.

3. **TENANT'S SPACE.** Space number(s): 076 Approx. size(s) (exact dimensions may vary): 10X25 CC

Minimum lease term: Ongoing month(s) Tenant's facility access code (if any): _____ Other codes (if any): _____

4. **DOLLARS AND DATES.** Tenant's security deposit is $_____ Tenant's right to occupy the space begins: _____, _____, and continues on a month-to-month basis, subject to paragraph 9. If the rental agreement covers multiple spaces, charges under (c), (d), (g), (h), (i), (j), (m) and (o) are "per space."

(a) Rent .....$ 145.- per month

(b) Monthly rental due date ..... 1st of month

(c) Initial late charge if rent not received by 5th days after due date .....$ 10.-

(d) Subsequent late charge if rent not received by — days after due date .....$ —

(e) Returned payment charge (including bank charges, mail costs, time and overhead).....$ 35.-

(f) Charge for returned mail (not providing address change) ....$ _____

(g) Charge for locking space when unlocked or improperly locked ....$ _____

(h) Charge per day if Tenant fails to lock after 7-day notice .....$ _____

(i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 32 .....$ _____

(j) Charge for overlocking Tenant's space or chaining property when authorized by paragraphs 24(2) or 32(f) .....$ _____

(k) Charge for sending statutory notice of claim for unpaid sums .....$ 10.-

(l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs) .....$ 50.-

(m) Charge for conducting foreclosure sale at public auction for nonpayment....$ 80.-

(n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys fees or court costs) .....$ —

(o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate—paragraphs 10, 37, and 38(c) ....$ 12.-

5. **PAYMENTS AND NOTICES.** Payments ☑ may or ☐ may not *[check one]* be made in cash. Payments ☑ may or ☐ may not *[check one]* be made by personal or company check. Payments ☐ may or ☑ may not *[check one]* be made by credit card. Payments may be by money order, travelers check, or certified or cashiers check. However, Lessor may change permitted mode of payment at any time, upon notice to Tenant. If cash is accepted by Lessor, it is Tenant's responsibility to obtain and keep a receipt from management for each cash payment. All payments must be delivered or mailed to Lessor's mailing address in the signature block below. Notices to Lessor must be hand delivered, mailed, faxed, or emailed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor. **NOTICE MAY BE PROVIDED TO TENANT VIA EMAIL IF TENANT ELECTS TO PROVIDE AN EMAIL ADDRESS.**

6. **SPECIAL PROVISIONS.** No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form).

7. **COPIES AND ATTACHMENTS.** Attached to Lessor's copy and Tenant's copy of this Agreement are *[if checked]*:

☐ Vehicle/trailer addendum (form) ☐ Supplemental rules, dated _____ ☐ Form for change of Tenant contact information

☐ Boat addendum (form) ☐ Insurance application (Tenant option) ☐ Spanish copy of lease (informational only)

☐ Other addendum, dated _____ ☐ Move-out notice (form) ☐ Other _____

TENANT

X _____

Signature of Tenant or Tenant's authorized agent (and title, if any)

Printed name of individual signing

Drivers license of individual signing | State | Expiration date

Other ID if no drivers license | Vehicle license: state and number

Date of signature | Email address

LESSOR

_____ 4/10/12

Signature of Lessor's Agent

Facility name and address are shown below. Facility name is actual or assumed name of Lessor. Mailing address for all payments and notices to Lessor is facility address unless a different mailing address is shown below. Lessor's phone number and fax number (if any) and email address (if any) are also shown below:

Danaby Rentals
512 W. Canton Rd.
Edinburg, TX 78539

AI-37749 **11. G.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Eugenia Andrade, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request authorization to remove Asset #42579 from Indigent Defense physical inventory list. The asset, being a projector and the screen were reported as stolen from the courthouse auditorium on September 14, 2007.

Asset #	Description	Acq. Date	Serial #	P.O. #
42579	TOS TDP-D2-US XGA Lumens Protector Belkin Projector Screen (9ft x 7ft)	10/26/2004	86330192	540913

And as detailed in supporting documentation as further and specifically detailed in the attachments.

BACKGROUND

Attachments

NEW EXHIBIT A

NEW DEPRECIATION

S.O. OFFENSE REPORT

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Eugenia Andrade Started On: 03/18/2013 02:06 PM

Final Approval Date: 05/10/2013

HIDALGO COUNTY
INDIGENT DEFENSE
EXHIBIT "A"

04-02-2013

ASSET		ACQ.	SERIAL	P.O.	ACQ.
42579	**TOS TDP-D2-US XGA LUMENS PROJECTOR, BLEKIN PROJECTOR SCREEN (9FT BY 7FT)**	**10-26-2004**	**86330192**	**540913**	**$ 2,426.53**

HIDALGO COUNTY, TEXAS

PURCHASING DEPT - FIXED ASSET DIVISION

SCHEDULE OF DEPRECIATION

4/02/2013

DEPT. NO.	QTY	ASSET NO.	DESCRIPTON	ACQ DATE	ACQ YEAR	ACQ COST	DEPR. PER YEAR	LIFE EXP.	EST. DEPR. DATE	SALVAGE YEAR	YEARS USED	DEPR. AMOUNT	SALVAGE VALUE
093	**1**	**42579**	**TOS-TDP-D2-US GXA LUMENS PROJECTOR BELKIN PROJECTOR SCREEN (9FT BY 7FT)**	**10-26-2004**	**2004**	**$2,426.53**	**346.65**	**7**	**03-26-2013**	**2013**	**9**	**$3,119.82**	**$0.00**

PAGE 1 OF 4

HIDALGO COUNTY SHERIFF'S DEPT
OFFENSE INCIDENT REPORT

CASE NUMBER: 07-33048

OFFENSE

OFFENSE: THEFT	HOW REPORTED/DISPOSITION: SELF INITIATED / FLAGGED DOWN / CALLED FOR SERVICE / OTHER	CODE: 31.03 P.C.	☒ FELONY ☐ MISDEMEANOR
OFFENSE:		CODE:	☐ FELONY ☐ MISDEMEANOR

DATE OFFENSE REPORTED	TIME OFFENSE REPORTED	DAY(S) OF OCCURRENCE	OFFENSE CODES: FBI CODE	OFFENSE CODES: TCIC CODE
9/14/2007	1400/2:00 AM/PM	S M T W T F S		

LOCATION OF OFFENSE (STREET ADDRESS): ☒ Res. ☐ Business ☐ Residence/Other

HIDALGO COUNTY COURTHOUSE,
INSIDE THE AUDITORIUM ON THE 1ST FLOOR.

EDINBURG, TEXAS

☒ Preliminary	☐ Impound	☐ Gang Related	23990004	6G
☐ Supplement	☐ Juvenile	☐ Mental Cases		
☐ Arrest	☒ Adult	☐ Warrant Served		
☐ Family Violence	☐ Recovered Stolen	☐ Other		

SECTOR	SUB/CODE
WS - 4	COURTHOUSE

VICTIM/WITNESS

VICTIM/WITNESS NAME (V)	ADDRESS	RES. PHONE
DAVID SINDER (COMPLIANCE MONITOR)	100 N. CLOSNER, ANNEX-1 EDINBURG, TEXAS	

DRIVER'S LICENSE	SOCIAL SECURITY NO.

DATE OF BIRTH	SEX	RACE	EYES	HT.	WT.	HAIR	EMPLOYER/SCHOOL	BUSINESS/SCHOOL ADDRESS	BUS. PHONE
	M								318-2372

VICTIM/WITNESS NAME	ADDRESS	RES. PHONE
HIDALGO COUNTY INDIGENT DEFENSE PROGRAM	100 N. CLOSNER, ANNEX-1 EDINBURG, TEXAS	

DRIVER'S LICENSE	SOCIAL SECURITY NO.

DATE OF BIRTH	SEX	RACE	EYES	HT.	WT.	HAIR	EMPLOYER/SCHOOL	BUSINESS/SCHOOL ADDRESS	BUS. PHONE
									318-2372

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

OFFICER'S ACTIONS

DIVISION NOTIFIED	DATE	TIME AM/PM	DIVISION INVESTIGATOR

PHOTOGRAPHS TAKEN	DATE TAKEN	PHOTOGRAPHER	EVIDENCE CONTROL OFFICER
☐ YES ☐ NO			

DISPOSITION OF EVIDENCE:

TIME DISPATCHED	TIME 10-23	TIME 10-8
1400/2:00 P.M.	1400/2:00 P.M.	1430/2:30 P.M.

REPORTING OFFICER	EMP. #	UNIT	PARTNER	EMP. #	DIVISION
DEPUTY MICHAEL ANZALDUA	3585	COURT HOUSE (SAM-6)			

APPROVED BY	EMP. #	DIVISION

HIDALGO COUNTY SHERIFF'S DEPT
OFFENSE INCIDENT REPORT

PAGE 2 OF 4

CASE NUMBER 07-33048

SUSPECT / VEH INFORMATION

SUSPECT'S NAME	O.L. / SSN	ALIAS/AKA	DATE OF BIRTH	AGE	SEX	RACE

HEIGHT	WEIGHT	HAIR	EYES	SUSPECT'S ADDRESS	HAND USE: LEFT ☐ RIGHT ☐ UNKNOWN ☐

SCARS, MARKS & TATTOOS	CLOTHING	FACIAL HAIR

BUILD	GLASSES	HOME PHONE NUMBER	INTOXICATED: YES NO	PLACE OF EMPLOYMENT

DEMEANOR	BUSINESS PHONE #	OTHER

SUSPECT'S NAME	O.L. / SSN	ALIAS/AKA	DATE OF BIRTH	AGE	SEX	RACE

HEIGHT	WEIGHT	HAIR	EYES	SUSPECT'S ADDRESS	HAND USE: LEFT ☐ RIGHT ☐ UNKNOWN ☐

SCARS, MARKS & TATTOOS	CLOTHING	FACIAL HAIR

BUILD	GLASSES	HOME PHONE NUMBER	INTOXICATED: YES NO	PLACE OF EMPLOYMENT

DEMEANOR	BUSINESS PHONE #	OTHER

LICENSE NO.	STATE	YEAR	MAKE	MODEL	COLOR	OTHER

VEHICLE MARKS / DAMAGE / DECALS / COMMENTS	VIN

OFFENSE INFO

TYPE PREMISE	OBJECT OF ATTACK	POINT OF ENTRY
COURTHOUSE	PROPERTY	

METHOD OF ENTRY: Forcible Entry ☐ No Forcible Entry ☐	METHOD OF ATTACK

WEAPON TYPE	USE OF WEAPON	METHOD OF DEPARTURE

EVIDENCE OBTAINED

☐ FINGERPRINTS ☐ WEAPON/TOOL ☐ VEHICLE ☐ HAIR ☐ STAINS ☐ COMPOSITE ☐ BLOOD/SEMEN

☐ OTHER PRINTS ☐ PHOTOS ☐ CLOTHING ☐ CONTROLLED SUBSTANCE ☐ CURRENCY ☐ OTHER

NARRATIVE

ON FRIDAY, SEPTEMBER 14, 2007, I, DEPUTY MICHAEL ANZALDUA #3585, WAS DISPATCHED BY COURTHOUSE SECURITY TO THE INDIGENT DEFENSE PROGRAM OFFICE IN REFERENCE TO A THEFT (OF PROPERTY), AT THE HIDALGO COUNTY COURTHOUSE, EDINBURG, TEXAS.

HIDALGO COUNTY SHERIFF'S DEPT
OFFENSE INCIDENT REPORT

PAGE 4 OF 4

CASE NUMBER 07-33048

PROPERTY REPORTING FORM

PROPERTY / VEHICLE

E	R	S	D	ARTICLE	SERIAL / ID NUMBER	VALUE
		X		"TOSHIBA" PROJECTOR	86330192	$ 2,426.00
		X		"BELKIN" PROJECTOR SCREEN (9FT BY 7FT)	N/A	$ 700.00
						$
						$
						$

AI-38451 **11. H.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Sheriff Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the first (1st) (of (9)-(1) year options) extension as provided in contract #C-12-040-05-22 for "Lease of Radio Tower Space"-McCook under the same terms and conditions - effective May 26, 2013 through May 26, 2014.

BACKGROUND

Req #236652

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-441

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

BUDGETARY IMPACT:

Available funds as of 05/09/13.

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-083-0-441

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

BUDGETARY IMPACT:

Available funds as of 05/09/13.

Attachments

renewal letter n acord

contract

dept recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/06/2013 01:02 PM
Budget & Management	Angela Garcia	05/07/2013 04:07 PM
Olga Garza	Olga Garza	05/09/2013 05:17 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Yvette Islas Started On: 04/25/2013 04:10 PM

Final Approval Date: 05/10/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 25, 2013

McAllen Communications Company
Mr. James A. McAllen
P O Box 1139
Edinburg, Texas 78540-1139

Re: C-12-040-05-22 "Lease of Radio Tower Space" McCook

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the first (1st) of nine (9) one (1) year renewal terms as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of May 21, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, April 30, 2013, 10:00 am via email to: yvette.salinas@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 25 April 2013

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,

Yvette Salinas
Hidalgo County Purchasing Department

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2013

PRODUCER

R B Carter Agency
PO Box 128
Elsa TX 78543

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: America First Insurance Company	
INSURER B: Scottsdale Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

McAllen Communications Co, Inc.
PO Box 1139
Edinburg TX 78540

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CPS1564018	06/05/12	06/05/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000. $ 100,000. $ 5,000. $ 1,000,000. $ 2,000,000. $
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A		OTHER Radio Tower & Building	IM8904843	04/16/13	04/16/14	All Risk Coverage	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Hwy Bus 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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 R Carter

ACORD 25 (2009/01)

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APPROVED

AI-32253 **Purchasing Department 20. A. 7.**
CC REGULAR
Meeting Date: 05/22/2012
Department Head: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION
Presentation requesting approval of and authority to enter into final lease agreement (approved by legal counsel) for "Lease of Tower Space (McCook)" (RFB No. 12-040-04-11-YSI) with McAllen Communications Co., Inc.

BACKGROUND
First One (1) year term May 26, 2012 – May 25, 2013.

REQ#216544

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds available as of 5-18-12

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-083-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds available as of 5-18-12

Attachments

final agrmnt mc twr
steves approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/16/2012 04:15 PM
Budget & Management	Merlen P. Munoz	05/17/2012 08:02 AM
Ivan Cantu	Ivan Cantu	05/18/2012 03:05 PM
Auditor's Office	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Yvette Islas Started On: 05/07/2012 02:48 PM
Final Approval Date: 05/18/2012

STATE OF TEXAS

COUNTY OF HIDALGO

LEASE OF RADIO TOWER SPACE

C-12-040-05-22

THIS AGREEMENT this day made and entered into by and between MCALLEN COMMUNICATIONS COMPANY, INC., a Texas Corporation, acting by and through its authorized officers, hereinafter called "Lessor", and COUNTY OF HIDALGO, TEXAS, hereinafter called "Lessee";

WITNESSETH

WHEREAS, Lessor responded to a request for bids for the "Lease of Tower Space (McCook)", and

WHEREAS, Lessor submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibit A, and incorporated herein for all purposes (the Specification); and

WHEREAS, in recognition of and in consideration of Lessor's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to the Lessor on this 22rd day of May, 2012.

WHEREAS, Lessor is the owner of a 440 foot radio tower and concrete building at a location described as being Latitude 26° 32' 37" NORTH X Longitude 98° 22' 08" WEST, AMSL 302.3', AGL 459', Highest point AMSL 761.3', or hereafter called the Radio Tower, FCC Registration #1206137, and

WHEREAS, Lessor leases the surface to house the radio tower and equipment in the hereinafter described tract:

582 acres of land, more or less, being all of the South Half of Survey No. 487, Elder B. Barton Original Grantee, Certificate No. 964, Patent No. 217, Volume 8, Abstract No. 592, Hidalgo County, Texas, and being the same land described in Deed of Partition, dated April 16, 1940, recorded in Volume 469, Page 353, Deed Records, Hidalgo County, Texas, and

WHEREAS, Lessee operates a private station, and is desirous of using space on Lessor's said radio tower for its transmitting antenna and space in said building below said tower for the use of its transmitting equipment;

NOW, THEREFORE, Lessor does by these presents, LEASE LET, and DEMISE unto the Lessee the right to use said radio tower at a distance of Four Hundred Forty (440) feet from the ground for the installation and maintenance of their antenna and the right to use such space in the building at the foot of said tower as may be reasonably necessary for the operation of Lessee's equipment.

The term of this lease shall be for ONE (1) year, commencing on May 26, 2012 and terminating on May 25, 2013; subject however to earlier termination as hereinafter provided.

Provided Lessee is not in default hereunder, Lessee is granted the option to renew and extend this lease for an additional nine (9) one year terms, (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term, or, if applicable, any renewal term. Failure to timely deliver such notice shall constitute a waiver of this option to renew.

The rent payable by Lessee to Lessor under this lease agreement for the initial term shall be a a monthly payment of $1,122.00, for each month occurring during the initial term. Specifics for each optional renewal term are specified in Lessor's bid packet attached hereto as Exhibit B. Each monthly rental payment is due on the first day of each month during the term of the lease.

The parties hereby agree and covenant with each other as follows:

1. Lessee shall pay the rent to Lessor at P. O. Box 1139, Edinburg, Texas 78540-1139, as the same shall become due.
2. Subject to the terms and conditions hereof, Lessor will maintain the radio tower, the building, and the ingress and egress road in suitable condition for use by Lessee for the purpose authorized hereunder.
3. Lessee shall promptly execute and fulfill all requirements of law, Federal, State and Local, applying to its business, and radio transmittal. Lessee shall not assign this agreement of sublet the premises, and any part thereof, without the consent of the Lessor in writing. Lessee shall not make any alteration in the building or tower without written consent.
4. If the leased premises shall be damaged by, or as a result of fire, windstorm, or other casualty, Lessor shall make repairs to such leased premises (exclusive of antenna and property of Lessee) with reasonable dispatch. Lessor shall not be responsible for any delays arising in connection with the adjustment of insurance loss or labor troubles and no abatement of rent shall be made in this case. There shall be no abatement of rent, unless the damage is so extensive that the tower and transmitter building leased hereunder cannot be used for ratio transmission by Lessee while being repaired, in which event, rent shall abate until such time as said tower and transmitter building shall have been put in repair. In the event the leased property, either the tower or the transmitter building, is destroyed or so damaged that in the opinion of the Lessor, it cannot be repaired within ninety (90) days after the loss, or if Lessor shall decide not to rebuild, or if the damage shall be caused under conditions not insured against by the Lessor and the Lessor shall decide not to repair the damage, then the Lessor, at its option, may terminate this lease and the rent shall be paid to the date of such damage and thereupon, the lease shall terminate.
5. If the Lessee shall fail to pay the rent of any installment thereof when due, the Lessor may, by thirty (30) days written notice to Lessee, cancel and terminate this lease.
6. Lessor shall furnish electric power required to operate the Lessee's radio base station equipment. Lessee shall install two transmitters/receivers that will provide interoperable communications between users of 800 MHZ and VHF two way radio equipment with the appropriate antennas and peripherals, specifically: One (1) Generator, One (1) 500 Gallon

Fuel Tank, Two (2) Cross band Stations, Two (2) Antennas and Cabins, Two (2) 83" Cabinets at said tower site. Upon execution of this lease agreement, Lessor shall fence tower area where Lessee's may install a combination lock and furnish combination to Lessee. Lessor shall not be responsible for any power failure including operations of generator equipment and fuel tank. By the same token, the Lessor shall not be responsible for the Lessee's radio equipment maintenance, unless a separate maintenance equipment contract is drawn to cover specified maintenance.

7. It is a condition precedent to any cause of action in the Lessee, that the Lessee shall serve written notice on the Lessor of the condition, defect, act, omission, or breach complained of. All notices required hereunder or that may be given hereunder shall be effective for all purposes if addressed by Lessee to Lessor at its principal place of business at P. O. Box 1139, Edinburg, Texas, and by Lessor to Lessee at its principal place of business.
8. If the Lessor is unable to give Lessee possession of the property and premises leased hereby on the date fixed for the commencement of this term, Lessee may terminate the Lease on written notice.
9. No representative, agreement, or promise has been made by the Lessor, or any agent of Lessor, except as stated herein or in a written communication to the Lessee signed by the Lessor, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the lease property and premises and the terms of this agreement.
10. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licenses, or invitees, or occasioned by the failure of Lessee to maintain any of Lessee's equipment located on the premises. Lessor owns no vehicles and has no auto liability insurance. Lessor has no uninsured/underinsured motorist coverage. Lessor has no employees and has no workers' compensation insurance. Lessor provided proof of general liability coverage as stated in the response to bid attached hereto as Exhibit B.
11. Lessor leases the surface property from a third party. The property is operated for ranching, and leased for hunting, and oil and gas. There is livestock and wildlife on the property, including snakes, spiders, scorpions, etc. Lessee or its agents, contractors, or subcontractors should be notified of the activities and the wildlife in advance.
12. The tower building is equipped with an Argus Security System which monitors tower lights, temperature, and unauthorized entry. A code is required to gain entry to the site. Lessor recommends that Lessee or its agents, contractors, or subcontractors telephone Lessor prior to working at the site to avoid any unwarranted calls to law enforcement officials. Lessor or its agent will be available to answer telephone calls 24 (Twenty four) hours a day, 7 (seven) days a week. The contact numbers are as follows: regular working hours (956) 383-1960, after hours (McAllen Ranch main gate) (956) 481-3230.
13. In any 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 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.
15. 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.
16. 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 to 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 conflicts exist.
17. No waiver by Lessor or Lessee of any breach of any provision of this Agreement shall be deemed to be a waiver or any preceding or succeeding breach of the same or any other provision hereof.
18. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or 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 County, and Lessor, and not otherwise.
19. At any time after the initial twelve (12) months of the term of this lease, this agreement may be terminated by Lessee without cause upon thirty (30) days written notice and payment of a Termination Fee equal to one-half (1/2) of the rent payable under the balance of the current 12 (twelve) month term of this lease.
20. **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 Leasee under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Lessor. Leasee 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 Lessor pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

IN TESTIMONY WHEREOF, witness our hands this, the _____ day of _____, 2012.

APPROVED BY COMMISSIONER'S COURT ON May 22nd, _____, 2012.

County of Hidalgo

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5/22/12 RD

ATTEST: Arturo Guajardo Jr.
Arturo Guajardo, Jr. County Clerk

LESSOR:
MCALLEN COMMUNICATIONS CO., INC.

_____
James A. McAllen, President
P. O. Box 1139
Edinburg, Texas 78540-1139
(956) 383-1960

Approved as to Form:

Atlas & Hall, LLC

By: _____
Stephen L Crain

By: ~~Atlas & Hall, PLC/Date~~

BID-12-040-04-11-YSI
Hidalgo County
Lease of Tower Space (McCook)
NIGP Code: 985-69-60
McAllen Communications Co., Inc.

EXHIBIT "A"

PURCHASING DEPARTMENT
County Of Hidalgo

March 26, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids - **"LEASE OF TOWER SPACE (McCook)"**
NIGP CODE: 985-69-60
Bid No: 12-040-04-11-YSI

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/ysi

Enclosures

2812 S. Business Highway 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

REQUEST FOR QUALIFICATIONS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY
"Lease of Tower Space (McCook)"
NIGP CODE: 985-69-60

RFB No: 2012-040-04-11-YSI

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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 26, 2012
Date

Bid No: 12-040-04-11-YSI	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"LEASE OF TOWER SPACE (McCOOK)"
NIGP CODE: 985-69-60

BID OPENING DATE:
April 11, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 12-040-04-11-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY–LEASE OF TOWER SPACE (McCook) NIGP CODE: 985-69-60** 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-12-040-04-11-YSI-HIDALGO COUNTY-LEASE OF TOWER SPACE (McCook)" NIGP CODE: 985-69-60** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, APRIL 11, 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 - 12-040-04-11-YSI - RFB-HIDALGO COUNTY-LEASE OF TOWER SPACE (McCook)" NIGP CODE: 985-69-60.** 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-LEASE OF TOWER SPACE (McCook)" NIGP CODE: 985-69-60** 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 Sherriff's Office
  Attn: Myra Montoya
  P.O. Box 1228
  Edinburg, TX 78539
  956-393-6024

17. Schedule of Events

Bid Opening, 9:30 AM	**April 11 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
"LEASE OF TOWER SPACE (McCook)"
NIGP CODE: 985-69-60
BID NO.: 12-040-04-11-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - 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
"LEASE OF TOWER SPACE (McCOOK)"
NIGP CODE: 985-69-60
RFB NO. 12-040-04-11-YSI
SPECIFICATIONS

Hidalgo County is seeking to lease tower space. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1). All costs and expenses associated with the preparation and submission of (bid, proposals and/or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.

2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.

3). Tower shelter must have electricity and air condition system.

4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.

5). The equipment to be installed at the site includes a generator and an LP gas tank to power the generator and Hidalgo County's equipment for forty-eight (48) hours.

6). Height of tower should be four hundred eighty (480) ft. or taller.

7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.

8). Tower must be geographically located in the Northwest Portion of Hidalgo County, preferably North of McCook, Texas, within Hidalgo County near intersection of FM 681 and FM 490. See attached search area, Exhibit 1.

9). Antenna equipment must be installed at the highest point available on the tower.

10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11). Tower rent **must** include cost of electricity.

12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.

13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the

towering warning lights or beacons an all other components of the property.

14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.

16). Lessor agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Lessee's use of the property.

17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18) Lessor must submit property legal description and a warranty deed.

19.) Vendor must provide bid on initial term including all renewal terms.

20.) Bid award will be based on a total lump sum basis to the lowest bidder meeting all requirements and specifications.

21). Site must have the capability for one circuit to be connected to a dispatch point (telephone line).

22.) Hidalgo County shall have be allowed to replace current existing equipment used on the property with the prior written consent of awarded bidder without experiencing an increase in monthly rental costs. However, in the event Hidalgo County desires to add "new" equipment to the property currently not in place (at Hidalgo County's expense) Hidalgo County shall also seek the prior written consent of awarded bidder, and awarded bidder shall submit a written proposal to Hidalgo County of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to the addition of new equipment, then the new equipment may be added.

Installed Equipment

Hidalgo County will provide and cause to be installed the following equipment at the approved site:

Two transmitters/receivers that will provide interoperable communications between users of 800 Mhz and VHF two way radio equipment with the appropriate antennas and peripherals, specifically:

One (1) Generator
One (1) 500 Gallon Fuel Tank
Two (2) Cross band Stations
Two (2) Antennas and Cabins
Two (2) 83" Cabinets

Premises

Shelter size must be a minimum of 10'x 10'and provide a minimum of six (6) square feet of equipment space inside. Premises must also include a secured fenced in area outside of shelter to store a generator (generator base measuring 47" x 24") and one (1) standard 500 gallon propane tank.

Terms and Conditions

1.) The initial term of this lease contract will be for a period of one (1) year. Hidalgo County may at its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) days 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 hold bids for a period of ninety (90) days without taking any action.

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 advantageous to the County.

5.) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6). Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessee. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessee to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.

7.) Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee. (Estimated value is $110,000.00)

8.) The awarded bidder shall adhere to the following insurance requirements

- Property insurance shall provide that any proceeds for loss or damage to building

or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes.

- Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster.

9.) The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

10). Hidalgo County reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL yvette.islas@co.hidalgo.tx.us NO LATER THAN, Wednesday, April 04, 2012 by 5:00 PM. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, April 06, 2012 by 5:00 p.m.

EXHIBIT "1"

HIDALGO COUNTY "LEASE OF TOWER SPACE (McCOOK)
NIGP CODE: 985-69-60

RFB No. 2012-0400-04-11-YSI

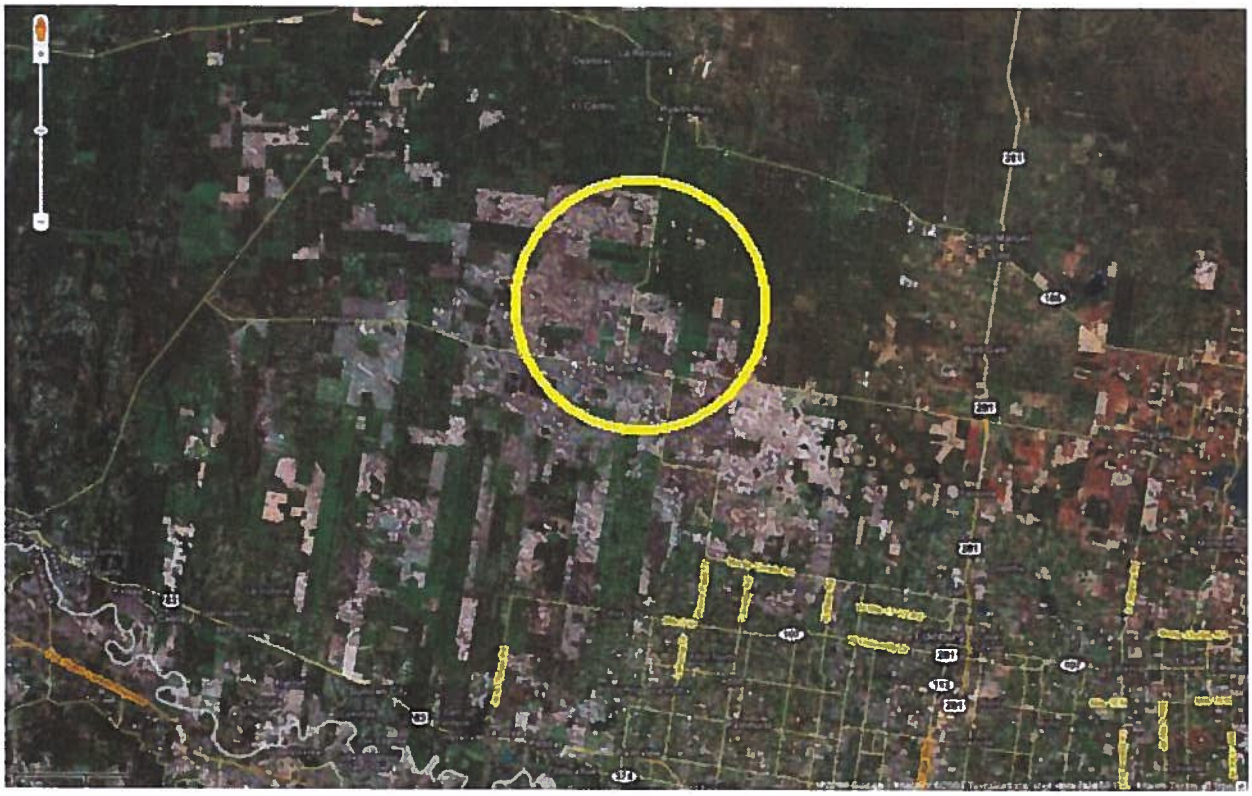

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
"LEASE OF TOWER SPACE (McCOOK)"
BID No: 12-040-04-11-YSI
NIGP CODE: 985-69-60

Note: Vendor must provide bid on initial term including all renewal terms.

Initial (one) 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 1st term of 1 year (12 months)	
Below are the Renewal Options – nine (9) one (1) year terms	
2nd (Second) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 2nd term of 1 year (12 months)	
3rd (Third) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
4th (Fourth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	

Total cost for 4th term of 1 year (12 months)	
5th (Fifth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 5th term of 1 year (12 months)	
6th (Sixth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 6th term of 1 year (12 months)	
7th (Seventh) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 7th term of 1 year (12 months)	
8th (Eight) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 8th term of 1 year (12 months)	
9th (Ninth) 1 (one) year term:	
Description	**Bid Amount**

Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th (Tenth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 10th term of 1 year (12 months)	
Grand Total	
Description	**Bid Amount**
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP GG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH 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 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
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**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:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

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.

Social security number

			–			–				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

LEASE AGREEMENT
C-11-040-00-00

THIS AGREEMENT is made and entered into this date day of Month, 2012 by and between **VENDOR NAME,** hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit"A-1" and Exhibit "A-2", hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of one (1) year hereinafter referred to as the "initial lease term" commencing on **Month day, 2012** and expiring on **Month 29, 2013**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal

option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Holdover

2.03 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 2.03 shall not be construed as Lessor's consent for Lessee to hold over.

Voluntary Termination

2.04 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.05 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of **AMOUNT Dollars ($ 000.00)** per month for a **one (1) year period**. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2**

& 3 during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **Month day, 2012** rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at: **ADDRESS, City, ST ZIP**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee approximately six (6) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the premises description on Exhibit A-2 for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee

will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee=s discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new

equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths ($25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **Month day, 2012** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

DRAFT

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee=s use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR **LESSEE**

_____

Attn.: _____

_____

_____

County Of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P. O. Box 1228
Edinburg, Texas 78541

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.03 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

Legal Construction

10.04 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements

between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys= fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee=s use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute

this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON _____, 2012.

APPROVED AS TO FORM:
Atlas & Hall, .LL.P.

By:_____
Stephen L. Crain, Attorney

LESSEE:
County Of Hidalgo

By: _____
Ramon Garcia, County Judge

LESSOR:
Name:

By:_____
Printed Name, Title

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

DRAFT

BID-12-040-04-11-YSI
Hidalgo County
Lease of Tower Space (McCook)
NIGP Code: 985-69-60
McAllen Communications Co., Inc.

EXHIBIT "B"

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
"LEASE OF TOWER SPACE (McCOOK)"
BID No: 12-040-04-11-YSI
NIGP CODE: 985-69-60

Note: Vendor must provide bid on initial term including all renewal terms.

Initial (one) 1 year term:	
Description	**Bid Amount**
Total cost per month	1,122.00
Total cost for 1st term of 1 year (12 months)	13,464.00
Below are the Renewal Options – nine (9) one (1) year terms	
2nd (Second) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,155.66
Total cost for 2nd term of 1 year (12 months)	13,867.92
3rd (Third) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,190.33
Total cost for 3rd term of 1 year (12 months)	14,283.96
4th (Fourth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,226.04

OPENED
10:05 pm
4-11-12
Witnessed

Total cost for 4th term of 1 year (12 months)	14,712.48

5th (Fifth) 1 (one) year term:

Description	**Bid Amount**
Total cost per month	1,262.82
Total cost for 5th term of 1 year (12 months)	15,153.85

6th (Sixth) 1 (one) year term:

OPENED 10:05 pm 4-11-12

Description	**Bid Amount**
Total cost per month	1,300.71
Total cost for 6th term of 1 year (12 months)	15,608.47

Witnessed

7th (Seventh) 1 (one) year term:

Description	**Bid Amount**
Total cost per month	1,339.73
Total cost for 7th term of 1 year (12 months)	16,076.72

8th (Eight) 1 (one) year term:

Description	**Bid Amount**
Total cost per month	1,379.92
Total cost for 8th term of 1 year (12 months)	~~16,559.02~~ 16,559.04 JAM

9th (Ninth) 1 (one) year term:

Description	**Bid Amount**

Total cost per month	1,421.32
Total cost for 9th term of 1 year (12 months)	~~17,055.79~~ 17,055.84 JAM

10th (Tenth) 1 (one) year term:

Description	Bid Amount
Total cost per month	1,463.96 OPENED
Total cost for 10th term of 1 year (12 months)	~~17,567.47~~ 17,567.52 10:05 4-11-12 JAM Witnessed

Grand Total

Description	Bid Amount
Total Cost for 10 years (120 months)	~~154,349.67~~ 154,349.80 JAM
FCC Antenna Site Registration #	1201637

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: McAllen Communications Co., Inc.

ADDRESS: P. O. Box 1139

CITY/STATE/ZIP CODE: Edinburg, TX 78540-1139

PHONE & FAX NO'S: (956) 383-1960 FAX: (956) 380-0112

CELLULAR NO: N/A

E-MAIL ADDRESS: vicki@mcallenranch.com

AUTHORIZED SIGNATURE:

PRINTED NAME: James A. McAllen

TITLE President

BID-12-040-04-11-YSI
Hidalgo County
Lease of Tower Space (McCook)
NIGP Code: 985-69-60
McAllen Communications Co., Inc.

EXHIBIT "C"

Insurance Requirement Acknowledgment

I, James A. McAllen, authorized representative for McAllen Communications Co., , Inc.
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: $ n/a General Liability: $_____

☒ have already been met, see attached copy of insurance certificate.

_____ 5 April 2012
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

** Note: Automobile Liability Insurance shall not be required for leasing of tower space.

THIS CERTIFICATE IS DEEMED NULL AND VOID IN THE EVENT A NEWER CERTIFICATE IS ISSUED

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	DELTA GENERAL AGENCY CORPORATION PO Box 2045 Houston TX 77252 Retail Agent: R B CARTER AGENCY	CONTACT NAME: Retail Agent: R B CARTER AGENCY PHONE (A/C, No, Ext): 956-262-1368 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: SCOTTSDALE INSURANCE CO	41297
INSURED	MCALLEN COMMUNICATIONS COMPANY INC P O BOX 1139 EDINBURG, TX 78540	INSURER B: FIRST NATIONAL INS CO OF AM	
		INSURER C: NOT APPLICABLE	
		INSURER D: NOT APPLICABLE	
		INSURER E: NOT APPLICABLE	
		INSURER F: NOT APPLICABLE	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CPS-1399040	06/05/11	06/05/12	EACH OCCURRENCE	$ 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	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	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	$
								$
	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						WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	TOWER & BLDG @ McAllen Ranch 25 Mi N/W Edinburg, TX	X		04-CC-215875-5	4/16/12	4/16/13	TOWER $36,100.00 BLDG 9,100.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED. THERE IS NOT A WAIVER OF SUBROGATION FOR THIS CERTIFICATE HOLDER.

CERTIFICATE HOLDER

HIDALGO COUNTY

ATTN: PURCHASING DEPT
2812 S HWY BUS 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DELTA GENERAL AGENCY CORPORATION

Delta Official Use:54917.85063

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POLICY NUMBER: CPS1399040

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location(s) of Covered Operations
HIDALGO COUNTY ATTN: PURCHASING DEPT. 2812 S. HWY BUS 281 EDINBURG, TX 78539	5 MILES NORTH OF McCOOK, HIDALGO CO., TX
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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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: James A. McAllen
Title: President
Telephone Number: (956) 383-1960
Date: 4-5-12

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

BID-12-040-04-11-YSI
Hidalgo County
Lease of Tower Space (McCook)
NIGP Code: 985-69-60
McAllen Communications Co., Inc.

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

2002499

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

On: May 29,2009 at 02:59P
As a Recording

Document Number: 2002499
Total Fees : 15.00

By
Vanessa Uresti, Deputy

1 **Name of person who has a business relationship with local governmental entity.**

McAllen Communications Co., Inc.

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

29 MAY 2009
Date

James A. McAllen as President of McAllen Communications Co, Inc.

Adopted 06/29/2007

Search **Yvette Salinas**

Mail | Address Book | Calendar | Tasks | Briefcase | Preferences | FW: McAllen Com

Close | Reply | Reply to All | Forward | Delete | Spam | Actions

FW: McAllen Comm. C-12-040-05-22 Lease of Tower Space Extension

From: Juan Tapia

To: yvette salinas

Cc: Comdr. Rene Gonzalez | Gabriel Castaneda | jerry lopez | Lt. Richard.Ozuna@hidalgoso.org | Myra montoya | Emilia.Uriegas

C-12-040-05-22-...munications.pdf (1.6 MB) Download | Briefcase | Remove

Yvette,
Let this serve as a Confirmation Notice"
Please route through CC agenda item to (extend) renew lease of tower space McCook site with McAllen Communication Co. contract C-12-040-05-22.
Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel 292-2930

From: Richard Ozuna [mailto:richard.ozuna@hidalgoso.org]
Sent: Tuesday, April 30, 2013 11:55 AM
To: 'Juan Tapia'
Subject: FW: C-12-040-05-22 Lease of Tower Space

Mr. Tapia,
Yes we want to extend, please reply with proper paper work.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Tuesday, April 30, 2013 11:45 AM
To: Richard Ozuna
Subject: Fwd: C-12-040-05-22 Lease of Tower Space

Hi Richard,
Please send written confirmation of your desire to renew this contract so i may proceed with placing it on the a
Thanks,
Yvette Salinas
Buyer III
Hidalgo County Purchasing Department

AI-38465 **11. I.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of payment for Invoice# M172796 ($ 5,400.00) submitted by HALFF ASSOCIATES, INC. in connection to Contract# C-13-098-04-16 (WA#1-PO#691376) for: "Professional Engineering Services" in connection to "job specific" PROJECT: “US 281 and SH 186 (Linn-San Manuel) Beautification Project” located within Hidalgo County Precinct No. 4

BACKGROUND

Invoice # M172796-Halff Associates Inc.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-124-009-0-334

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

BUDGETARY IMPACT:

PO# 691376 available balance as of 5-8-13 $6,000.00

Attachments

Inv# M172796-Halff Assoc Inc-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/06/2013 01:04 PM
Budget & Management	Angela Garcia	05/07/2013 04:07 PM
Manuel Chapa	Manuel Chapa	05/08/2013 10:45 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Letty Saenz Started On: 04/26/2013 11:10 AM

Final Approval Date: 05/10/2013

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 25, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
C-13-098-04-16

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **M172796** WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$5,400.00** FOR **HALFF ASSOCIATES INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # **691376**
ACCOUNT # **3-1100-452-00-124-009-0-334**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # M172796
PO# 691376
AI# 38110

INVOICE

HALFF

ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo County Commissioner's Court
1051 North Doolittle Road
Edinburg, TX. 78542

Attention: Mr. Jesse Ozuna

Invoice Date : 04/24/2013
Invoice # : M172796
Project : 29426
Invoice Group : **
Client Code : HIDAL5

Project Name : Hidalgo Co\Prct#4 San Manuel Linn

For Professional Services Rendered through: 4/14/2013
Re:Electrical Engineering Serivces
San Manuel Linn Rest Stop
San Manuel, TX
Conctact #C-13-098-04-16

** Please contact Maribel Martinez at (956-664-0286) with any questions regarding this invoice.

Phase / Task / Name	Fee	Previous Amount	% Complete	Current Amount	Total Fee Earned
DE01 -- Electrical Engineering	6,000.00	0.00	90.00	5,400.00	5,400.00
Totals:	**6,000.00**	**0.00**	**90.00**	**5,400.00**	**5,400.00**

Total Fee Earned To Date	5,400.00
Less Previous Billings	0.00
Amount Due this Invoice	**5,400.00**

Hidalgo County Pct#4
APR 25 2013
Edinburg, Texas 78542

INVOICE RECEIVED BY: _____ on 4/25/13
GOODS/SERVICES RECEIVED BY: _____ on 4/25/13

3 -1100 452-00-124-009-0- 334
Pct. # 606
Pur. Req. # 235011
P.O. # 69376

TERMS: DUE UPON RECEIPT
ORIGINAL

(214) 346-6200 (214) 739-0108 Fax

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

Requisition No 00235011
Po No 691376
Date Entered 04-15-2013
Status Purchase Order

Vendor HALFF ASSOCIATES, INC.
Address 5000 WEST MILITARY HIGHWAY, SUITE 100
MCALLEN TX 78503

Owner VLOPEZ

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	Work Authorization No. 1- for Professional Engineering Services ir	6,000.0000	6,000.00

Total **6,000.00**

Account Number	Description	Account Balance	Amount
3-1100-452-00-124-009-0-334	PCT4 PARKS-ARCH & ENG SRV	4,000.00	6,000.00

AI-38110 **Purchasing Department 19. F. 1.**

CC REGULAR

Meeting Date: 04/16/2013

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of a "professional engineering services" agreement with **HALFF ASSOCIATES INC.** for: "Professional Engineering Services" in connection to **"job specific" PROJECT: "US 281 and SH 186 (Linn-San Manuel) Beautification Project"** located within **Hidalgo County Precinct No. 4**

b. Requesting approval of **Work Authorization No. 1 ($ 6,000.00)** from **HALFF ASSOCIATES INC.** for "Professional Engineering Services" in connection to **"job specific" PROJECT: "US 281 and SH 186 (Linn-San Manuel) Beautification Project"** located within **Hidalgo County Precinct Number 4**

BACKGROUND

Professional Engineering Agreement # C-13-098-04-16 - Halff Associates Inc.
Work Authorization No. 1 - Halff Associates Inc. - C-13-098-04-16
TxDOT's Letter MUA

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-452-00-124-009-0-334

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

BUDGETARY IMPACT:

Attachments

WA#1-Halff Assoc Inc-C-13-098-04-16-Linn San Manuel Proj
Ltr-TxDOT Re: MUA
contract

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	04/12/2013 05:09 PM

Form Started By: Letty Saenz Started On: 04/08/2013 04:04 PM

Final Approval Date: 04/12/2013

AI-38505 **11. J.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:

1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Local Government Code and Sec. 262.024 (9) c.: Five (5) 2010 Ford Crown Victoria and (4) 2009 Ford Crown Victoria police interceptor model vehicles for the total amount of $54,500.00 thru requisition 235739.

2. Authorization for Purchasing Department to issue a purchase order and County Treasurer's to issue a check made payable to Texas Department of Public Safety after County Auditor's review.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1228-421-00-280-006-0-741

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

BUDGETARY IMPACT:

Requisition #235739

Attachments

DPS 235739

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:50 AM
Olga Garza	Olga Garza	05/10/2013 10:56 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Tanya Delira Started On: 04/29/2013 03:20 PM

Final Approval Date: 05/10/2013

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00235739
PO #
Date: 04/29/13

Bill To: x
x

Vendor : 264474
TEXAS DEPARTMENT OF PUBLIC SAFETY
P.O. BOX 4087
AUSTIN TX 78773-0001

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TO BE USED AS PART OF SHERIFF'S OFFICE FLEET DO NOT DUPLICATE ORDER		
1.00	EACH	UNIT: F09-2028, 2009, FORD CROWN VICTORIA, VIN: 2FAHP71V59X137246	5,500.00	5,500.00
1.00	EACH	UNIT: F09-2184, 2009 FORD CROWN VICTORIA, VIN: 2FAHP71V89X141176	5,500.00	5,500.00
1.00	EACH	UNIT: F09-2206, 2009 FORD CROWN VICTORIA, VIN: 2FAHP71V89X141193	5,500.00	5,500.00
1.00	EACH	UNIT: F09-2717, 2009 FORD CROWN VICTORIA, VIN: 2FAHP71V39X148178	5,500.00	5,500.00
1.00	EACH	UNITF10-2830, 2010 FORD CROWN VICTORIA, VIN: 2FABP7BVXAX105949	6,500.00	6,500.00
1.00	EACH	UNIT: F10-3394, 2010 FORD CROWN VICTORIA, VIN: 2FABP7BV6AX133313	6,500.00	6,500.00
1.00	EACH	UNIT: F10-3406, 2010 FORD CROWN VICTORIA, VIN: 2FABP7BV0AX133291	6,500.00	6,500.00
1.00	EACH	UNIT:F10-3443, 2010 FORD CROWN VICTORIA, VIN: 2FABP7BV5AX135246	6,500.00	6,500.00
1.00	EACH	UNIT: F10-3525, 2010 FORD CROWN VICTORIA, VIN: 2FABP7BV5AX142116	6,500.00	6,500.00
		Account No	Encumbrance	
		3-1228-421-00-280-006-0-741	54,500.00	
			Freight	.00
		VEHICLES BEING BOUGHT THROUGH THE STATE OF TEXAS SURPLUS PROPERTY PROGRAM UNDER CHAPTER 2175-001 OF THE TEXAS GOVERNMENT CODE	Total	54,500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		C.C.		

Authorized By: _____

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.txdps.state.tx.us

STEVEN C McGRAW
DIRECTOR
DAVID BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

April 22, 2013

Ms. Denise Hudson, Chief Financial Officer
Texas Department of Public Safety
P.O Box 4087
Austin, Texas 78773

Rudy Gomez, Surplus Sales
Phone: 512-424-2047
Fax: 512-424-2705

Dear Ms. Hudson:

Our agency desires to purchase the following vehicle (s) from the Texas Department of Public Safety. Our agency has the authority to withdraw the request to purchase at any time before delivery.

Unit Number	VIN Number	Make & Model	Price
F09-2028	2FAHP71V59X137246	Ford Crown Vic	$ 5,500.00
F09-2184	2FAHP71V89X141176	Ford Crown Vic	$ 5,500.00
F09-2206	2FAHP71V89X141193	Ford Crown Vic	$ 5,500.00
F09-2717	2FAHP71V39X148178	Ford Crown Vic	$ 5,500.00
F10-2830	2FABP7BVXAX105949	Ford Crown Vic	$ 6,500.00
F10-3394	2FABP7BV6AX133313	Ford Crown Vic	$ 6,500.00
F10-3406	2FABP7BV0AX133291	Ford Crown Vic	$ 6,500.00
F10-3443	2FABP7BV5AX135246	Ford Crown Vic	$ 6,500.00
F10-3525	2FABP7BV5AX142116	Ford Crown Vic	$ 6,500.00
TOTAL			$ 54,500.00

Signature: _____

A check payable to the Texas Department of Public Safety or cash must be submitted when the vehicles are released. Approved state agencies must notify the Department in advance if they will be purchasing through the transfer of funds (RTI system).

Purchasing Agency: Hidalgo County Sheriff's Office
Address: P.O. Box 1228
City: Edinburg, Texas 78542
Phone: (956) 383-8114

EQUAL OPPORTUNITY EMPLOYER
COURTESY • SERVICE • PROTECTION

2/2 04-22-2013 15:45:48 5124242705

AI-38525 **11. K.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Seeking ratification of fully executed Change Order No. 1 with final reconciliation of quantities reflecting a decrease of $2,950.00 with contractor Valley Paving, Inc. for Dude Hill Subdivision, Pct. No. 3 as submitted through project engineer Javier Hinojosa Engineering (C-CAP-12-208-10-16.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-234-0-731/733

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

BUDGETARY IMPACT:

P.O.#685276

Attachments

Executed Contract Dude Hill No.1 Subdivision

change order1 dude hill

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	05/01/2013 04:08 PM
Purchasing Department	Marty Salazar	05/06/2013 12:45 PM
Budget & Management	Angela Garcia	05/07/2013 04:08 PM
Olga Garza	Olga Garza	05/10/2013 04:46 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Marcie Jackson Started On: 04/30/2013 04:24 PM

Final Approval Date: 05/10/2013

HIDALGO COUNTY PRECINCT #3
BORDER COLONIA ACCESS PROGRAM
ROUND III

TECHNICAL SPECIFICATIONS FOR TURN KEY

DUDE HILL SUBDIVISION

Israel Avenue **CSJ#3C-1080-234**

JAVIER HINOJOSA ENGINEERING
416 E. DOVE AVENUE
McALLEN, TEXAS 78504
(956) 668-1588
FAX: (956) 994-8102
E-mail: javhin@rgv.rr.com
TBPE FIRM NO. F-1295

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6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

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12) General Conditions of the Agreement
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14) Standard General Condition of Construction Contract
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REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 3 with sealed bids on:
CAP-12-208-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DUDE HILL 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 **JAVIER HINOJOSA ENGINEERING, 416 E. DOVE AVENUE McAllen, Texas 78504,** Phone No **(956) 668-1588** for the amount of **$150.00.** 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 **2:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-12-208-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DUDE HILL 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.) and Urban County Program CDBG funds.

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-12-208-08-29-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR DUDE HILL SUBDIVISION"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-CAP-12-208-08-29-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR DUDE HILL SUBDIVISION"** and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, 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 BIDS-CAP-12-208-08-29-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR DUDE HILL 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. Hidalgo County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. 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

17. 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. 3- ROAD AND DRAINAGE CONSTRUCTION FOR DUDE HILL SUBDIVISION"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Colonia Access Program
302 E. State Avenue
Pharr, Texas 78577
ATTN.: Marcie Jackson, Administrative Assistant

18. Schedule of Events

Bid Opening, 9:30 AM	**Wednesday, August 29, 2012**
Award of Contract	**_____, 2012**
Commence Work or Deliver Products	_____, 2012

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY PRECINCT NO. 3
"ROAD AND DRAINAGE CONSTRUCTION FOR DUDE HILL SUBDIVISION"
BID NO.: CAP-12-208-08-29-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:	Valley Paving, Inc.
Address:	321 E. 2 Mile Line
By:	
Printed Name:	Oscar Cordova
Title:	President

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 3 (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 for Hidalgo County Pct # 3 Border Colonia Access Program.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by 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 Access Colonia Project Round III**
Grant No. 3C-1080-234
Dude Hill 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 eveidence 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 **45 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250 for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Javier Hinojosa Engineering Attn: Javier Hinojosa, P.E., 416 E. Dove Avenue, McAllen, Texas 78504** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

11. Adjustment of Sanitary Sewer manholes to be incidental to price bid for Flex Base.

12. Relocation of all mailboxes to be considered incidental to price bid for Right of Way Preparation.

PURCHASING DEPARTMENT
County Of Hidalgo

August 22, 2012

RE:
ADDENDUM NO.1
FOR BID No.: CAP-12-208-08-29-YSI
"ROAD & DRAINAGE CONSTRUCTION FOR DUDE HILL SUBDIVISON FOR HIDALGO COUNTY PRECINCT NO. 3"

Dear Gentlemen:

Attached you will find ADDENDUM NO. 1, PAGE 1 OF 6 in connection with "HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 3" -request for bids for "ROAD & DRAINAGE CONSTRUCTION DUDE HILL SUBDIVISION".

Please add this ADDENDUM NO. 1 to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 2 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 994-8102 or VIA E-MAIL (javhin@rgv.rr.com).

If you do not receive all pages of ADDENDUM NO. 1 please notify us immediately at (956) 668-1588.

Please be advised that this ADDENDUM NO. 1 will complete your bid packet for "HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 3 - ROAD & DRAINAGE CONSTRUCTION OF DUDE HILL SUBDIVISION ".

Thank you for your prompt attention to this matter.

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/vsi

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Valley Paving Inc.
COMPANY NAME

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

BID FORM

Company Name:	Valley Paving Inc.
Signature:	
Printed Name:	OSCAR CORDOVA

BID FORM

HIDALGO COUNTY PRECINCT NO. 3
BORDER COLONIA ACCESS PROJECT
CAP-12-208-08-29-YSI
ROAD AND DRAINAGE CONSTRUCTION FOR DUDE HILL SUBDIVISION

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words		Unit Price In Figures	Total Extension In Figures
PAVING							
100	6.45	STA	Preparing ROW	One thousand fifty	Dollars	$ 1050.00	$ 6772.50
					Cents		
110	985	CY	Excavation (Roadway)	Five	Dollars	$ 5.50	$ 5417.50
				Fifty	Cents		
247	2294	SY	8" Flex Base (Compl in place) (TY E GR 4)	Six	Dollars	$ 6.45	$ 14,796.30
				Forty-Five	Cents		
310	459	GAL	ASPH Matrl (MC-30)	Four	Dollars	$ 4.50	$ 2065.50
				Fifty	Cents		
340	1935	SY	ASPH Conc (TY D)(1 1/2")	Seven	Dollars	$ 7.20	$ 13,932.00
				Twenty	Cents		
502	1.5	MO	Barricades, Sign and Traffic Handling	One Thousand	Dollars	$ 1000.00	$ 1500.00
					Cents		
530	30	SY	Turnouts (ASPH-CONC-PAV)(PB-2)	Twenty	Dollars	$ 20.00	$ 600.00
					Cents		
	1	EA	Type III Barricade	Two Thousand	Dollars	$ 2000.00	$ 2000.00
					Cents		

Roadway Subtotal	$ 47,083.80

Company Name:	Valley Paving Inc.
Signature:	
Printed Name:	Oscar Cordova

DRAINAGE

530	241	SY	Driveway (ASPH-CON-PAV) (PB-1)	Thirteen Dollars Sixty-Five Cents	$	13.65	$ 3289.65
530	110	SY	Driveway (Concrete 3000 PSI)	Fifty Three Dollars Cents	$	53.00	$ 5830.00
529	1250	LF	18" Concrete Curb & Gutter	Six Dollars Twenty Cents	$	6.20	$ 7750.00
556	70	LF	18" R.C.P. Culvert	Twenty Five Dollars Cents	$	25.00	$ 1750.00
556	2	EA	Safety End Treatments	Six Hundred Dollars Cents	$	600.00	$ 1200.00

Drainage Subtotal	$9819.65

Bid Total	$ 66,908.45

BIDDER/COMPANY NAME: Valley Paving Inc.

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Oscar Cordova

TITLE: President

OPENED 9:40 8-29-12 Witnessed

[signature]

Company Name:	Valley Paving Inc
Signature:	[signature]
Printed Name:	Oscar Cordova

CONTINUATION OF BID PACKAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid within **45 calendar days** as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of 5% GMB Dollars (3,345.18), which is agreed shall be collected and retained by the **Owner** under the Conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	08/23/12		#2		
#3			#4		

Respectfully submitted,

Valley Paving Inc.
Name of Firm

By: _____ 08/29/12
Signature Date

President
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OR REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER

321 E. 2 Mile Line
Address

Mission TX 78574

956-585-5908
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: Rosie Trevino

Company Name:	Valley Paving Inc.
Signature:	
Printed Name:	Oscar Cordova

Liberty Mutual. West American Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Valley Paving, Inc.
(hereinafter called the Principal) as Principal, and West American Insurance Company , with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto Hidalgo County

(hereinafter called the Obligee) in the penal sum of

5% Greatest Amount Bid Dollars $5%
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated August 29th, 2012 for

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: August 29th, 2012

Valley Paving, Inc.
(Principal)

By: _____

West American Insurance Company

By: _____
Andy Alvarez (Attorney-in-Fact)

S-137-Rev.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4837132

This Power of Attorney limits the acts those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

WEST AMERICAN INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That West American Insurance Company (the "Company"), an Indianapolis stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **ANDY ALVAREZ, RON DUNAGAN, SHEILA DUNAGAN, ALL OF THE CITY OF MCALLEN, STATE OF TEXAS**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100********** **DOLLARS ($ 25,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:
Pursuant to Article IV, Section 12 of the By-Laws, David M. Carey, Assistant Secretary of West American Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of West American Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of September, 2011.

WEST AMERICAN CORPORATE SEAL INSURANCE COMPANY

WEST AMERICAN INSURANCE COMPANY

By _____
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of West American Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of West American Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 26, 2013
Member, Pennsylvania Association of Notaries

By _____
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of West American Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-Laws of West American Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of West American Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 29th day of August, 2018.

WEST AMERICAN CORPORATE SEAL INSURANCE COMPANY

_____
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-12-208-10-16

This Agreement, entered into this **16th** day of **October**, 2012 by and between Hidalgo County (hereinafter called the "OWNER," and, **VALLEY PAVING, INC.** (a Texas Corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

DUDE HILL SUBDIVISION

Hereinafter called the project, for the sum of **($66,903.45) Sixty Six Thousand Nine Hundred Three and Forty-Five Cents** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering**, 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 **45** 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 16, 2012.**

CONTRACTOR: _____
Print Name & Title: Oscar Cordova, President
Name of Firm: Valley Paving, Inc.
Address: 321 E. 2 Mile Line
Mission, Texas 78572
Fed I.D. #/SS #: 74-2240275

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 23rd day of October,

2012, by Oscar Cordova, President of and on behalf of Valley Paving, Inc.
(Name & Title) (A corporation)

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2015

Rosalinda Trevino
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: 12/11/12

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

Oscar Cordova, being first duly sworn, deposes and says that:

(1) He is President, of

Valley Paving, Inc., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Oscar Cordova, President
(Title)

Subscribed and sworn to before me on this 23rd

Day of October, 2012

Rosalinda Trevino

Notary Pubilic of Texas

Title

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2015

Bond#58S202426

Liberty Mutual. West American Insurance Company

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
of the Texas Government Code

KNOW ALL MEN BY THESE PRESENTS:

That Valley Paving, Inc.
(hereinafter called the Principal), as Principal, and West American Insurance Company , a corporation, with its principal office in the City of Hamilton, Ohio, licensed to do business in the State of Texas and admitted to write bonds, (hereinafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County
(hereinafter called the Obligee), as Obligee, in the amount of

Sixty Six Thousand Nine Hundred Three and 45/100*** Dollars ($ 66,903.45)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the

16th day of October , 2012

for

Dude Hill Subdivision
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH , that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

25th day of October , 2012

Witness:

_____

(If individual or firm) (Seal)

Attest: Valley Paving, Inc.
Principal

_____ By: _____
Oscar Cordova, President

(If corporation)

West American Insurance Company

By: _____
Andy Alvarez Attorney-in-Fact

S-4401

Bond# 58S202426

Liberty Mutual. West American Insurance Company

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 of the Texas Government Code

KNOW ALL MEN BY THESE PRESENTS:

That Valley Paving, Inc.
(hereinafter called the Principal), as Principal, and West American Insurance Company , a corporation, with its principal office in the City of Hamilton, Ohio, licensed to do business in the State of Texas and admitted to write bonds, (hereinafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County
(hereinafter called the Obligee), as Obligee, in the amount of

Sixty Six Thousand Nine Hundred Three and 45/100*** Dollars ($ 66,903.45)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the

16th day of October , 2012

for

Dude Hill Subdivision
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH , that if the said Principal shall promptly make payments to all claimants as defined in Chapter 2253 of the Texas Government Code, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

25th day of October , 2012

Witness:

_____

(If individual or firm) (Seal)

Attest: Valley Paving, Inc.
Principal

_____ By: _____
Oscar Cordova, President

(If corporation) West American Insurance Company

By: _____
Andy Alvarez Attorney-in-Fact

S-4400

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4837153

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

WEST AMERICAN INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That West American Insurance Company (the "Company"), an Indianapolis stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **ANDY ALVAREZ, RON DUNAGAN, SHEILA DUNAGAN, ALL OF THE CITY OF MCALLEN, STATE OF TEXAS**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100********** ******DOLLARS ($ 25,000,000.00********** ******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:
Pursuant to Article IV, Section 12 of the By-Laws, David M. Carey, Assistant Secretary of West American Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of West American Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of September, 2011.

WEST AMERICAN CORPORATE SEAL INSURANCE COMPANY

WEST AMERICAN INSURANCE COMPANY

By _____
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of West American Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of West American Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By _____
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of West American Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-Laws of West American Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of West American Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 25th day of October, 2012.

WEST AMERICAN CORPORATE SEAL INSURANCE COMPANY

_____
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

...bar... ...Dpos., ...or cl... ...ll... ...n, ...ll... ...note, ...brgt... currency rate, interest rate or residual value guarantees.

Liberty Mutual. West American Insurance Company

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at 1-800-843-6446

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
P. O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or call. 1-800-843-6446
If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al
1-800-843-6446

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P. O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

VALLPAV-01 KHARATSJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2012

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	CONTACT NAME:	
Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Valley Paving Inc 321 E 2 Mile Mission, TX 78574	INSURER A : Starr Surplus Lines Insurance Company	13604
	INSURER B : Starr Indemnity & Liability Company	38318
	INSURER C : Texas Mutual Insurance Company	22945
	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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		SLPG-GL00194-02	9/5/2012	9/5/2013	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	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)	$	
								$	
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SISCCCL01590912	9/5/2012	9/5/2013	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001196184	11/15/2012	11/15/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 11/21/2012.

Project: Dude Hill No 1 Subdivision; Contract No. C-CAP-12-208-10-16

County of Hidalgo shall be named as an Additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2012

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 STATE FARM INSURANCE ROBERT R ELIZALDE 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: Iliana Perez PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: ILIANA@ROBERTELIZALDE.COM
INSURED VALLEY PAVING, INC 321 E MILE 2 RD MISSION, TX 78574	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	Primary and Non-Contributory						PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
A	AUTOMOBILE LIABILITY	Y	N	164 4696	09/03/2012	09/03/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HIDALGO COUNTY WILL BE NAMED AS ADDITIONAL INSURED FOR:
PROJECT: DUDE HILL NO.1 SUBDIVISION
CONTRACT NO. C-CAP-12-208-10-16.

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S BUS. HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Iliana Perez

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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, Oscar Cordova, authorized representative for Valley Paving, Inc.,
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.

_____ 10/23/2012.
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, Oscar Cordova, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: Bid Bond, Performance & Payment Bonds.
3. Certificates: 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.

_____ 10/23/2017.
Authorized Signature — Date

Valley Paving, Inc.
Company

321 E. 2 Mile Line
Address

Mission, Texas 78574
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:

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 GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CL[illegible] ☐ 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

Hidalgo County
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

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 **Javier Hinojosa Engineering**.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 FR 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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

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Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in 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"

GENERAL NOTES AND STANDARD SPECIFICATIONS

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.

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 "E" 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
Triaxial Test	Tex-117-E

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

Technical Specifications

TECHNICAL SPECIFICATIONS

ITEM	DESCRIPTION
Item 247	Flexible Base
Item 340	Hot Mix Asphaltic Concrete Pavement
Item 400	Excavation and Backfill for Structures
Item 402	Trench Excavation Protection
Item 464	Reinforced Concrete Pipe
Item 479	Adjusting Manholes and Inlets
Item 502	Barricades, Signs and Traffic Handling
Item 530	Driveways and Turnouts
Item 5010	Construction Exists
Item 5249	Temporary Sediment Control Fence

ITEM 247

FLEXIBLE BASE

247.1. Description. Construct a foundation course composed of flexible base.

247.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

A. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and conforming to the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As shown on the plans
2-1/2 in.		–	0	0	
1-3/4 in.		0	0–10	0–10	
7/8 in.		10–35	–	–	
3/8 in.		30–50	–	–	
No. 4		45–65	45–75	45–75	
No. 40		70–85	60–85	50–85	
Liquid limit, % max.[1]	Tex-104-E	35	40	40	As shown on the plans
Plasticity index, max.[1]	Tex-106-E	10	12	12	As shown on the plans
Plasticity index, min.[1]		As shown on the plans			
Wet ball mill, % max.[2]	Tex-116-E	40	45	–	As shown on the plans
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	
Classification[3]	Tex-117-E	1.0	1.1–2.3	–	As shown on the plans
Min. compressive strength[3], psi					As shown on the plans
lateral pressure 0 psi		45	35	–	
lateral pressure 15 psi		175	175	–	

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.
3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

   When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

   The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.

a. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

b. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

c. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

d. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

e. **Type E.** As shown on the plans.

3. **Recycled Material.** Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

   a. **Limits on Percentage.** When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

   b. **Recycled Material (Including Crushed Concrete) Requirements.**

      (1) **Contractor Furnished Recycled Materials.** When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

      (2) **Department Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
      - Department required recycled material will not be subject to the requirements in Table 1,
      - Contractor furnished materials are subject to the requirements in Table 1 and this Item,
      - the final product, blended, will be subject to the requirements in Table 1, and
      - for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

      Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

      (3) **Department Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

   c. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

      The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.

B. **Water.** Furnish water free of industrial wastes and other objectionable matter.

C. **Material Sources.** When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

247.3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

247.4. Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

A. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

   When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

   When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying. Correct soft spots as directed.

B. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

   Place successive base courses and finish courses using the same construction methods required for the first course.

C. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

   Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

   Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

   1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.
   2. **Density Control.** Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.

      The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

D. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

E. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

247.5. Measurement. Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or cubic yard in vehicle.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

A. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.

B. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.

C. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

D. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

E. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

247.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this project, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.2, "Changes in the Work."

A. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

B. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

C. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

SPECIFICATION AS PER HIDALGO COUNTY For Colonia Program

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Hot Mix Asphaltic Concrete Pavement

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved subgrade, subbase course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 - PRODUCTS

2.01 ASPHALTIC MATERIALS:

A. Asphalt cement binders shall be uncracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open cup) Min.	T48	D92	450	450	450	425	350	
Penetration of Orig. Sample at 77	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250

Thin-Film Oven Loss, Hours at 325 F, % Max	T179		D1754	0.75		0.75		0.75	0.75	1.00	1.00
Test of Residue from Thin-Film Oven Test: % of Orig. Pen., Min.	T49	D5	52	50	50	50	50	50		
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100		
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5		
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-		

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene.

TABLE 02612-2

	OA-30		OA-175*8		OA-400			
TYPE-GRADE	Min.	Max	Min.	Max	Min.	Max		
Penetration at 32 F, 200g., 60 sec	15	--	--	--	--	--		
Penetration at 77 F, 100g., 5 sec	25	35	150	200	--	--		
Penetration at 115 F, 50g., 5 sec	--	65	--	--	--	--		
Ductility at 77 F, 5 Original OA	2	--	70	--	--	--		
Flash Point C.O.C.,F	450	--	425	--	425	--		
Softening Point, R.&B.,F	185	--	95	130	--	--		
Thin Film Oven Test, 1/8 in.Film 50 g., 5hrs.,325 F, % Loss by wt	--	0.4	--	1.4	--	2.0		
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	--	--	40	--	--	--		
Ductility of Residue at 77 F, 5								

cm/min., cms	--	--	--	100	--	--						
Solubility in Trichloroethylene, %	99.0	--	99.0	--	99.0	--						
Spot Test on Original OA	Neg.		Neg.		Neg.							
Float Test at 122 F, sec	--	--	--	--	120	150						
Test on 85 to 115 Pen.Residue*												
Residue by Wt., %	--	--	--	--	75	--						
Ductility, 77 F, 5 cm/min:												
Original Res., cms	--	--	--	--	100	--						
Subjected to Thin Film Test, cms	--	--	--	--	100	--						

*Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

**For use with Latex Additive only.

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140F Stokes	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.	0.7	--	1.1	--	1.4	--	1.9	--	2.5	--	3.5	--
Penetration, 77 F 100 g, 5 sec. .	250	--	210	--	135	--	85	--	55	--	35	--
Flash Point, C.O.C.,F. . . .	425	--	425	--	425	--	450	--	450	--	450	--
Solubility in trichloroethylene, percent. . . .	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--
Test on residues from thin film oven test: Viscosity, 140F stokes.	--	450	--	900	1500	--	3000	--	6000	--	--	12000
Ductility, 77 F, 5 cms per min,cms	100	--	100	--	100	--	70	--	50	--	30	--
Spot test. . . .	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solids basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S	70/30
Minimum solids content	67%
Solids content per gal.@ 67%	5.3 lbs.
Coagulum on 80-mesh screen	0.01% max.
Type Anti-oxidant	staining
Mooney viscosity of Polymer(M/L 4@212F)	100 min.
pH of Latex	9.4 - 10.5
Surface tension	28-42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes	1500 max.
Ductility at 39.2 F. 1 cm. per., cm	100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"D"	4.0 - 8.0	9.0 - 19.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the County and/or City. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the County and/or City.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt 64-22 (AC-20) shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30 Mechanic Testing
AASHTO T-27 Passing No. 200 Sieve
AASHTO T-89 Liquid Limit
AASHTO T-96 Los Angeles Abrasion
AASHTO T-104 Soundness (Magnesium Sulfate)
ASTM C – 131 Resistance to Degradation
ASTM C – 136 Sieve Analysis
ASTM C – 2419 Sand Equivalence Value
SDHPT Tex - 106-EMethod of Calculating Plasticity
Index of Solids
SDHPT Tex-217 – F(I & II) Determination of Deleterious
Materials and Decantation Test
SDHPT Tex-203 – FQuality Tests for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)

E. Binder aggregate to be composed of not less then 15% field sand or as directed by the engineer.

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No.4 sieve	21 to 53
Passing No.4 sieve, retained on No.10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No.10 sieve, retained on No.40sieve	6 to 32
Passing No.40 sieve, retained on No.80sieve	4 to 27
Passing No.80 sieve,retained on No.200sieve	3 to 27
Passing No.200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.20 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is 40 F and rising.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall be not less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be placed where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has bee accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat shall be evenly and uniformly applied to such existing pavement proceeding the placing of the asphalt concrete. The surface shall be free of water, all-foreign material, or dust when the tack coat is applied. No

greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 to 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlined in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95-100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein. Lime 1% by wt. of aggregate.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determined by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix.

During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

.....Percent by Weight or
.....Volume as Applicable

Passing 1-3/4" sieve, retained on 7/8" sieve	Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 3/8" sieve, retained on No.4 sieve	Plus or minus 5
Passing No.4 sieve, retained on No.10 sieve	Plus or minus 5
Total retained on No.10 sieve	Plus or minus 5
Passing No.10 sieve, retained on No.40 sieve	Plus or minus 3
Passing No.40 sieve, retained on No.80 sieve	Plus or minus 3
Passing No.80 sieve, retained on No.200 sieve	Plus or minus 3
Passing No.200 sieve	Plus or minus 3
Asphaltic Material wt or 1.2 by vol.	Plus or minus 0.05 by
Mixing Temperature	Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	Base Course
Density– Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	45	45

Combined mineral aggregate prior to additional of asphalt and mineral.

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1½ inches and less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

D. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT:

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, tine solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.
3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.
2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.
3. Three Wheel Roller. This roller shall be an acceptable power- driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.
4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight- edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.

2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. Design will be such that no part of the truck weight will be supported by the paver.

3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.

4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

2. The ENGINEER will determine a minimum placement temperature within a range from 220 F to 300 F which will produce the required density. The established placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F. If, after being discharged from the mixer and prior to placing, the temperature of asphaltic mixture is 50 F or more below the temperature established by the Engineer, all or any part of the load may be rejected and payment will not be made for rejected material.

3. A conventional paver or suitable equipment approved by the ENGINEER may be used t place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.

6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.

7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.

8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.

9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.

10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longitudnally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.

3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.

4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated.

5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.

7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.

8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.

9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.

10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.

2. Each course, after final compaction, shall have a density of not less than 96 percent of the density developed in the laboratory test method outlined in Texas SDHPT Bulletin C-14.

3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.

4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.

5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.

2. 6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 F.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.

8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.

2. When plant mix bituminous pavement is placed over plant mix bituminous treated base or when plant mixed seal coat is placed over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.

3. Transverse joints shall have a two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.

4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints.

5. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC Surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.

2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as hereinbefore specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the ENGINEER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Roadway Density

1. Roadway density shall meet requirements as outlined in the follows. One density test will be taken every 1000' which ever is less or as directed by the Engineer. The density shall be with in the limits of max 98% and min 91%. The QC/QA target density will be 96%. If, the first density test fails and additional four will be taken as director by the Engineer. When the average of five densities tests results fail to meet the specification the asphalt shall be removed and replaced to meet specification requirements as ordered by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work or as shown on the bid proposal form. Should no item be provided in bid proposal form, all work shall be subsidiary to all the items of the bid.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

END OF SECTION

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

400.2. Excavation.

(1) General. Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

(a) Disposal of Excavation. All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

(b) Excavation in Streets. Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense.

Maintenance and control of traffic shall be in accordance with the approved traffic control plan and Manual on Uniform Traffic Control Devices.

(c) Protection of Utilities. The Contractor shall conduct his work with a minimum disturbance of existing utilities and it shall be his responsibility to coordinate all work in or near the utilities with the utility owners. The Contractor shall inform utility owners sufficiently in advance of his operations to enable them to identify and locate, reroute, provide temporary detours, or to make other adjustments to utility lines in order that work may proceed with a minimum of delay. The Contractor shall cooperate with all utility owners concerned for any utility adjustments necessary.

Particular care shall be exercised to avoid the cutting or damaging of underground utility lines that are to remain in place. Such lines, if damaged shall be restored promptly and shall be handled in accordance with Article 7.11. When active sanitary sewer lines are cut during excavation operations, temporary flumes shall be provided across the excavation, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the cut sewer.

(d) Removing Old Or Abandoned Structures. When old or abandoned structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation. When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new structures, such manholes and inlets shall be removed completely to a depth one (1) foot below the bottom of the excavation. In each instance, the bottom of the excavation shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the excavation cuts through abandoned sewers, these sewers shall be removed as required to clear the new structure and plugged in a manner approved by the Engineer.

(e) Dewatering Of Excavation Area. Structures shall not be constructed or laid in the presence of water unless approved by the Engineer. Setting of precast members, placement of concrete, or pipe placing operations shall be performed on a dry firm bed. This shall be accomplished by removal of water from the surface of the bed by bailing, pumping, wellpoint installation, deep wells, french drains, or any other method approved by the Engineer.

For foundations placed in the presence of water, when approved by the Engineer, pumping or bailing from the interior of any foundation enclosure shall be done in a manner which precludes the possibility of movement of water through or alongside any concrete being placed. No pumping or bailing will be permitted during the placing of structural concrete, or for a period of at least 36 hours thereafter, unless from a suitable sump separated from the concrete work. Pumping or bailing during placement of seal concrete shall be only to the extent necessary to maintain a static head of water within the cofferdam. Pumping or bailing to dewater a sealed cofferdam shall not be started until the seal has aged at least 36 hours.

In the event that the excavation cannot be dewatered to the point where the subgrade is free of mud, or it is difficult to keep the reinforcing steel clean in cast-in-

place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

(2) Bridge Foundations and Retaining Walls. To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

(3) Culverts. For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.
When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled

with a compressible material approved by the Engineer and compacted in accordance with Article 400.5.

(4) Trench. Unless otherwise shown on the plans, all sewer pipe structures shall be constructed in an open cut with vertical sides to a point one (1) foot above the pipe. When site conditions or the plans do not prohibit the sloping of the cut, the excavation one (1) foot above the pipe may be stepped and/or the sides laid back to a stable slope. Required vertical sides shall be sheeted and braced when necessary to maintain the required vertical excavation throughout the construction period.

For all pipe sewers to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one (1) foot above the top of the pipe, after which excavation for the pipe shall be made as noted above.

Unstable or incompressible material shall be removed in accordance with Subarticle 400.2.(3). For unstable trench conditions requiring outside forms, seals, sheeting and bracing, or where ground water is encountered, any additional excavation and backfill required shall be done at the Contractor's expense for trenches up to five (5) feet in depth.

400.3. Cofferdams. The term cofferdam designates any temporary or removable structure constructed to hold the surrounding earth, water, or both out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination of these. The "cofferdam" shall also include the use of pumping wells or well points used for the same purpose. The cost of cofferdams shall be included in the price bid for excavation except where temporary special shoring is shown on the plans to provide excavation protection.

For sheet pile or other types of cofferdams which require internal bracing, the Contractor shall submit details and design calculations bearing the seal of a Registered Professional Engineer for review. The maximum stresses shall not exceed 125 percent of the working allowable stresses used by the Department for the design of structures. The interior dimensions of cofferdams shall provide sufficient clearance for the construction, inspection (inside and outside), and removal of any required forms and to permit pumping outside the forms. In general, sheet pile cofferdams shall extend well below the bottom of the footings and any concrete seal and shall be well braced and as watertight as practicable.

Concrete for foundation seals, unless otherwise specified shall be Class E concrete in accordance with Item 421, "Portland Cement Concrete." The concrete seal shall be placed in accordance with Item 420, "Concrete Structures." Seal concrete when authorized by the Engineer will be paid for as provided in the various bid items. If no direct method of payment is provided in the contract for seal concrete, the work will be measured and paid for in accordance with Article 4.3. Seal placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to dewater a cofferdam and a concrete seal is to be placed around piling driven therein, the excavation shall be deep enough to allow for swell of the material during pile driving operations. After driving the piling, all swelling material shall be removed to the bottom of the seal grade. Where it is possible to dewater the cofferdam without placing a seal, the foundation material shall be removed to exact footing grades after piling are driven. Backfilling a foundation to compensate for

excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

400.4. Shaping and Bedding. For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

Three classes of bedding for trench or embankment conditions are shown in Figures 1, 2, and 3. Bedding shall be in accordance with Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material.

400.5. Backfill.

(1) General. As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources. Backfill material shall be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed roadbed or embankment shall be placed in layers not more than 10 inches in depth (loose measurement). Backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil or as shown on the plans.

Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil or as shown on the plans and shall be compacted to that density by means of mechanical tamps or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment.

When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and 10 inch lifts (loose measurement) specified above may be increased to lifts not to exceed 12 inches.

Cohesionless materials, such as sand, may be used for general backfilling purposes. Compaction of cohesionless materials shall be done with vibratory equipment, water ponding or a combination thereof.

(2) Bridge Foundations, Retaining Walls, And Culverts. No backfill shall be placed against any structure until the concrete has reached the minimum flexural strength required in Item 421, "Portland Cement Concrete."

The material used for backfilling shall be free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and shall be of a gradation that permits thorough compaction. The use of rock or gravel mixed with soil will be permitted, provided the percentage of fines is sufficient to fill all voids and insure a uniform and thoroughly compacted mass of proper density.

When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

(3) Pipe. After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Subarticle 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

400.6. Cement Stabilized Backfill. When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

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400.7. Measurement. Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will be measured by the square yard.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

Unless otherwise shown on the plans, structural excavation for pipe headwalls, inlets, manholes, culvert widening (extensions) 15 feet or less in length, bridge abutments, retaining walls and side road and private entrance pipe culverts will not be measured but shall be considered subsidiary to the various bid items.

For culvert widening (extensive) greater than 15 feet, quantities for structural excavation will be shown on the plans.

Structural excavation will be measured by the cubic yard computed by the method of average end areas using the following limits to establish templates for measurement:

(1) For all excavation requiring measurement, except that required for the barrels of pipe culverts; for structural plate structures no material outside of vertical planes one (1) foot beyond the edges of the footings and parallel thereto will be included, unless otherwise shown on the plans. When the plans provide the Contractor the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

(2) For pipes 42 inches or less in nominal or equivalent diameter, no material outside of vertical planes one (1) foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. For pipes more than 42 inches in nominal or equivalent diameter, no material outside of vertical planes located two (2) feet beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. Excavation for pipes shall be measured between the extreme ends of the completed structure, including any end appurtenances, as shown on the plans and from centerline to centerline of inlets, manholes, etc., therein. When excavation for appurtenances is measured for payment, the limits of excavation for the pipes shall not overlap those of the appurtenances.

(3) For structural plate structures no material outside of vertical planes three (3) feet beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the excavation shall be extended for measurement to vertical planes located at one-half of the span beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto.

(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as "Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

(11) Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.

(12) Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

(13) Where rock, or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade, which is directed by the Engineer to be removed, will be measured for payment.

(14) No allowance will be made for any variance from plan quantity incurred by an alternate bid.

(15) Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized by the Engineer.

(16) Cement stabilized backfill will be measured in accordance with the backfill diagram shown on the plans. The quantity of "Cement Stabilized Backfill" shown on the plans shall be considered as final quantities and no further measurement will be required. Changes in alignment or grade as authorized by the Engineer will be measured for payment.

(17) The work to be done in the cutting and restoring of pavement will be measured in accordance with the dimensions shown on the plans. The excavation below the pavement and/or base shall be measured as structural excavation of the pertinent type.

400.8. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Bridge)," "Structural Excavation (Culvert, Small)," "Structural Excavation (Culvert, Large)," "Structural Excavation (Trench)," "Structural Excavation (Riprap)," "Cement Stabilized Backfill" and "Cutting and Restoring Pavement."

Payment for removal and replacement of unstable or incompressible material below the footing grades of culverts as provided for in Subarticle 400.2.(3) will be made as follows:

> When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement stabilized base, cement stabilized backfill or other special material, payment for excavation below the footing grades shall be made at the unit price bid for "Structural Excavation" of the pertinent type. Payment for furnishing, hauling, placing and compacting the flexible base, cement stabilized base, cement stabilized backfill or other special materials will be made at the unit price bid for these items in the contract or in accordance with Article 4.3. in cases where the required material is not a bid item.

Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type. This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars ($15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

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ITEM 402

TRENCH EXCAVATION PROTECTION

402.1. Description. This Item shall govern for the excavation protection required for the trenches in excess of five (5) feet deep, including all additional excavation, backfill, pavement reconstruction and repair made necessary by the protection system, in accordance with this Item.

A trench shall be defined as a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less (measured at the bottom of the excavation), the excavation is also considered to be a trench. In addition, "Trench Excavation Protection" will not be limited to these applications, but may be used wherever deemed expedient and proper to the ensuing work.

402.2. Construction Methods. Trench Excavation Protection shall be as required by the provisions of Part 1926, Subpart P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations.

402.3. Measurement. This Item will be measured by the linear foot along the centerline of trench where the depth of trench exceeds five (5) feet.

402.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection". This price shall be full compensation for all excavation and backfill; for furnishing, placing and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

No payment will be made for excavation protection made necessary due to the selection of an optional design or sequence of work that creates the need for the protection system.

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ITEM 464

REINFORCED CONCRETE PIPE

464.1.1. Description.

This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A *

Arch Pipe

Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13 1/2	22
2	21	15 1/2	26
3	24	18	28 1/2
4	30	22 1/2	36 1/4
5	36	26 5/8	43 3/4
6	42	31 5/16	51 1/8
7	48	36	58 1/2
8	54	40	65
9	60	45	73
10	72	54	88

TABLE B *

Horizontal Elliptical Pipe

Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

Error! Reference source not found. C76	**C655**
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatites - % Ash, % by weight	28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's

recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	TEST METHOD	ANALYSIS
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	TEST METHOD	REQUIREMENT	
		Type 1	Type 2
Ductility @ 77 F (cm), min.	Tex-503-C	5.0	5.0
Softening Point, F	Tex-505-C	275	275
Penetration			
32 F (300g) 60 sec., min.	Tex-502-C	65	
77 F (150g) 5 sec.	Tex-502-C	50-120	50-120
115 F (150g) 5 sec., max.	Tex-502-C	150	

464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter 18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear 0'-9" Distance Between Pipes	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of

pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4.Measurement.

This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety

end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5. Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 479

ADJUSTING MANHOLES AND INLETS

479.1. Description. This Item shall govern for adjusting or capping of existing manholes or inlets as shown on the plans and in accordance with this Item or as directed by the Engineer. Subject to the approval of the Engineer, prefabricated metal extension rings may be furnished for the adjustment of manholes. Drainage junction boxes will be classified as manholes.

479.2. Materials. Manholes or inlet rings, plates, grates and covers, and brick in good condition, removed from the manholes and inlets in the process of abandonment, capping or adjustment, may be reused. Additional materials when required shall conform to the pertinent provisions of Item 465, "Manholes and Inlets".

479.3. Construction Methods. Manholes or inlet rings, covers, plates, and grates shall be removed carefully and the contact areas shall be cleaned of all mortar and grease. Rings, covers, plates, or grates broken in the process of removal and cleaning shall be replaced by the Contractor at his expense.

When prefabricated metal extension rings are furnished, they may be either single piece or multiple piece as necessary for the amount of adjustment. They shall be installed in accordance with the manufacturer's instructions.

If the adjustment involves lowering the top of a manhole or inlet, a sufficient depth of brick courses or concrete shall be removed to permit reconstruction on a batter not exceeding one (1) inch horizontal to two (2) inches vertical. In the case of brickwork, the mortar shall be cleaned from the top course of brick remaining in place and from all brick to be reused and the manhole or inlet rebuilt to the original top dimensions. The manhole or inlet ring, cover, plate, or grate shall then be installed with the top conforming to the proposed new surface.

If the adjustment involves raising the elevation of the top of manhole or inlet, the top surface of brick or concrete shall be cleaned and built up vertically to the new elevation using new brick, brick salvaged from other manhole or inlet adjustments, concrete rings or Class "A" concrete, and the ring, cover, plate, or grate installed with the top conforming to the proposed new surface.

When capping of an inlet or manhole is required, it shall be removed to a minimum of one (1) foot below subgrade elevation or as otherwise indicated on the plans, and capped as shown on the plans.

All work shall be in accordance with Item 465, "Manholes and Inlets".

Excavation and backfill shall conform to Item 400, "Excavation and Backfill for Structures".

479.4. Measurement. Manholes or inlets completely adjusted, or capped as prescribed above, will be measured as each manhole or inlet adjusted.

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Highway: VARIOUS SUBDIVISIONS

479.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adjusting Manholes", "Adjusting Inlets", or "Adjusting Manholes and Inlets". This price shall be full compensation for furnishing all required materials, including backfill as required, excavation, tools, labor, equipment, and incidentals required to complete the work..

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 502

BARRICADES, SIGNS AND TRAFFIC HANDLING

502.1. Description.

This Item shall govern for providing, installing, moving, replacing, maintaining, cleaning and removing upon completion of work, all barricades, signs, cones, lights and other such type devices and of handling traffic as indicated on the plans or as directed by the Engineer.

502.2. Construction Methods.

All barricades, signs and other types of devices listed above shall conform to details shown on the plans or those indicated in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

For this project a Traffic Control Plan (TCP), responsive to the TMUTCD, has been established by the Engineer. The Contractor may propose his own TCP. Contractor-proposed major modifications to the Traffic Control Plan shall bear the seal of a Registered Professional Engineer. If his plan is approved in writing by the Engineer, it may be used. Prior to beginning work, the Contractor shall designate, in writing, a competent person who will be responsible and available on the project site
or in the immediate area to insure compliance with the TCP. The Engineer will designate a qualified Departmental person to observe implementation and who will have authority to assure compliance with the TCP.

All retro- reflective traffic control devices such as barricades, vertical panels, signs, etc., shall be maintained by cleaning, replacing or a combination thereof such that during darkness and rain the retro-reflective characteristics shall equal or exceed the retro-reflective characteristics of the standard reflective panels in the Engineer's possession.

502.3. Measurement.

This Item will be measured by the unit of measure "month" as indicated on the plans.

502.4. Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs and Traffic Handling". This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified.

Payment will be made on the following basis:

(1) The total payment for this Item will not exceed 10 percent of the total contract amount prior to "Final Acceptance". The portion of the contract amount for this Item in excess of 10 percent of the total contract amount, less any adjustments as specified below, will be paid on the next monthly estimate cycle after the retainage estimate.

(2) Payment for this Item will begin on the first payable monthly construction estimate after barricades, signs and traffic handling devices have been installed in accordance with the TCP and construction has begun.

(3) Monthly payment will be made each succeeding month for this Item provided the barricades, signs and traffic handling devices have been installed and maintained in accordance with the TCP until the contract amount for Barricades, Signs and Traffic Handling has been paid unless adjusted by paragraph (4).

(4) The quantity under this Item will not exceed the total plan quantity except when additional work is added by an approved field change or extra work order. Also when work is suspended for the convenience of the Department, through no fault of the Contractor, additional quantity may be paid when approved by field change.

(5) An overrun of the plan quantity for this Item will not be allowed for approving designs, testing, material shortages, closed construction seasons, curing periods, test periods, failure to complete the work prior to payment of the amount allowed by (1) and (3) above nor delays caused directly or indirectly by requirements of the contract.

(6) If the contract is completed prior to payment of the amount allowed by (1), (3) and (7), the balance due will be paid on the next monthly estimate cycle after the retainage estimate. When the plans establish pay items for particular work called for in the TCP and/or plans, that work will be measured and paid for under the governing items.

(7) If the Contractor fails, within the time frame established by the Engineer, to provide or properly maintain signs and barricades in compliance with the contract requirements, as determined by the Engineer, the Contractor will be considered in non-compliance with this Item and no payment will be made for this Item for the month(s) in question.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 530

INTERSECTIONS DRIVEWAYS AND TURNOUTS

530.1. Description. Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts. Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.
Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders. Turnouts include but are not limited to mailbox and litter barrel widenings.

530.2. Materials. Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road Mixed)"
- Item 263, "Lime Treatment (Plant Mixed)"
- Item 275, "Cement Treatment (Road Mixed)"
- Item 276, "Cement Treatment (Plant Mixed)"
- Item 292, "Asphalt Treatment (Plant Mix)"
- Item 316, "Surface Treatments"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot Mix–Cold Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot Mix Asphalt Concrete Pavement (Method)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

530.3. Construction. Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown in the plans for intersections.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

530.4. Measurement. This Item will be measured by each intersection, driveway, or turnout, or by the square yard of the final pavement surface. When "Intersections, Driveways, and Turnouts" or "Driveways and Turnouts" are bid, measurement will be restricted to the square yard.

530.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified (Concrete, Asphaltic Concrete Pavement, or Surface Treatment).
This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid Items. Bonus and penalties for quality control and quality assurance (QC/QA) materials will not apply when payment for those materials is made under this Item.

SPECIAL SPECIFICATION

5010

Construction Exits

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance, and removal of construction exits of the type and dimensions shown on the plans. This item will be used temporarily during construction to control the tracking of sediment, mud, gravel, etc. from a construction site or other areas identified by the Engineer to a public right of way, street, sidewalk or parking area.

2. **Materials.** All materials shall meet the applicable requirements as indicated below for the specified type of construction exit.

   (1) **Rock Construction Exit.** Rock used for long- and short-term construction exits shall consist of crushed stone. The aggregates shall be clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

   (2) **Timber Construction Exit.** Timber for long-term construction exits shall consist of treated railroad ties and timbers. The railroad ties and timbers shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Timber shall be fastened with nuts and bolts or lag bolts all of which shall meet or exceed ASTM-A307.

   Timber for short-term construction exits shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Plywood and/or pressed wafer board shall be a minimum of 1/2 inch thick.

   (3) **Foundation Course.** The foundation course shall be flexible base, bituminous concrete, Portland cement concrete or other materials as approved by the Engineer.

3. **Construction Methods.** When tracking conditions exist, traffic shall not be allowed to cross or leave the construction site and move directly onto a public roadway, alley, sidewalk, parking area, or other right of way in areas other than at locations of construction exits. Construction exits can be either for long or short term use. Foundation courses, if needed, shall be used with the long-term construction exits.

   (1) **Long-Term Construction Exit.** The exit shall be placed over a foundation course, if needed. The foundation course and/or compacted subgrade shall be properly graded to direct runoff from the construction exit to a sediment trap as shown on the plans or as directed by the Engineer. The exit shall normally be constructed a minimum length of 50 feet. The width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic but shall not be less than full width of all points of ingress and egress and shall be sufficient for all ingress and egress.

      (a) **Type 1 Construction Exit.** This exit shall consist of open-graded crushed stone with a size of four to eight inches as shown on the plans. The depth of the aggregate shall not be less than eight inches.

      (b) **Type 2 Construction Exit.** This exit shall be constructed of treated railroad ties and timbers as shown on the plans.

   (2) **Short-Term Construction Exit.**

      (a) **Type 3 Construction Exit.** This exit shall be either open-graded crushed stone with a size of two to four inches, or plywood or wafer board. This exit shall be used for daily operations when tracking conditions exist such as traffic crossing the construction site at locations where long-term exits are not practicable.

(b) **Type 4 Construction Exit.** This exit shall be as shown on the plans.

4. **Maintenance.** Exits shall be maintained in a condition which will prevent tracking or flowing of sediment onto public right of way. This may require periodic removal and replacement of stone or timber, or other material as conditions demand and repair and/or clean out of any measures used to trap sediment. Sediment spilled, dropped, washed or tracked onto public right of way shall be immediately removed by the Contractor and disposed of at an approved site and in a manner that will not contribute to additional siltation.

When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public right of way. When washing is required, the construction exit shall be graded to drain into a sediment trap or sediment basin. Sediment shall be prevented from leaving the construction site.

The construction exits shall be removed promptly when directed by the Engineer. Discarded materials shall become the property of the Contractor for his disposal at an approved site. The area beneath the construction exit and any area damaged by the removal process shall then be stabilized by the Contractor using appropriate methods as approved by the Engineer. When the Special Specification, "Temporary Erosion, Sedimentation and Water Pollution Prevention and Control" is in the contract, stabilization shall be as defined in Subarticle 4.C. of that specification.

5. **Measurement.** Construction exits will be measured by the square yard of surface area of completed and accepted work.

Each time the Engineer directs that the construction exit(or a portion thereof) be removed or removed and replaced, it will be measured for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Construction Exits", of the type specified. This price shall be full compensation for securing and furnishing all materials, including all royalty and freight involved; for loosening, blasting, excavating, screening, crushing when required; for loading all materials; for hauling and delivering to the construction site; for spreading, mixing, blading, dragging, shaping and finishing; cleaning of wheels, when necessary; maintenance (except as shown below); and for all manipulations, labor, tools and incidentals necessary to complete the work.

When the Engineer directs that the construction exit (or a portion thereof) be replaced, payment will be made at the unit price bid for "Construction Exits (Remove and Replace)", of the type specified. This price shall be full compensation for the removal and replacement of the construction exit, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

The work performed in removing the exits as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Construction Exits (Remove)", of the type specified. This price shall be full compensation for removing, loading, hauling and disposing of all materials to an approved location; for repairing the entrance; and for all manipulations, labor, tools and incidentals necessary to complete the work.

Construction of sediment traps as well as the periodic removal of accumulated sediment deposits (as described under "Maintenance") used in conjunction with the construction exit will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

SPECIAL SPECIFICATION

5249

Temporary Sediment Control Fence

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance and removal of temporary sediment control fence of the dimensions shown on the plans. This Item will be used temporarily during construction to control erosion and sedimentation.

2. **Materials.**

   (1) **Fence Description.** The fence shall be a net-reinforced fence, using woven geotextile fabric.

   (2) **Fabric.** Fabric materials shall meet the requirements of Departmental Materials Specification D-9-6230, "Temporary Sediment Control Fence Fabric".

   (3) **Posts.** Posts shall be a minimum of 48 inches long, essentially straight, and shall be wood or steel, unless otherwise shown on the plans. Soft wood posts shall be at least 3 inches in diameter or nominal 2 x 4 inches. Hardwood posts shall have a minimum cross-section of 1.5 x 1.5 inches. Steel posts shall be "T" or "L" shaped with a minimum weight of 1.3 pounds per linear foot.

   (4) **Net Reinforcement.** Net reinforcement shall be galvanized welded wire mesh of a minimum 12.5-gauge wire or equal as approved by the Engineer with a maximum opening size of 2 x 4 inches and shall be at least 24 inches wide unless otherwise shown on the plans.

   (5) **Staples.** Staples used to secure reinforcement and fabric to wood posts shall have a crown at least 3/4 inches wide and legs 1/2 inches long.

   (6) **Used Materials.** Previously-used materials from other TxDOT projects, meeting the above requirements and when approved by the Engineer, may be used. Previously used materials from within the project shall be used whenever possible.

3. **Construction Methods.** The temporary sediment control fence shall be used during construction near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. The fence may be incorporated into the erosion control measures used to control sediment in areas of higher flow. The fence installation methods shall be as specified below unless otherwise shown on the plans. The physical alignment and location of the fence shall be as shown on the plans or as directed by the Engineer.

   (1) **Installation of Posts.** Posts shall be embedded to 18 inches deep, or adequately anchored if in rock, with a spacing of 6 to 8 feet, and installed on a slight angle toward the anticipated run-off source.

   (2) **Fabric Anchoring.** Trenches shall be dug along the uphill side of the fence to anchor 6 to 8 inches of fabric. The trench shall have a minimum cross section of 6 x 6 inches. The fabric is against the side of the trench and approximately 2 inches of fabric is across the bottom in the upstream direction. The trench shall then be backfilled and hand tamped as approved by the Engineer.

   (3) **Fabric Attachment.** The reinforcement shall be attached to the end posts, if wood, by staples, or if steel, by T-clips or sewn vertical pockets at a minimum of four (4) locations. The reinforcement shall be attached to each succeeding post as approved by the Engineer. The ends of successive reinforcement sheets or rolls shall be connected at a fence post at least six (6) times with hog rings.

   The fabric shall be fastened to the top strand of reinforcement by hog rings or cord at a maximum spacing of 15 inches.

(4) **Fabric Splices.** Splices shall occur at a fence post and shall have a minimum lap of 6 inches attached in at least six (6) places. Splices in concentrated flow areas will not be permitted.

When removing temporary sediment control fence that is suitable for relocation, the Contractor shall take all necessary measures to maintain the fabric in the best condition.

Requirements for installation of used temporary sediment control fence shall include:

(1) Minimal or no visible signs of biodegradation (weak fibers)
(2) No excessive patching every 15 to 20 linear foot.
(3) Posts must not be bent and backing must not have holes.

4. **Maintenance.** The temporary sediment control fence shall be maintained in good condition (including staking, anchoring, tension adjustments, etc.) By the Contractor. All necessary work and materials to maintain the integrity of the fence, including keeping fabric free of accumulated silt, debris, etc., shall be provided until earthwork construction and permanent erosion control features are in place, and/or the disturbed area has been adequately stabilized. When the Special Specification, "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control", is in the contract, stabilization shall be as described in Subarticle 4.C. of that specification. The areas damaged by the removal process shall be stabilized by the Contractor using appropriate methods as approved by the Engineer.

Torn or punctured fabric shall be repaired by the placement of a patch consisting of an additional layer of fabric over the damaged area. The patch shall have a minimum overlap of 18 inches in all directions and be securely attached to the repaired fabric.

When the accumulated sediment deposit reaches a depth of approximately 6 inches, it shall be removed and disposed of at approved sites in a manner that will not contribute to additional siltation. If the structure ceases to function as intended, the Engineer may direct that the fence or portions thereof be replaced. Such replacement will be measured for payment.

5. **Measurement.** Temporary sediment control fence will be measured by the linear foot of fence, complete in place, measurement being made along the centerline of the top of the fence.

Each time the Engineer directs that the temporary sediment control fence (or portions thereof) be removed or removed and replaced, it will be measured by the linear foot for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Temporary Sediment Control Fence". This price shall be full compensation for furnishing, placing and maintenance of the fence (except as shown below); for all required trenching, fence posts, fabric and backfill; and for all labor, tools, equipment and incidentals necessary to complete the work.

When the Engineer directs that the temporary sedimentation control fence installation (or portions thereof) be replaced, payment will be made at the unit price, bid for "Temporary Sediment Control Fence (Remove and Replace)". This price shall be full compensation for the removal and replacement of the fence installation and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

No non-damaged material will be removed from the project until such time that no new installations or replacements will be required. All sound materials removed from project installations will be placed or stockpiled for project placement or replacement. No new material will be accepted when stockpiled material is available for use. The Contractor retains ownership of the stockpiled material.

The removal of accumulated sediment deposits, as described under "Maintenance", will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

The work performed in the final removal of the temporary sediment control fence installation as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Temporary Sediment Control Fence (Remove)". This price shall be full compensation for removing the fence from the

existing location, for stockpiling for future use, for proper disposal of damaged material, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

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.

Example:

ITEM 247	FLEXIBLE BASE (204)
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530	DRIVEWAYS AND TURNOUTS
ITEM 5010	CONSTRUCTION EXITS

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

General: The above listed specifications 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)

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: Oscar Cordova
Title: President
Telephone Number: 956-585-5908
Date: 10/23/12

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
VALLEY PAVING, INC.

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.)
321 E. 2 MILE LINE

Requester's name and address (optional)

City, state, and ZIP code
MISSION, TEXAS 78574

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
		–		–				

or

Employer identification number
7	4	–	2	2	4	0	2	7	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/23/2012

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

The 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.

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).: **1742240275400** 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:

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

VALLEY PAVING INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 19-DEC-2009, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Certificate/VID Number: 1742240275400
File/Vendor Number: 02927
Approval Date: 18-DEC-2009
Expiration Date: 18-DEC-2013

Paul A. Gibson

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

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.

1890360

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.**

Valley Paving Inc.

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.**

No Affiliation or Business Relationship with any Employee or Contractor of Hidalgo County

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

None

4

Signature of person doing business with the governmental entity

May 15, 2008

Date

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 23rd day of October, 2017.

Valley Paving, Inc.
By: Oscar Cordova, President

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.

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07	
Servicer	$ 12.34	

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the

wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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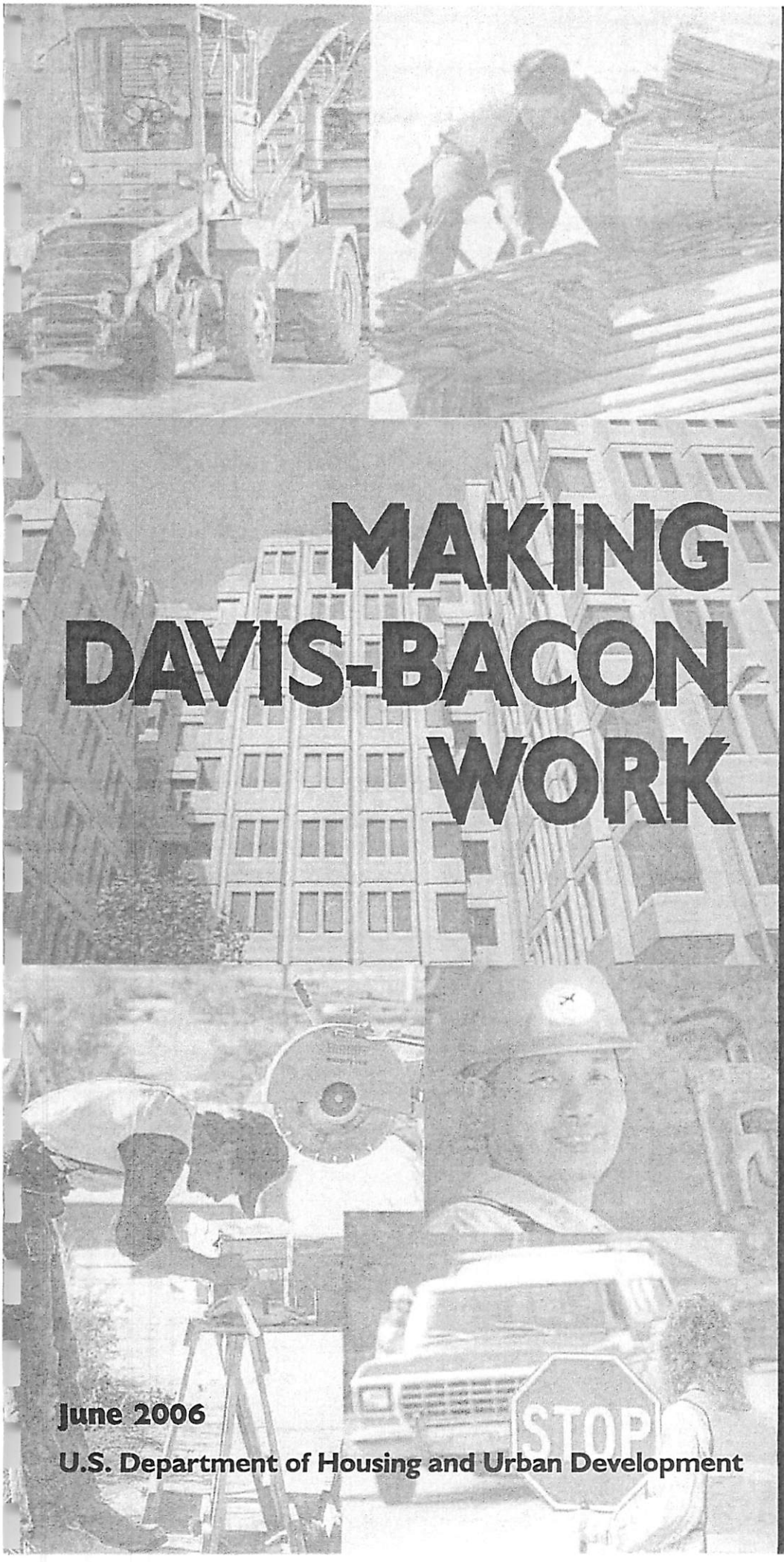
END OF GENERAL DECISION



MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

June 2006

U.S. Department of Housing and Urban Development

Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are ***assisted*** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide ***does not*** address contractor requirements involved in ***direct*** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to ***any*** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.

MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

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CHAPTER 1. Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 Davis-Bacon and Other Labor Laws

a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work ***is not*** covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the **Davis-Bacon and Related Acts or *DBRA*.**

b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to *prime contracts* of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. *(See also* Labor Relations Letter *SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provisions,* available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to ***kickback*** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** *Part 1* explains how the DOL establishes and publishes DBA wage determinations *(aka wage decisions)* and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web: ***http://www.dol.gov/dol/allcfr/Title_29/toc.htm***

1-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.

HUD program labor standards forms are available on-line at: ***www.hudclips.org/cgi/index.cgi***

b. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
www.wdol.gov

1-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the ***prime*** *or* ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. *(See Contract Administrator, below.)*

To make this Guide easier to understand, the term ***"prime contractor"*** will mean the principal contractor; ***"subcontractor"*** will mean all subcontractors including lower-tier subcontractors; and the term ***"employer"*** will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 Responsibility of the Contract Administrator

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. *For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff.* But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2. How to Comply with Labor Standards and Payroll Reporting Requirements

Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I — THE BASICS

2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The ***Davis-Bacon wage decision*** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable ***Davis-Bacon wage decision***.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. *See ¶1-3, Construction Contract Provisions.*

a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an ***additional classification and wage rate***. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. HUD Review

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. DOL Decision

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

a. Payroll Formats

The easiest form to use is DOL's WH-347, ***Payroll***. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll ***certification*** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address: ***www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.***

c. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. *(See Tip Box, below, for "no work" payroll exemption!)* However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance ***prior*** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,

for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1) **Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2) **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is *"employed"* regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics.* Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

c. Apprentices and Trainees

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

> **Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.**

1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is ***not*** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates ***provided*** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits ***do not*** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also *off-set* the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. Overtime

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. ***Remember,*** the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed ***only*** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II
REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?
The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's ***name, address*** and ***social security number***; his or her ***work classification*** (who is working for you and what do they do?), the hours worked during the week, his or her ***rate of pay***, the ***gross amount earned*** (how much did they earn?), the amounts of any ***deductions*** for taxes, etc., and the ***net amount paid*** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. Employee Information

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. Work Classification

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. Hours Worked

The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you ***do not*** participate in approved fringe benefit programs, ***add*** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1½) + $5 = $20/hour.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. Signature

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III
PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. On-Site Interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

b. Project Payroll Reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision ***or*** the employer may request an ***additional classification and wage rate*** (See ¶2-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay ***wage restitution*** to all affected reclassified employees. *(See ¶2-8 for instructions about wage restitution.)*

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. Apprentices and Trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

2) If the project is ***not*** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls ***and*** will be required to pay wage restitution if underpayments occurred. *However,* if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

l. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Employer/Prime Contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

d. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

e. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3. Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

What happens when things go wrong?

3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. Additional Classifications and Wage Rates

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1) **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. *(See ¶2-2(d), and also DOL Regulations 29 CFR 1.8.)* All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's *Administrative Review Board***. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. *(See also 29 CFR 1.9.)*

b. Findings of Underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) *or* to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments *or* to request a hearing before a DOL Administrative Law Judge (ALJ). *(See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)*

2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are

believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. ***See ¶1-4, Responsibility of the Principal Contractor, and ¶2-8, Restitution for Underpayment of Wages.***

3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments ***provided*** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

a. **Where the parties have agreed to amounts of wage restitution that are due** *but* the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶2-8(e) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed**. The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (*See ¶2-8(e) and 3-4(a)*).

   If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶3-4(c), below.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible ***(debarred)*** to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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Acronyms and Symbols

CDBG – Community Development Block Grant
CFR – Code of Federal Regulations
CPR – Certified Payroll Report
CWHSSA – Contract Work Hours and Safety Standards Act
DBA – Davis-Bacon Act
DBRA – Davis-Bacon and Related Acts
DOL – Department of Labor
FHA – Federal Housing Administration
FLSA – Fair Labor Standards Act
HUD – Housing and Urban Development (Department of)
IHA – Indian Housing Authority
LCA – Local Contracting Agency
LDP – Limited Denial of Participation
O/T – Overtime
PHA – Public Housing Agency
S/T – Straight-time
SAC – State Apprenticeship Council/Agency
TDHE – Tribally-Designated Housing Entity
§ – Section
¶ – Paragraph

Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
www.access.gpo.gov/nara/cfr/cfr-table-search.html

HUDClips (Forms and Publications):
www.hudclips.org/cgi/index.cgi

DOL Davis-Bacon and Related Acts Homepage:
www.dol.gov/esa/programs/dbra/index.htm

DOL Regulations:
www.dol.gov/dol/allcrf/Title_29/toc.htm

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/esa/programs/dbra/forms.htm

***Web addresses active as of June 2006**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	

PROJECT NAME:	WAGE DECISION NUMBER/MODIFICATION NUMBER:
PROJECT NUMBER:	PROJECT COUNTY:

WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		$
				GROUP #	BHR	TOTAL WAGE
Bricklayers			$			
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	OPERATORS FRINGE BENEFITS:		$
				GROUP #	BHR	TOTAL WAGE
Plumbers			$			
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Layers			$			$
Tapers			$			$
Tile Setters			$	TRUCK DRIVERS FRINGE BENEFITS:		$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
			$			$
			$			$
			$			$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			$		
			$		
			$		
			$		

form HUD-4720
(03/2004)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
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U.S. Department of Labor
Employment Standards Administration
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Expires: 03/31/2006

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 987; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.851

U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

Official Business
Penalty for Private Use $300

Return Service Requested

STANDARD MAIL
POSTAGE & FEES PAID
HUD
Permit No. G-795

Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING OPPORTUNITY

GPO U.S. GOVERNMENT PRINTING OFFICE: 2005-321-332

4812

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	
2. Net change by Change Order and Written Agreements(+or-):	
3. Current Contract Price (1 plus 2):	
4. Total completed and stored to date:	
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	
6. Total completed and stored to date less retainage (4 minus 5)	
7. Less previous Application for Payments:	
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(908) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ 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
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SCHEDULE OF VALUES
DUDE HILL SUBDIVISION CONTRACT NO.: C-CAP-00-000-00-00-XXX

					Dude Hill Subd. Israel Avenue CSJ#3C-1080-234					
Item	**Code**	**Item Description**	Unit							
		PAVING								
100		Preparing ROW	STA		6.45			6.45	$0.00	$0.00
110		Excavation (Roadway)	CY		985			985.00	$0.00	$0.00
247		8" Flex Base (Compl In Place) (TYE, GR 4)	SY		2294			2294.00	$0.00	$0.00
310		ASPH Matrl (MC-30)	GAL		459			459.00	$0.00	$0.00
340		ASPH Conc (TY D)(1 1/2")	SY		1935			1935.00	$0.00	$0.00
502		Barricades, Signs and Traffic Handling	MO		1.5			1.50	$0.00	$0.00
530		Turnouts (ASPH-CONC-PAV)(PB-2)	SY		30			30.00	$0.00	$0.00
		DRAINAGE								
530		Driveway (ASPH-CONC-PAV) (PB-1)	SY		241			241.00	$0.00	$0.00
530		Driveway (Concrete 3000 PSI)	SY		110			110.00	$0.00	$0.00
529		18" Concrete Curb & Gutter	LF		1250			1250.00	$0.00	$0.00
556		18" R.C.P. Culvert	LF		70			70.00	$0.00	$0.00
556		Safety End Treatments	EA		2			2.00	$0.00	$0.00
					$0.00			**TOTAL ESTIMATE**		$0.00

Form 252 (Rev. 12/92)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
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, 1998

Exhibit E-F

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:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-K

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

We estimate that it will take an average of 58 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-K

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:	
NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.551

Exhibit E-K

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 _____

Exhibit E-L

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-M

_____ Contractor Name

_____ Starting Date

_____ Project Ending Date

_____ Retainage Percent

Summary					
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Engineer's / County Project Description

Application No.: _____
Application Date: _____
Period To: _____
Engineer's / County Project No.: _____

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	6" 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-O

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct 3

Joe M. Flores, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

Dude Hill 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: Valley Paving, Inc.

Project Engineer: Javier Hinojosa Engineering

CHANGE ORDER NUMBER ONE (1)

Project: Hidalgo County Precinct No. 3 Road and Drainage Construction for Dude Hill Subdivision (CSJ#3C-1080-234)

DATE OF ISSUANCE: April 24, 2013 EFFECTIVE DATE: _____

OWNER: Hidalgo County
OWNER'S CONTRACT NO: C-CAP-12-208-10-16

CONTRACTOR: Valley Paving, Inc.
321 E. 2 Mile Line
Mission, Texas 78572

ENGINEER: Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504

You are directed to make the following changes in the Contract Documents.

Description: Final Reconciliation of Quantities (See Attachment "A")

Reason for Change Order: Final Reconciliation of Quantities.

Attachments: Final Reconciliation of Quantities (See Attachment "A")

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ $66,903.45	Original Contract Time for Substantial Completion: 45 calendar days or dates
Net Changes from previous Change Order $ $0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ $66,903.45	Contract Time prior to this Change Order Substantial Completion: 45 calendar days or dates
Net **Decrease** of this Change Order $ $2,950.00	Net Increase/Decrease of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ $63,953.45 Net % difference from original contract price. 4.41%	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Javier Hinojosa, P.E.
Javier Hinojosa Engineering
Date: 4/25/13

APPROVED:
By: _____
Owner (Authorized Signature)
Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Date: 5/1/13

ACCEPTED:
By: _____
(Authorized Signature)
Oscar Cordova, President
Valley Paving, Inc.
Date: 4-25-13

Exhibit E-B

AI-38527 **11. L.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Child Protection Court:

Requesting authority to enter into a 36-month new copier (capital) lease for a WC5845P copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Child Protection Court through Requisition #234865 in the amount of $166.66/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-055-001-0-780

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

BUDGETARY IMPACT:

Funds available in Req# 234865 to cover payments for the remaining of the year. (May-December)

Attachments

Requisition

Quote

Capital Log Sheet

Web Price

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/08/2013 08:46 AM
Budget & Management	Angela Garcia	05/08/2013 02:11 PM
Obdett Calzada	Obdett Calzada	05/09/2013 11:00 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Matilde Faz Started On: 04/30/2013 04:45 PM

Final Approval Date: 05/10/2013

Requisition

Req # 00234865

PO #

Date: 04/11/13

Consent #38527 5/14/13

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: CHILD PROTECTION COURT
100 E. CANO, SECOND FLOOR
EDINBURG TX 78539

Contact: LSILVA
956-318-2671

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHILD PROTECTION COURT TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION SMARTBUY PURCHASE ORDER DO NOT DUPLICATE ORDER		
1.00	EACH	CO NEW 36 MONTH (CAPITAL) COPIER LEASE 985-13-06002-5 (EQUIPMENT) XEROX WORKCENTRE 5845APT & OFFSET CATCH TRAY: BASE UNIT UP TO 45PP, INCLUDES 4 TRAYS, PRINT CONTROLLER, COLOR SCANNING PRICE INCLUDES 20,000 MONTHLY IMPRESSIONS ALL EXCESS PRINTS AT $.0091 EACH CONTRACT INCLUDES: DELIVERY & INSTALLATION ALL SUPPLIES INCLUDING STAPLES, EXCEPT PAPER	.00	.00
8.00	MONTH	CO NEW 36 MONTH LEASE 985-13-06002-6 (BASE LEASE PRICE)	153.11	1,224.88
8.00	MONTH	CO NEW 36 MONTHS LEASE 985-13-06005-7 BASIC FINISHER	13.55	108.40
		Account No	Encumbrance	
		3-1100-412-00-055-001-0-780	1,333.28	
			Freight	.00
			Total	1,333.28
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

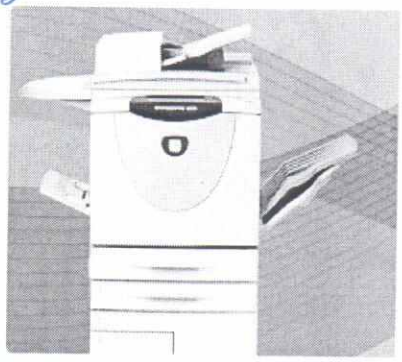
Authorized By: _____

Child Protection Court
100 E. Cano 2nd Floor
Edinburg, TX 78539
(Litricia Silva)
#234865

XEROX 985-L2 LEASE

PRICING

XEROX WORKCENTRE 5845P



WORKCENTRRE 5845APT & OFFSET CATCH TRAY: Base unit up to 45pp,Includes 4 Trays, Print Controller, Color Scanning,

Price includes

Price includes 20,000 monthly impressions all excess prints at $.0091 each

5845PT		985-13-06002-5
36 month term	$153.11	985-13-06002-6
Basic finisher	$ 13.55	985-13-06005-7
Total Base	$ 166.66	

Cash Price $ 5,999.76

Contract Includes

- Delivery & Installation
- All supplies including staples, except paper

xerox

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	WC5845P	$172.09	N	N	36	60	$6,195.24	$6,195.24	Capital Lease
4/24/2013	260	Right of Way Dept	234582	985-L2	4/24/2013	WC7556	$495.77	N	N	36	60	$17,847.72	$17,847.72	Capital Lease
4/16/2013	122	Pct 2 Admin Dept	233802	985-L2	4/16/2013	IR-4025	$104.14	N	N	36	60	$3,749.04	$3,749.04	Capital Lease
5/14/2013	55	Child Protection Crt	234865	985-L2	5/14/2013	WC5845P	$166.66	N	N	36	60	$5,999.76	$5,999.76	Capital Lease
4/30/2013	22	Court at Law 2	230890	985-L2	4/30/2013	WC7530P	$273.93	N	N	36	60	$9,861.48	$9,861.48	Capital Lease
												$0.00		

234865

98513060025N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range II WorkCentre 5845APT & 58OCT: Base Unit, Up to 45 ppm. Includes SPDH 4 Trays & Print Controller & Color Scanning, Initialization Kit	TX	ea	0.00
98513060026N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range II 5845APT & 58OCT. 36 Month Lease. Includes 20,000 copies. Overage Charge Per Copy $0.0091 Each	TX	mo	153.11
98513060057N/A	11604680204	Xerox Corporation, Office Equipment	AUSTIN	Low Range IIBAS30FIN - Basic Office Finisher. 36 Month Lease. (replaces OCT listed with mainframe)	TX	mo	13.55

AI-38538 **11. M.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Application for Payment No.4 in the amount of $139,442.70 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: 2013 ACCT. #: 3-1312-431-00-122-596-0-731/733

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

BUDGETARY IMPACT:

P.O.#684943 for Asago, LLC DBA Asago Construction

Amount available as of 5/8/2013 (3-1312-431-00-122-596-0-731) $ 93,099.43
Less Payment #4 $ 79,505.10
Amount o/s pending to be paid $ 13,594.33

Amount available as of 5/8/2013 (3-1312-431-00-122-596-0-733) $ 68,788.00
Less Payment #4 $ 59,937.60
Amount o/s pending to be paid $ 8,850.40

Attachments

Application for Payment No.4 Rancho Escondido Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	05/01/2013 04:08 PM
Purchasing Department	Marty Salazar	05/06/2013 12:46 PM
Budget & Management	Angela Garcia	05/07/2013 04:09 PM
Obdett Calzada	Obdett Calzada	05/08/2013 10:20 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Marcie Jackson Started On: 05/01/2013 11:13 AM

Final Approval Date: 05/10/2013

APPLICATION FOR PMT #4

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: 17-Apr-2013

1.	Original Contract Price:		$ 363,487.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 16,076.33
3.	Current Contract Price (1 plus 2):		$ 379,563.33
4.	Total completed and stored to date:	$ Percent Complete: 96.13%	$ 364,875.33
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 36,487.53	
	10% of stored material:	$ -	
	Total Retainage:		$ 36,487.53
6.	Total completed and stored to date less retainage (4 minus 5):		$ 328,387.80
7.	Less previous Application for Payments:		$ (188,945.10)
8.	Balance to Finish:		$ 14,688.00
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 139,442.70

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 #4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4/23/2013
Asago Construction
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 23rd day of April, 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 4/24/13
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: , P.E.

REQ# 226374 P.O.# 684943
3-1312-431-00-122-596-0-731→$88,339.00
<-8,833.90>=$79,505.10

REQ# 226374 P.O.# 684943
3-1312-431-00-122-596-0-733→$66,597.33
<-6,659.73>=$59,937.60

INVOICE RECEIVED BY: ON 5/1/13
GOODS/SERVICES RECEIVED BY: ON 5/1/13

Asago, LLC dba Asago Construction	Contractor Name
12/7/2012	Starting Date
4/5/2013	Project Ending Date
10%	Retainage Percent

Application No:	4
Application Date:	2/8/2013
Period To:	4/17/2013
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	Payment Application No.4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080596	RANCHO ESCONDIDO	$ 363,487.00	$ 379,563.33	$ 68,618.00	$ 60,736.00	$ 80,585.00	$ 154,936.33	$ 364,875.33	$ 14,688.00	$ 36,487.53	$ 328,387.80	$ 188,945.10	$ 139,442.70
		$ 363,487.00	$ 379,563.33	$ 68,618.00	$ 60,736.00	$ 80,585.00	$ 154,936.33	$ 364,875.33	$ 14,688.00	$ 36,487.53	$ 328,387.80	$ 188,945.10	$ 139,442.70

Contractor Name: Asago Construction
Starting Date: 7-Dec-2012
Project Ending Date: 5-Apr-2013
Project Desc: Rancho Escondido Subdivision

Application: PMT #4
Application Date: 8-Feb-2013
Period To: 17-Apr-2013
Engineer's Project No.: ENG05 012H

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Change Order #3 Revised Schedule Value: Revised Rates	Change Order #3 Revised Schedule Value: Quan	Change Order #3 Revised Schedule Value: Dollars	Application #1: Monthly Quan	Application #1: QTY to Date	Application #1: Item Cost (Monthly)	Application #2: Monthly Quan	Application #2: QTY to Date	Application #2: Item Cost (Monthly)	Application #3: Monthly Quan	Application #3: QTY to Date	Application #3: Item Cost (Monthly)	Application #4: Monthly Quan	Application #4: QTY to Date	Application #4: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		ROADWAY																						
1	110	Excavation (Roadway)	CY	$ 4.00	6,468.00	$ 25,872.00	$ 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	$ -	2,154.00	6,468.00	$ 8,616.00	$ 25,872.00	0.00	$ -
2	132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	CY	$ 10.00	65.00	$ 650.00	$ 10.00	65.00	$ 650.00	13.00	13.00	$ 130.00	30.00	43.00	$ 300.00		43.00	$ -	22.00	65.00	$ 220.00	$ 650.00	0.00	$ -
3	164	Cell Fiber Seeding (Temp) (Warm) (Seeding for Erosion)	CY	$ 0.35	4,090.00	$ 1,431.50	$ 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	$ 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	$ 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	$ 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	$ -	712.00	2,156.00	$ 17,800.00	$ 53,900.00	0.00	$ -
7	280	Lime Treated Subgrade (6")	SY	$ 1.00	11,266.00	$ 11,266.00	$ 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	$ -	3,718.00	11,266.00	$ 3,718.00	$ 11,266.00	0.00	$ -
8	262	Lime Treatment for Base Course (8")	SY	$ 1.00	10,803.00	$ 10,803.00	$ 1.00	10,803.00	$ 10,803.00		-	$ -	7,238.00	7,238.00	$ 7,238.00		7,238.00	$ -	3,565.00	10,803.00	$ 3,565.00	$ 10,803.00	0.00	$ -
9	262	Lime Treatmen Type A or B)	TON	$ 200.00	157.00	$ 31,400.00	$ 200.00	157.00	$ 31,400.00	40.00	40.00	$ 8,000.00	65.00	105.00	$ 13,000.00		105.00	$ -	52.00	157.00	$ 10,400.00	$ 31,400.00	0.00	$ -
10	310	Prime Coat (MC-30)	GAL	$ 7.00	1,912.00	$ 13,384.00	$ 7.00	1,912.00	$ 13,384.00		-	$ -		-	$ -	800.00	800.00	$ 5,600.00	1,112.00	1,912.00	$ 7,784.00	$ 13,384.00	0.00	$ -
11	340	Asph Conc ACP Surface (TY "D") (1.5")	SY	$ 6.00	9,558.00	$ 57,348.00	$ 6.00	9,558.00	$ 57,348.00		-	$ -		-	$ -	3,866.00	3,866.00	$ 23,196.00	5,692.00	9,558.00	$ 34,152.00	$ 57,348.00	0.00	$ -
12	502	Barricades, Signs and Traffic Handling	LS	$ 530.00	3.00	$ 1,590.00	$ 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		3.00	$ -	$ 1,590.00	0.00	$ -
13	506	Construction Exits (Ty II) (Install)	SY	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	84.00	84.00	$ 252.00		84.00	$ -		84.00	$ -		84.00	$ -	$ 252.00	0.00	$ -
14	506	Construction Exits (Ty II) (Remove)	SY	$ 1.00	84.00	$ 84.00	$ 1.00	84.00	$ 84.00		-	$ -		-	$ -		-	$ -	84.00	84.00	$ 84.00	$ 84.00	0.00	$ -
15	560	Mailboxes	EA	$ 100.00	41.00	$ 4,100.00	$ 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	$ 400.00	5.00	$ 2,000.00		-	$ -		-	$ -		-	$ -	5.00	5.00	$ 2,000.00	$ 2,000.00	0.00	$ -
		TOTAL ROADWAY				**$ 219,602.00**			**$ 219,602.00**			**$ 45,928.00**			**$ 44,956.00**			**$ 29,326.00**			**$ 88,339.00**	**$ 208,549.00**		**$ 11,053.00**
		DRAINAGE																						
1	110	Excavation Channel	CY	$ 8.00	300.00	$ 2,400.00	$ 8.00	300.00	$ 2,400.00	300.00	300.00	$ 2,400.00		300.00	$ -		300.00	$ -		300.00	$ -	$ 2,400.00	0.00	$ -
2	432	Concrete Riprap (Cl C)	SY	$ 250.00	7.00	$ 1,750.00	$ 250.00	7.00	$ 1,750.00		-	$ -		-	$ -	3.50	3.50	$ 875.00		3.50	$ -	$ 875.00	3.50	$ 875.00
3	464	RCP (CL III) (18")	LF	$ 30.00	443.00	$ 13,290.00	$ 30.00	443.00	$ 13,290.00	303.00	303.00	$ 9,090.00	140.00	443.00	$ 4,200.00		443.00	$ -		443.00	$ -	$ 13,290.00	0.00	$ -
4	465	Inlet (Type "C") (3X3 Grate)	EA	$ 2,500.00	2.00	$ 5,000.00	$ 2,500.00	2.00	$ 5,000.00	2.00	2.00	$ 5,000.00		2.00	$ -		2.00	$ -		2.00	$ -	$ 5,000.00	0.00	$ -
5	465	Inlet (Type "A")	EA	$ 2,500.00	2.00	$ 5,000.00	$ 2,500.00	2.00	$ 5,000.00		-	$ -	2.00	2.00	$ 5,000.00		2.00	$ -		2.00	$ -	$ 5,000.00	0.00	$ -
6	465	Storm Sewer Manhole	EA	$ 3,000.00	3.00	$ 9,000.00	$ 3,000.00	2.00	$ 6,000.00	1.00	1.00	$ 3,000.00		1.00	$ -	1.00	2.00	$ 3,000.00		2.00	$ -	$ 6,000.00	0.00	$ -
7	467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	EA	$ 800.00	4.00	$ 3,200.00	$ 800.00	4.00	$ 3,200.00	4.00	4.00	$ 3,200.00		4.00	$ -		4.00	$ -		4.00	$ -	$ 3,200.00	0.00	$ -
8	481	PVC Pipe (8")	LF	$ 25.00	36.00	$ 900.00	$ 25.00	36.00	$ 900.00		-	$ -		-	$ -	36.00	36.00	$ 900.00		36.00	$ -	$ 900.00	0.00	$ -
9	506	Temp Sedmt Cont Fence (Install)	LF	$ 1.00	180.00	$ 180.00	$ 1.00	180.00	$ 180.00		-	$ -		-	$ -	180.00	180.00	$ 180.00		180.00	$ -	$ 180.00	0.00	$ -
10	529	Concrete Curb & Gutter (Ty "A") (Barrier)	SY	$ 7.00	5,905.00	$ 41,335.00	$ 7.00	5,905.00	$ 41,335.00		-	$ -	940.00	940.00	$ 6,580.00	2,712.00	3,652.00	$ 18,984.00	2,253.00	5,905.00	$ 15,771.00	$ 41,335.00	0.00	$ -
11	529	6" Concrete Valley Gutter	LF	$ 15.00	180.00	$ 2,700.00	$ 15.00	180.00	$ 2,700.00		-	$ -		-	$ -	80.00	80.00	$ 1,200.00	100.00	180.00	$ 1,500.00	$ 2,700.00	0.00	$ -
12	530	Driveways (Asphalt, Concrete, Pavement)	SY	$ 20.00	1,221.00	$ 24,420.00	$ 20.00	1,621.00	$ 32,420.00		-	$ -		-	$ -	403.00	403.00	$ 8,060.00	1,080.00	1,483.00	$ 21,600.00	$ 29,660.00	138.00	$ 2,760.00
13	530	Driveways (Concrete)	SY	$ 30.00	1,157.00	$ 34,710.00	$ 30.00	1,327.00	$ 39,810.00		-	$ -		-	$ -	602.00	602.00	$ 18,060.00	725.00	1,327.00	$ 21,750.00	$ 39,810.00	0.00	$ -
14	1002	Sanitary Sewer Line Adjustment	EA	$ -	0.00	$ -	$ 1,426.33	1.00	$ 1,426.33		-	$ -		-	$ -		-	$ -	1.00	1.00	$ 1,426.33	$ 1,426.33	0.00	$ -
15	xxx	8" 45 Degree Elbows	EA	$ -	0.00	$ -	$ 700.00	2.00	$ 1,400.00		-	$ -		-	$ -		-	$ -	2.00	2.00	$ 1,400.00	$ 1,400.00	0.00	$ -
16	xxx	8" Cleanout	EA	$ -	0.00	$ -	$ 1,400.00	1.00	$ 1,400.00		-	$ -		-	$ -		-	$ -	1.00	1.00	$ 1,400.00	$ 1,400.00	0.00	$ -
17	530	Driveways (Concrete 6")	EA	$ -	0.00	$ -	$ 50.00	35.00	$ 1,750.00		-	$ -		-	$ -		-	$ -	35.00	35.00	$ 1,750.00	$ 1,750.00	0.00	$ -
		TOTAL DRAINAGE				**$ 143,885.00**			**$ 159,961.33**			**$ 22,590.00**			**$ 15,780.00**			**$ 51,259.00**			**$ 66,597.33**	**$ 156,326.33**		**$ 3,635.00**
		TOTAL BASE AMOUNTS:				**$ 363,487.00**			**$ 379,563.33**			**$ 68,618.00**			**$ 60,736.00**			**$ 80,585.00**			**$ 154,936.33**	**$ 364,875.33**		**$ 14,688.00**

Prepared and Checked By: Printed Name: Javier Gutierrez Date: 4/23/13

Signature:

AI-38544 **11. N.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of the following with REIM Construction, Inc. contracted vendor for Val Bar Subdivision Pct. No. 2 as submitted through project engineer R. Gutierrez Engineering. (C-CAP-12-207-10-23):
a. Application for payment No. 2 (Final) in the amount of $2,635.87;
b. Application for payment No. 3 (Retainage Release) in the amount of $10,511.88;
c. "Certificate of Construction Completion" reflecting the completion date of March 11, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: Fund 1200&1312

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

BUDGETARY IMPACT:

PO # 686600 available balance as of 5-10-13 $2,928.74

By account:
3-1200-431-00-122-767-0-731 $ 426.07
3-1312-431-00-122-767-1-733 $2,502.67

FISCAL YEAR: 2013 ACCT. #: Retainage Payable

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

BUDGETARY IMPACT:

Available balance in retainage payable as of 5-10-13:
3-1200-206-00-122-026-0-000 $ 377.51
3-1312-206-00-000-040-0-000 $9,841.50

From Payment No. 2 (Final) 292.87 (2,928.74*.1)

Attachments

Certificate of Construction Completion Val Bar Subdivision

app pymt2 valbar

app pymnt 3 valbar

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	05/01/2013 04:08 PM

Purchasing Department	Marty Salazar	05/06/2013 12:46 PM
Budget & Management	Angela Garcia	05/07/2013 04:10 PM
Manuel Chapa	Manuel Chapa	05/10/2013 03:58 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Marcie Jackson Started On: 05/01/2013 01:13 PM

Final Approval Date: 05/10/2013

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 11TH DAY OF March 2013 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: October 23, 2012
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: REIM Construction, Inc.
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Val Bar Subdivision

CONTRACT NO: C-CAP-12-207-10-23
Located in or near the City/Precinct of Precinct No.2

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$ 103,429.61
Present Amount of Contract	$ 105,118.84
Total Amount of earned to Date	$ 105,118.84
Less: previous payments	$ 91,971.09
Balance	$ 13,147.75
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 13,147.75

6. That the final payment in the amount of Thirteen Thousand One Hundred Forty-Seven Dollars and Seventy-Five Cents ($13,147.75) is now due and payable.

P.E.

Engineer's Signature

CONCURRED BY:

REM Construction Inc.

Contractor's Name

By: [signature]

Title: President

CONCURRED BY:

Hidalgo County Judge

By: Ramon Garcia

Title: Hidalgo County Judge

APPLICATION FOR PAYMENT NO. 2 FINAL

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: REIM Construction, Inc. (CONTRACTOR)
Contract: C-CAP-12-207-10-23
Project: Val Bar Subdivision
OWNER's Contract No. C-CAP-12-207-10-23 ENGINEER's Project No. ENG05.012J
For Work accomplished through the date of: 11-Mar-2013

1.	Original Contract Price:		$ 103,429.61
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 1,689.23
3.	Current Contract Price (1 plus 2):		$ 105,118.84
4.	Total completed and stored to date:		$ 105,118.84
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 10,511.88	
	10% of stored material:	$ -	
	Total Retainage:		$ 10,511.88
6.	Total completed and stored to date less retainage (4 minus 5):		$ 94,606.96
7.	Less previous Application for Payments:		$ (91,971.09)
8.	Balance to Finish:		$ -
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 2,635.87

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 FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 25-Apr-13
REIM Construction, Inc.
CONTRACTOR
By: Amigo P. Ramos

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 24th day of April, 2013
Yadira Yvette Garcia
Notary Public
My Commission expires: 6-18-13

YADIRA YVETTE GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES JUNE 18, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/25/2013
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: Ramon Gutierrez, P.E.

INVOICE RECEIVED BY: Maria Jaco ON 4/30/13
GOODS/SERVICES RECEIVED BY: Maria Jaco ON 4/30/13

REQ# 228184 P.O.# 686600
3-1200-431-00-122-767-0-731→$426.07
<-42.60>=$383.47

REQ# 228184 P.O.# 686600
3-1312-431-00-122-767-1-733→$2,502.67
<-250.27>=$2,252.40

REIM Construction, Inc.	Contractor Name
31-Jan-2013	Starting Date
1-Apr-2013	Project Ending Date
10%	Retainage Percent

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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	N
3C1080767	VAL BAR SUBDIVISION	$ 103,429.61	$ 105,118.84	$ 102,190.10	$ 2,928.74	$ -	$ 105,118.84	$ -	$ 10,511.88	$ 94
		$ 103,429.61	$ 105,118.84	$ 102,190.10	$ 2,928.74	$ -	$ 105,118.84	$ -	$ 10,511.88	$ 94

Contractor Name: REIM Construction, Inc.
Starting Date: 31-Jan-2013
Project Ending Date: 1-Apr-2013
Project Desc: Val Bar Subdivision

Application: FINAL PMT
Application Date: 25-Apr-2013
Period To: 11-Mar-2013
Engineer's Project No.: ENG05.012J

				Original Schedule Value			Change Order #1 Revised Schedule Value			Application #1			Final Application				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																
1	110	Excavation (Roadway)	CY	$ 6.94	1,191.00	$ 8,265.54	$ 6.94	1,191.00	$ 8,265.54	1,191.00	1,191.00	$ 8,265.54		1,191.00	$ -	$ 8,265.54	0.00	$ -
2	132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	CY	$ 7.53	7.00	$ 52.71	$ 7.53	7.00	$ 52.71	7.00	7.00	$ 52.71		7.00	$ -	$ 52.71	0.00	$ -
3	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.54	711.00	$ 383.94	$ 0.54	711.00	$ 383.94	711.00	711.00	$ 383.94		711.00	$ -	$ 383.94	0.00	$ -
4	164	Cell Fiber Seeding (Temp)(Cool)	SY	$ 0.54	711.00	$ 383.94	$ 0.54	711.00	$ 383.94	711.00	711.00	$ 383.94		711.00	$ -	$ 383.94	0.00	$ -
5	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.58	1,422.00	$ 824.76	$ 0.58	1,422.00	$ 824.76	1,422.00	1,422.00	$ 824.76		1,422.00	$ -	$ 824.76	0.00	$ -
6	247	Flexible Base (Compl In Place) (Ty E) (Gr 4) (10")	CY	$ 25.45	614.00	$ 15,626.30	$ 25.45	614.00	$ 15,626.30	614.00	614.00	$ 15,626.30		614.00	$ -	$ 15,626.30	0.00	$ -
7	260	Lime Treatment for Base Courses (6")	SY	$ 2.98	2,946.00	$ 8,779.08	$ 2.98	2,946.00	$ 8,779.08	2,946.00	2,946.00	$ 8,779.08		2,946.00	$ -	$ 8,779.08	0.00	$ -
8	260	Lime (TY A or B)	TON	$ 211.87	10.50	$ 2,224.64	$ 211.87	10.50	$ 2,224.64	10.50	10.50	$ 2,224.64		10.50	$ -	$ 2,224.64	0.00	$ -
9	310	Prime Coat (MC-30)	GAL	$ 5.37	513.00	$ 2,754.81	$ 5.37	513.00	$ 2,754.81	513.00	513.00	$ 2,754.81		513.00	$ -	$ 2,754.81	0.00	$ -
10	340	Asph. Conc. Pav. TY "D" (1 1/2")	SY	$ 8.31	2,566.00	$ 21,323.46	$ 8.31	2,566.00	$ 21,323.46	2,566.00	2,566.00	$ 21,323.46		2,566.00	$ -	$ 21,323.46	0.00	$ -
11	502	Barricades, Signs & Traffic Handling	MO	$ 566.69	2.00	$ 1,133.38	$ 566.69	2.00	$ 1,133.38	2.00	2.00	$ 1,133.38		2.00	$ -	$ 1,133.38	0.00	$ -
12	506	Construction Exits (Ty II)(Install)	SY	$ 20.29	168.00	$ 3,408.72	$ 20.29	168.00	$ 3,408.72	168.00	168.00	$ 3,408.72		168.00	$ -	$ 3,408.72	0.00	$ -
13	506	Construction Exits (Ty II)(Remove)	SY	$ 4.63	168.00	$ 777.84	$ 4.63	168.00	$ 777.84	168.00	168.00	$ 777.84		168.00	$ -	$ 777.84	0.00	$ -
14	560	Mailboxes (Single)	EA	$ 172.08	29.00	$ 4,990.32	$ 172.08	29.00	$ 4,990.32	29.00	29.00	$ 4,990.32		29.00	$ -	$ 4,990.32	0.00	$ -
15	644	Small Road Sign Assemblies (Ty A)	EA	$ 426.07	1.00	$ 426.07	$ 426.07	1.00	$ 426.07	-	-	$ -	1.00	1.00	$ 426.07	$ 426.07	0.00	$ -
		TOTAL ROADWAY				$ 71,355.51			$ 71,355.51			$ 70,929.44			$ 426.07	$ 71,355.51		$ -
		DRAINAGE																
1	506	Temp Sediment Control Fence	LF	$ 2.67	24.00	$ 64.08	$ 2.67	24.00	$ 64.08	24.00	24.00	$ 64.08		24.00	$ -	$ 64.08	0.00	$ -
2	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 9.15	1,650.00	$ 15,097.50	$ 9.15	1,650.00	$ 15,097.50	1,650.00	1,650.00	$ 15,097.50		1,650.00	$ -	$ 15,097.50	0.00	$ -
3	531	Concrete Sidewalk (4")	SY	$ 38.06	22.00	$ 837.32	$ 38.06	21.00	$ 799.26	18.00	18.00	$ 685.08	3.00	21.00	$ 114.18	$ 799.26	0.00	$ -
4	464	RCP (CL III) (18")	LF	$ 37.26	68.00	$ 2,533.68	$ 37.26	68.00	$ 2,533.68	68.00	68.00	$ 2,533.68		68.00	$ -	$ 2,533.68	0.00	$ -
5	467	Safety End Treatments (18") (6:1)	EA	$ 607.92	2.00	$ 1,215.84	$ 607.92	2.00	$ 1,215.84	2.00	2.00	$ 1,215.84		2.00	$ -	$ 1,215.84	0.00	$ -
6	530	Driveways (Ty PRB-1)	SY	$ 16.53	357.00	$ 5,901.21	$ 16.53	304.00	$ 5,025.12	317.00	317.00	$ 5,240.01	(13.00)	304.00	$ (214.89)	$ 5,025.12	0.00	$ -
7	530	Driveways (CONCRETE)	SY	$ 41.99	153.00	$ 6,424.47	$ 41.99	215.00	$ 9,027.85	153.00	153.00	$ 6,424.47	62.00	215.00	$ 2,603.38	$ 9,027.85	0.00	$ -
		TOTAL DRAINAGE				$ 32,074.10			$ 33,763.33			$ 31,260.66			$ 2,502.67	$ 33,763.33		$ -
		TOTAL BASE AMOUNTS:				$ 103,429.61			$ 105,118.84			$ 102,190.10			$ 2,928.74	$ 105,118.84		$ -

Printed Name: Javier Gutierrez Date: 4/25/13

Signature:

Contract Time Statement

Val-Bar Subdivision

PAY REQUEST 2 / FINAL CONTRACTOR REIM Construction, Inc.

PROJECT NO. C-CAP-12-207-10-23 City Alamo, Texas DATE WORK BEGAN 1/28/2013

TIME COMPUTED FROM 1/31/2013 DATE WORK COMPLETED 3/11/2013

MONTH	DATE OR DAYS	WORKING DAYS	DAYS CREDITED	DESCRIPTION
March	1	1		Work on project
	2	1		Weekend (No work done)
	3	1		Weekend (No work done)
	4	1		**Work on Project - Project Substantially Complete**
	5			Work on project (No puchlist needed - project looks OK)
	6			Work on project
	7			Work on project
	8			
	9			Weekend (No work done)
	10			Weekend (No work done)
	11			Final Walk Through done - All OK
	12			
	13			
	14			
	15			
	16			
	17			
	18			
	19			
	20			
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	22			
	23			
	24			
	25			
	26			
	27			
	28			
	29			
	30			
	31			
TOTALS		4	0	

NO. OF CONTRACT CALANDER DAYS 60 NO. CALANDER DAYS CHARGED TO DATE 33

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $. TOTAL

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR)

Ram , P.E.

PROJECT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

APPLICATION FOR PAYMENT NO. 3 RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: REIM Construction, Inc. (CONTRACTOR)
Contract: C-CAP-12-207-10-23
Project: Val Bar Subdivision
OWNER's Contract No. C-CAP-12-207-10-23 ENGINEER's Project No. ENG05.012J
For Work accomplished through the date of: 11-Mar-2013

1.	Original Contract Price:	$ 103,429.61
2.	Net change by Change Orders and Written Agreements (+ or -):	$ 1,689.23
3.	Current Contract Price (1 plus 2):	$ 105,118.84
4.	Total completed and stored to date:	$ 105,118.84
5.	Retainage (per Agreement):	
	0% of completed Work: $ -	
	10% of stored material: $ -	
	Total Retainage:	$ -
6.	Total completed and stored to date less retainage (4 minus 5):	$ 105,118.84
7.	Less previous Application for Payments:	$ (94,606.96)
8.	Balance to Finish:	$ -
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):	$ **10,511.88**

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 25-Apr-13
REIM Construction, Inc.
CONTRACTOR
By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 24th day of April, 2013

_____
Notary Public
My Commission expires: 6-18-13

YADIRA YVETTE GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES JUNE 18, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/25/2013
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: _____, P.E.

INVOICE RECEIVED BY: _____ ON 4/30/13
GOODS/SERVICES RECEIVED BY: _____ ON 4/30/13

REQ# 228184 P.O.# 686600
3-1200-206-00-122-026-0-000→$420.11
RTNG PAYBLE-REIM CONST PCT2 VAL BAR

REQ# 228184 P.O.# 686600
3-1312-206-00-000-040-0-000→$10,091.77
RTNG PAYBLE-REIM CONST PCT2 VAL BAR

REIM Construction, Inc.	Contractor Name
31-Jan-2013	Starting Date
1-Apr-2013	Project Ending Date
10%	Retainage Percent

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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	
3C1080767	VAL BAR SUBDIVISION	$ 103,429.61	$ 105,118.84	$ 102,190.10	$ 2,928.74	$ -	$ 105,118.84	$ -	$ -	$ 10
		$ 103,429.61	$ 105,118.84	$ 102,190.10	$ 2,928.74	$ -	$ 105,118.84	$ -	$ -	$ 10

Contractor Name: REIM Construction, Inc.
Starting Date: 31-Jan-2013
Project Ending Date: 1-Apr-2013
Project Desc: Val Bar Subdivision

Application: FINAL PMT
Application Date: 25-Apr-2013
Period To: 11-Mar-2013
Engineer's Project No.: ENG05.012J

				Original Schedule Value			Change Order #1 Revised Schedule Value			Application #1			Final Application				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																
1	110	Excavation (Roadway)	CY	$ 6.94	1,191.00	$ 8,265.54	$ 6.94	1,191.00	$ 8,265.54	1,191.00	1,191.00	$ 8,265.54		1,191.00	$ -	$ 8,265.54	0.00	$ -
2	132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	CY	$ 7.53	7.00	$ 52.71	$ 7.53	7.00	$ 52.71	7.00	7.00	$ 52.71		7.00	$ -	$ 52.71	0.00	$ -
3	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.54	711.00	$ 383.94	$ 0.54	711.00	$ 383.94	711.00	711.00	$ 383.94		711.00	$ -	$ 383.94	0.00	$ -
4	164	Cell Fiber Seeding (Temp)(Cool)	SY	$ 0.54	711.00	$ 383.94	$ 0.54	711.00	$ 383.94	711.00	711.00	$ 383.94		711.00	$ -	$ 383.94	0.00	$ -
5	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.58	1,422.00	$ 824.76	$ 0.58	1,422.00	$ 824.76	1,422.00	1,422.00	$ 824.76		1,422.00	$ -	$ 824.76	0.00	$ -
6	247	Flexible Base (Compl In Place) (Ty E) (Gr 4) (10")	CY	$ 25.45	614.00	$ 15,626.30	$ 25.45	614.00	$ 15,626.30	614.00	614.00	$ 15,626.30		614.00	$ -	$ 15,626.30	0.00	$ -
7	260	Lime Treatment for Base Courses (6")	SY	$ 2.98	2,946.00	$ 8,779.08	$ 2.98	2,946.00	$ 8,779.08	2,946.00	2,946.00	$ 8,779.08		2,946.00	$ -	$ 8,779.08	0.00	$ -
8	260	Lime (TY A or B)	TON	$ 211.87	10.50	$ 2,224.64	$ 211.87	10.50	$ 2,224.64	10.50	10.50	$ 2,224.64		10.50	$ -	$ 2,224.64	0.00	$ -
9	310	Prime Coat (MC-30)	GAL	$ 5.37	513.00	$ 2,754.81	$ 5.37	513.00	$ 2,754.81	513.00	513.00	$ 2,754.81		513.00	$ -	$ 2,754.81	0.00	$ -
10	340	Asph. Conc. Pav. TY "D" (1 1/2")	SY	$ 8.31	2,566.00	$ 21,323.46	$ 8.31	2,566.00	$ 21,323.46	2,566.00	2,566.00	$ 21,323.46		2,566.00	$ -	$ 21,323.46	0.00	$ -
11	502	Barricades, Signs & Traffic Handling	MO	$ 566.69	2.00	$ 1,133.38	$ 566.69	2.00	$ 1,133.38	2.00	2.00	$ 1,133.38		2.00	$ -	$ 1,133.38	0.00	$ -
12	506	Construction Exits (Ty II)(Install)	SY	$ 20.29	168.00	$ 3,408.72	$ 20.29	168.00	$ 3,408.72	168.00	168.00	$ 3,408.72		168.00	$ -	$ 3,408.72	0.00	$ -
13	506	Construction Exits (Ty II)(Remove)	SY	$ 4.63	168.00	$ 777.84	$ 4.63	168.00	$ 777.84	168.00	168.00	$ 777.84		168.00	$ -	$ 777.84	0.00	$ -
14	560	Mailboxes (Single)	EA	$ 172.08	29.00	$ 4,990.32	$ 172.08	29.00	$ 4,990.32	29.00	29.00	$ 4,990.32		29.00	$ -	$ 4,990.32	0.00	$ -
15	644	Small Road Sign Assemblies (Ty A)	EA	$ 426.07	1.00	$ 426.07	$ 426.07	1.00	$ 426.07	-	-	$ -	1.00	1.00	$ 426.07	$ 426.07	0.00	$ -
		TOTAL ROADWAY				$ 71,355.51			$ 71,355.51			$ 70,929.44			$ 426.07	$ 71,355.51		$ -
		DRAINAGE																
1	506	Temp Sediment Control Fence	LF	$ 2.67	24.00	$ 64.08	$ 2.67	24.00	$ 64.08	24.00	24.00	$ 64.08		24.00	$ -	$ 64.08	0.00	$ -
2	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 9.15	1,650.00	$ 15,097.50	$ 9.15	1,650.00	$ 15,097.50	1,650.00	1,650.00	$ 15,097.50		1,650.00	$ -	$ 15,097.50	0.00	$ -
3	531	Concrete Sidewalk (4")	SY	$ 38.06	22.00	$ 837.32	$ 38.06	21.00	$ 799.26	18.00	18.00	$ 685.08	3.00	21.00	$ 114.18	$ 799.26	0.00	$ -
4	464	RCP (CL III) (18")	LF	$ 37.26	68.00	$ 2,533.68	$ 37.26	68.00	$ 2,533.68	68.00	68.00	$ 2,533.68		68.00	$ -	$ 2,533.68	0.00	$ -
5	467	Safety End Treatments (18") (6:1)	EA	$ 607.92	2.00	$ 1,215.84	$ 607.92	2.00	$ 1,215.84	2.00	2.00	$ 1,215.84		2.00	$ -	$ 1,215.84	0.00	$ -
6	530	Driveways (Ty PRB-1)	SY	$ 16.53	357.00	$ 5,901.21	$ 16.53	304.00	$ 5,025.12	317.00	317.00	$ 5,240.01	(13.00)	304.00	$ (214.89)	$ 5,025.12	0.00	$ -
7	530	Driveways (CONCRETE)	SY	$ 41.99	153.00	$ 6,424.47	$ 41.99	215.00	$ 9,027.85	153.00	153.00	$ 6,424.47	62.00	215.00	$ 2,603.38	$ 9,027.85	0.00	$ -
		TOTAL DRAINAGE				$ 32,074.10			$ 33,763.33			$ 31,260.66			$ 2,502.67	$ 33,763.33		$ -
		TOTAL BASE AMOUNTS:				$ 103,429.61			$ 105,118.84			$ 102,190.10			$ 2,928.74	$ 105,118.84		$ -

Printed Name: Javier Gutierrez Date: 4/25/13

Signature:

AI-38561 **Purchasing Department** **11. O.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance, and approval of Invoice No. 471001/02/XV in the amount of $1,897.00 from Dannenbaum Engineering Company, contracted architect for the, "Hidalgo County-Annex Modular Buildings-Courtroom Finishes and Courthouse Site Improvements," with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-419-40-220-048-0-720

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

BUDGETARY IMPACT:

PO# 689982 available balance as of 5-10-13 $115,179.62

Previously Invoiced $86,593.71 (AI# 38013 4-16-13)

Remaining balance $28,585.91

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/09/2013 11:07 AM
Budget & Management	Angela Garcia	05/09/2013 11:32 AM
Manuel Chapa	Manuel Chapa	05/10/2013 11:18 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Rocio Villarreal Started On: 05/01/2013 04:07 PM

Final Approval Date: 05/10/2013

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

April 16, 2013

County of Hidalgo
2802 South Business Hwy 281
Edinburg, Texas 78539

Attn: ***Oscar Garza***

Ref: ***Hidalgo County Precinct 4 – Architectural Services***
Court House Annex Additions

Subj: ***Submittal of Invoice 471001/02/XV***

Dear Mr. Garza,

Enclosed please find Invoice 471001/02/XV related to architectural services performed to date for the referenced project.

The billing is for Services completed form 03/01/2013 through 03/31/2013.

Total due this invoice is: $1,897.00.

If you have any questions, please feel free to contact me at (956) 682-3677.

Sincerely,

Louis H. Jones, P.E.
President

Cc: Steve McGarraugh, AIA – Dannenbaum Engineering Company – McAllen, LLC
Richard D. Seitz, P.E. – Dannenbaum Engineering Company – McAllen, LLC
Francisco J. Montano Jr. – Dannenbaum Engineering Company – McAllen, LLC

Dannenbaum Engineering Company-McAllen LLC
1109 NOLANA, SUITE 208 * MCALLEN, TEXAS 78504 (956) 682-3677

Building Repairs and/or Additions, Renovations and Alternations to the Hidalgo County Courthouse Modular Annex located at 100 North Closner Boulevard, Edinburg, Texas, within Hidalgo County Precinct No. 4

Date: April 16, 2013
DEC Project Number: 471001
Hidalgo County Project No:

Invoice Number: 471001/02/XV
Billing Period: March, 2013

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
PRELIMINARY DESIGN						
Project Meetings & Coordination	$ 732.72	100%	$ 732.72	$ 732.72	$ -	$ -
Data Gathering & Design Criteria	$ 1,831.80	100%	$ 1,831.80	$ 1,831.80	$ -	$ -
Preliminary Design	$ 3,579.12	100%	$ 3,579.12	$ 3,579.12	$ -	$ -
FINAL DESIGN						
90% Plans	$ 15,126.80	100%	$ 15,126.80	$ 15,126.80	$ -	$ -
Final Plans	$ 3,110.10	100%	$ 3,110.10	$ 3,110.10	$ -	$ -
CONSTRUCTION PHASE						
Construction Phase	$ 6,323.34	65%	$ 4,110.17	$ 2,213.17	$ 1,897.00	$ 2,213.17
Closeout Phase	$ 1,600.74	0%	$ -	$ -	$ -	$ 1,600.74
SUBCONSULTANTS						
Survey/Civil & Electrical Eng.	$ 60,000.00	100%	$ 60,000.00	$ 60,000.00	$ -	$ -
Structural Engineering	$ 4,000.00	0%	$ -	$ -	$ -	$ 4,000.00
Landscape Architecture & Irrigation	$ 13,000.00	0%	$ -	$ -	$ -	$ 13,000.00
Geotechnical Testing & Report	$ 5,000.00	0%	$ -	$ -	$ -	$ 5,000.00
TAS Accessibility Review & Inspection	$ 875.00	0%	$ -	$ -	$ -	$ 875.00
REIMBURSABLE EXPENSES			$ 17.92	$ -	$ 17.92	
	$ 115,179.62	**77%**	**$ 88,490.71**	**$ 86,593.71**	**$ 1,897.00**	**$ 26,688.91**

Amount Due This Invoice **$ 1,897.00**

Reimbursable Expenses - Detail

Vendor	Invoice #	Invoice Date	Check #	Check Date	Amount	Multiplier	Extended Amount
Francisco Montano	3-1/3-31-13	3/25/2013	289128	3/28/2013	$ 9.04	1.1	$ 9.94
Federal Express Corp	2-213-86073	3/21/2013	289154	3/29/2013	$ 7.25	1.1	$ 7.98
							$ 17.92

AI-38566 **11. P.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current contract for "Off Premises Storage, Records Management, Pickup, Retrieval and Delivery Services" for Hidalgo County under the same rates, terms, and conditions with CTC Distributing, LTD.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1238-412-00-090-003-0-350

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

BUDGETARY IMPACT:

DC Country Rec Mgmt- Funds available as of 5/10/2013.

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-18-160-001-0-350/601

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

BUDGETARY IMPACT:

Purchasing Dept- Funds available as of 5/10/2013.

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-350

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

BUDGETARY IMPACT:

Sheriff Dept- Funds available as of 5/10/2013.

Attachments

Back up Documents

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/09/2013 11:07 AM
Budget & Management	Angela Garcia	05/09/2013 11:33 AM
Obdett Calzada	Obdett Calzada	05/10/2013 03:13 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Rocio Villarreal Started On: 05/01/2013 04:31 PM

Final Approval Date: 05/10/2013

PURCHASING DEPARTMENT
County Of Hidalgo

May 2, 2013

Brian Kelly Madden, General Manager
CTC Distributing, Ltd. Via-Email: k_madden@ctcdistributing.com
615 Blaze Blvd.
Edinburg, Texas 78539

Re: Extension of Agreement No. E-12-149-05-22-Off Premises Storage, Records Management, Pick Up Retrieval & Delivery Services for Hidalgo County

Dear Mr. Madden:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of May 14, 2013, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on May 8, 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: 5/2/2013

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/4/2013

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	CONTACT NAME: Mindy Rivera
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956)565-2481 FAX (A/C, No): (956)565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
CTC Distributing, LTD 615 Blaze Blvd Edinburg TX 78539	INSURER A : Republic Lloyds INSURER B : Texas Mutual Ins. Co. INSURER C : Hanover Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 13-14 CTC WC Renewal **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			CMP5636060	11/21/2012	11/21/2013	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 $ 200,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP 5636061	11/21/2012	11/21/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB5636062	11/21/2012	11/21/2013	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 0001176109	1/5/2013	1/5/2014	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
C	Motor Truck Cargo Warehouse Legal Liability			IHD3260703-04	6/3/2012	6/3/2013	Single Conveyance Limit	100,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Garza/MIN

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Additional Named Insureds

Other Named Insureds	
CTC asset Company, Ltd	
CTC Asset Management #1 LLC	
CTC Asset Management #2 LLC	
CTC Distributing, Ltd	
Gold Madden LLC	Limited Liability Company, Additional Named Insured
Goldman & Marcus Enterprises, Inc.	
Goldman Family Management Trust	
PODS of South Texas	
The Adobe Group, Inc.	

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employee Benefits	EBLIA		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000,000	5,000,000		10,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$150.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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PURCHASING DEPARTMENT
County Of Hidalgo

May 8, 2012

CERTIFIED MAIL
7099 3220 0002 9745 6654
k_madden@ctcdistributing.com

Brian Kelly Madden, General Manager
CTC Distributing, Ltd.
615 Blaze Blvd.
Edinburg, TX 78539

Re: Extension of Agreement No. C-11-012-05-31-Off Premises Storage, Records Management, Pick Up, Retrieval & Delivery Services for Hidalgo County

Dear Mr. Madden:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of May 22, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, May 11, 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: 5/9/2012

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
Hidalgo County Purchasing Department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/9/2012

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	CONTACT NAME: Mindy Rivera
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956)565-2481 FAX (A/C, No): (956)565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
Goldman Services, Inc., etal 615 Blaze Blvd Edinburg TX 78539	INSURER A : Republic Lloyds INSURER B : Texas Mutual Ins. Co. INSURER C : Hanover Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 12-13 CTC-WC Renewal **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			CMP5636060	11/21/2011	11/21/2012	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 $ 200,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP5636061	11/21/2011	11/21/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
	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 0001176109	1/5/2012	1/5/2013	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	Warehouse Legal			IHD3260703-02	6/3/2011	6/3/2012	Warehouse Legal Per Container	$500,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Garza/MIN

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Additional Named Insureds

Other Named Insureds	
CTC asset Company, Ltd	
CTC Asset Management #1 LLC	
CTC Asset Management #2 LLC	
CTC Distributing, Ltd	
Gold Madden LLC	Limited Liability Company, Additional Named Insured
Goldman & Marcus Enterprises, Inc.	
Goldman Family Management Trust	
The Adobe Group, Inc.	
Trappings, Inc.	

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employee Benefits	EBLIA		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$150.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-012-05-31

THIS CONTRACT is made and entered into this 31st day of May, 2011 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and **CTC Distributing, LTD.** a Texas Liability Company ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Off-Premises Storage, Records Management, Pick Up & Delivery Services" for Hidalgo County District Clerk, Purchasing Department, and Sheriff's Office;**

WHEREAS, Company submitted a bid to provide services in accordance with the specifications a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company's, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and 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 described in the Specifications for Hidalgo County District Clerk, Purchasing Department, and Sheriff's Office (the "Department"). This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

a. Storage of all new/additional records in new proper storage boxes;
b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
c. Delivery of files and/or boxes requested by Department;
d. Provision of replacement boxes at no charge to County;
e. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
f. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in Exhibit A).

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions**: For purposes of this Contract, the following terms shall mean:

a. "**Request**" for a file or box shall consist of the Department providing a written form (see Exhibit G) to Company for the exact file/box sought for Retrieval and Delivery.

b. "**Retrieval**" shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

c. "**Delivery**" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

d. "**Pick Up**" shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.

4. **Term**. This Contract shall be for a period beginning June 3, 2011 and ending on June 2, 2012 and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal**. County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service**. Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit A).

7. **Payment**. 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. The parties further agree that this Contract is on an "as-needed" basis as may be convenient and necessary for its proper records management operation and if at any time, the Department does not opt to request any Service in a particular month, no payment shall be due to Company for said month.

8. **Storage Box Specifications.** Contractor agrees to comply with the following box specifications for the storage of the Department's files:

Legal and Letter12 W X 15 L X 10 H;
Separate Cover; Triple Walled (Width);
Double Walled (Length);
Double Bottom.

9. **Bar Coding Specifications.** Contractor agrees to use the Monarch Barcode Label System bar-coding system to bar-code all files delivered to County from storage and all files picked up from County for storage. Such system is compatible with the County's internal bar-coding system and must be available at all times during the performance of this Contract.

10. As a condition of this Contract, the storage facility where County records will be stored must be located entirely within Hidalgo County.

11. Company agrees to be solely responsible for the review and compliance of all applicable statutes or regulations related to storage of public records. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations.

12. **Response Time**. The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10 a.m. and by 3 p.m. on the same day a request is made so long as such request is made no later than 1 p.m. For orders placed after 1 p.m., files and boxes shall be delivered on the next business day by 10 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

13. **Facility Condition**. Company shall provide a storage facility that is free of dust and dirt buildup. The structure shall preferably be a standalone structure, but if shared with other businesses, a firewall of approved construction shall separate the two entities. The facility shall

maintain a good fire prevention program based on good housekeeping procedures including but not limited to: (1) Smoking and use of open flame devices in storage areas shall be prohibited; (2) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness; (3) Such systems must include adequate smoke and fire early warning systems; (4) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have a manual shut-off devise to prevent unnecessary water damage to records; (5) Halon is preferred suppression system. The facility shall also be client and humidity controlled with humidity not exceeding sixty percent (60%) and the temperature shall not exceed 90 degrees Fahrenheit in the records storage area. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) exists.

14. **Pest Control and Inspections.** The Company agrees to maintain an adequate pest control program that includes at least two (2) termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service company. Proof of such inspections must be provided to the Department. Failure to provide proof of inspections within 10 days of such inspections may result in County terminating the contract without notice to vendor. The County shall be notified immediately if any insect infestation is detected inside the storage facility and immediate remediation measures shall be taken by Company to correct the infestation.

15. **Monthly Reports.** Department shall require Company to provide monthly activity reports reflecting the total number of containers in storage by media type, number of new containers (boxes) added; number of containers (boxes) permanently removed; number of boxes/files requested, number of boxes retrieved; number of boxes delivered and the number of boxes picked up for storage. In addition, the monthly report must include a list of files requested but not found. Monthly reports shall be due at the Department no later than the 10th day after the end of the month. During the first

twelve (12) months of the Contract term, the Company agrees to provide County an inventory of all files stored on site.

16. **Security**. The Company shall provide protection against sabotage, theft and vandalism. All visitors to the storage facility shall be required to register upon entrance and monitored during their stay. Exists shall also be in areas that are closely monitored.

17. **On-Site Access**. Company shall work with Department on special projects requiring temporary staging of records at the records storage facility. These projects are usually for the purpose of verifying contents, renumbering of boxes, conducting detailed searches, and for shifting files throughout a range of boxes. County agrees to provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes. Department also reserves the right to access the storage premises with reasonable written notice during regular working hours for the purposes of auditing, inspecting, and/or confirming files storage methods.

18. 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.

19. Company shall, at all times, provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. 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.

20. **Insurance**. Company shall provide insurance in force on all its vehicles and all

persons connected with providing the Services under this Contract naming County as an additional insured with coverage and in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes, and shall furnish to County certificates of such insurance coverage.

21. **Indemnification**. 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 Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

22. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

23. **Conflict of 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 and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

24. **Successors.** This Contract 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 Contract.

25. **Independent Contractor**. The Company, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of County in the provision of the Services. The County shall not control how the results or the details of the Services

are provided and/or achieved. As an Independent Contractor, Company shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Contract.

26. 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 S. Closner, Suite J Edinburg, Texas 78539
If to Company:	CTC Distributing, Ltd. Attn: Brian Kelly Madden, General Manager 615 Blaze Blvd Edinburg, Texas 78539

27. 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.

28. **Termination**. This Contract shall be in effect until (a) the Contract expires; or (b) performance of all specifications, requirements and services are completed; or (c) terminated by either party with thirty (30) days written notice with or without cause; or (d) upon award of contract to a new bidder, whichever comes first.

29. Upon the termination or expiration of the Contract, the Company shall make available to the County, any and all County records it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own facility or another facility. All such files shall be

made available to the County for transport at no additional cost to the County. **Company understands that all files held in storage on behalf of the County are important public records and are public property which must be returned to an appropriate County Official regardless of when and/or where they are located in the future.**

30. 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.

31. **TEXAS LAW TO APPLY. THIS CONTRACT 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.**

32. **Liquidated Damages**. The Company acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Department. The Company and County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the Company or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of this Contract, the Company and County agree that Company shall pay to Hidalgo County, as liquidated damages, the sum of One Thousand Dollars and no/100ths ($1,000.00) for each file or portion of a file

33. **Changes to Contract**. The County Purchasing Department may at any time, by

written order, and without notice to the Company's sureties, make reasonable changes within the general scope of the contract in any of the following: (1) method of delivery or pickup of files; (2) place of deliveries; (3) corrections of errors of a general administrative nature or other mistakes; the correction of which does not affect the scope of the contract, or does not result in expense to Company; (4) description of services to be provided which do not result in additional expenses to the Company; (5) time of performance (i.e. hours of day, days of week, etc.). All other amendments to the Contract shall be agreed to by bother parties and shall be made in writing by Contract amendment.

34. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

34. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 5/31/11

COMPANY

GR DISTRIBUTING LTD.
By:_____
Printed Name: BRIAN KELLY MADDEN
Title: PRESIDENT

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) -CHECKLIST
HIDALGO COUNTY
"OFF PREMISES RECORDS STORAGE, MANAGEMENT, PICKUP, RETRIEVAL & DELIVERY SERVICES"
Bid No: 2011-012-04-13-YZV

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications/Affidavit(s) (Attachments) consisting of 13 pages.
4. Exhibit "B" Bid Page consisting of 1 page.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page, Original must be filed by bidder at the Hidalgo County Clerk's Office.
7. Exhibit "E", State of Texas Library Commission Rules and Regulations.
8. Exhibit "F", List of Key Persons, consisting of 1 page.
9. Exhibit "G" and "H", Information Request Forms, consisting of 1 page (sample provided).
10. Vendor/Bidder Application and W-9 form consisting of 6 pages.
11. Certification Regarding Debarment consisting of 1 page.
12. Draft Service Contract consisting of 14 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

March 28, 2011
Date

PURCHASING DEPARTMENT
County Of Hidalgo

March 28, 2011

RE: Hidalgo County-Request for Bids – **"Off Premises Storage, Records Management, Pick-up, Retrieval & Delivery Services"**
RFB Nº 2011-012-04-13-YZV

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/yzv

Enclosures

Bid No: 2011-012-04-13	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY (ALL FUNDING SOURCES)
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"

BID OPENING DATE

APRIL 13, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-012-04-13-YZV-"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, APRIL 13, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2011-012-04-13-YZV-RFB-"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES – Hidalgo County** 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 - **"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY 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
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**APRIL 13, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or

public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct

business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. 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

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"

BID NO.: 2011-012-04-13-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: _____

HIDALGO COUNTY (All Funding Sources)
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"
BID № 2011-012-04-13-YZV

SPECIFICATIONS AND REQUIREMENTS:

1. Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.

2. Services will be on an **"as needed basis"**. Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that **Hidalgo County** intends to transport its (own Hidalgo County) files from the current awarded vendor's storage to its own (Hidalgo County) facility or another facility **at no additional cost to the County.**

3. The bidder must provide the following services:
   a. Storage of all new/additional records, in a new proper storage box;
   b. Pick-up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
   c. Deliver files/boxes requested by the Department;
   d. Any storage boxes requiring replacement shall be provided at no charge to the County.
   e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the District Clerk shall be kept in one location within the storage facility).
   f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
   g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.

4. For purposes of this RFB:

"Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.
"Pick-Up" is defined as the actual physical carrying and transporting of a file or box form the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

"Retrieval" shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once

because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

"Request" A request for a file or box shall consist of a County Department's designated person providing written form (See Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in #3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the "Services".

5. It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: http://www/tsl.state.tx.us/slrm/recordspubs/index.html

   a. Microfilming Standards and Procedures (Local Government Bulletin A)
   b. Electronic Records Standards and Procedures (Local Government Bulletin B)
   c. Inventory and scheduling Records (Local Government Bulletin C)
   d. Local Government Records Act (Local Government Bulletin D)

6. The Storage facility must be located entirely within Hidalgo County.

   a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.
   b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.

7. The storage facility must be free of dust and dirt buildup.

8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.

9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that my affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.

10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

    a) Smoking or use of open flame devices in storage areas shall be prohibited.
    b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.

c) Such systems must include adequate smoke and fire early warning systems.
d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records
e) Halon is a preferred suppression system (same as or equivalent too) meeting specifications of this requirements.

11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area. The temperature should be checked in summer months randomly.

12. Boxes shall not be stacked more than four (4) boxes high.

13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.

14. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) occurs.

15. The current awarded contractor for this bid is **CTC Distributing** and it does not permit the inspection of their premises by interested bid participants.

16. **Records Inventory List**: For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of **January 31, 2011** includes the following:

INVENTORY	DISTRICT CLERK'S	PURCHASING AGENT	SHERIFF'S OFFICE
Letter/Legal Size Boxes	21,150	755	993
Letter Transfer Size Boxes	0	0	0
Legal Transfer Size Boxes	0	0	0
Non-Standard Size Boxes	0	0	0
Books	0	0	0
Check Boxes	0	0	0

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact for the exact file/box being sought for Retrieval and Delivery.

18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County**. However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed. (meets minimum specifications)

Specification(s) for Storage Box:	Letter/Legal 12 W x 15 L x 10 H Separate Cover Triple Walled (Width) Double Walled (Length) Double Bottom

20. Security Guidelines: The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.

21. On-site Access: The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES.**

QUESTIONS/CONCERNS- ABOUT FILES SHOULD BE IN EMAIL FORM TO HAVE RECORDS.

23. Response Time. The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**

25. **Hours of Services Required**: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services)

26. **Monthly Reports**: Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly

report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method; vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, **APRIL 06, 2011**, 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, **APRIL 08, 2011**.

28. **TERM OF CONTRACT:** The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. **OPTION TO RENEW:** Hidalgo County may renew the contract for two (2) additional one (1) year periods except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. **GRACE PERIOD:** Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. **CONTRACT AWARD:** Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. **PURCHASE ORDER**: Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County District Clerk. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

*33. **TERMINATION:** The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by county with sixty (60) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATORS
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626

35. **ADDITIONAL PROVISION:** The following clauses or provisions must be included in the contract:

A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk, as liquidated damages, the sum of $1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. **SCOPE OF CONTRACT:** The contract for the procurement of the Services describes herein shall be as follows:

a) **A firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder.

b) Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

c) During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, THIS BID SHALL BE **ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES.** for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage. Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

The quantities stated in the **Records JANUARY 31,** 2011. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for. No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

a. Method of delivery or pickup of files
b. Place of deliveries.
c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
d. Description of services to be provided which do not result in additional expenses to the Contractor.
e. Time of performance (i.e. hours of day, days of week, etc.)
f. 37. **FUNDING:** Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2011 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. **INVOICING:** All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

39. **DESIGNATED COUNTY HOLIDAYS 2011:** No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY SCHEDULE 2011		
NEW YEAR'S DAY	FRIDAY/MONDAY	DECEMBER 31, 2010 & JANUARY 03, 2011
MARTIN LUTHER KING DAY	MONDAY	JANUARY 17, 2011
PRESIDEN'TS DAY	MONDAY	FEBRUARY 21, 2011
GOOD FRIDAY	FRIDAY	APRIL 22, 2011
EASTER	MONDAY	APRIL 25, 2011
MEMORIAL DAY	MONDAY	MAY 30, 2011
INDEPENDENCE DAY	MONDAY	JULY 04, 2011
LABOR DAY	MONDAY	SEPTEMBER 05, 2011
COLUMBUS DAY	MONDAY	OCTOBER 10, 2011
VETERAN'S DAY	FRIDAY	NOVEMBER 11, 2011
THANKSGIVING DAY	THURSDAY/FRIDAY	NOVEMBER 24 -25, 2011
CHRISTMAS DAY	FRIDAY/MONDAY	DECEMBER 23 & 26, 2011

EXHIBIT "A"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AFFIDAVIT

BEFORE ME, the undersigned _____authority on this _____day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____, bidder/offeror /contractor, of _____County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated , 2011, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

_____
Signature of Affiant

_____
Typed or Printed Name of Affiant

_____
Title of Affiant

_____
Address

SUBSCRIBED AND SWORN to before me by the said _____ this __day of _____ 2011, to certify which witness my hand and seal of office.

Notary Public in and for _____County, Texas.

_____
Typed or printed name of notary

My commission expires:

EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons.

1. _____ _____
Print Name Title

2. _____ _____
Print Name Title

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

HIDALGO COUNTY

OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES" for
RFB No. 2011-012-04-13-YZV

I. **Vehicles:** List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for each vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hidalgo County. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased

II. **System/Equipment:** List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file storage, tracking system).

III. **Staffing:** Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidalgo County? Explain staff positions and duties.

EXHIBIT "F"

KEY LIST

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for HIDALGO COUNTY
BID NO.: 2011-012-04-13-YZV

LIST OF KEY PERSONS

NAME OF INDIVIDUAL HOLDING OFFICE/POSITION	POSITION HELD
HON. RAMON GARCIA	HIDALGO COUNTY JUDGE
HON. JOEL QUINTANILLA	HIDALGO COUNTY PRECINCT NO. 1
HON. HECTOR "TITO" PALACIOS	HIDALGO COUNTY PRECINCT NO. 2
HON. JOE M. FLORES	HIDALGO COUNTY PRECINCT NO. 3
HON. JOSEPH PALACIOS.	HIDALGO COUNTY PRECINCT NO. 4
HON. GUADALUPE "LUPE" TREVIÑO	HIDALGO COUNTY SHERIFF
HON. LAURA HINOJOSA	HIDALGO COUNTY DISTRICT CLERK
MARTHA L. SALAZAR	HIDALGO COUNTY PURCHASING AGENT

EXHIBIT "G"

INFORMATION REQUEST FORM	
File № Requested:	Cause №:
Style of Case:	
Requested by (Entity):	
Picked up by:	
Signature:	Date & Time:
This is to certify that the above –named person is duly authorized to receive the information being requested herein. It is this party's responsibility to ensure the return of these documents.	
Hidalgo County District Clerk, or Assignee:	
Date & Time Returned:	
Returned by:	Signature:

Hidalgo County "Information Request Form" 3/2011

EXHIBIT "H"

REQUEST FOR EMERGENCY SERVICES

This to authorize the retrieval and delivery of records under emergency (special) circumstances mentioned in Section VI, Hours of Service Required, and Section IX Contract (Special) Provisions, of the:

"Off-Premises Storage, Records Management, Pick-Up & Delivery Services" –

_____(Entity)

I_____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit "G".

_____ _____

Type Department Head and/or Designee Date

Hidalgo County "Request for Emergency Services" 3/2011

EXHIBIT "B"

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" **for**
HIDALGO COUNTY (All Funding Sources)
BID NO.: 2011-012-04-13-YZV

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **DISTRICT CLERK'S OFFICE**

MONTHLY $_____ANNUAL$ _____

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY **PURCHASING DEPARTMENT**

MONTHLY $_____ANNUAL$ _____

During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, THIS BID SHALL BE **ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES.** Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

UNIT COST:$_____

(C) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **SHERIFF'S OFFICE**

MONTHLY $_____ANNUAL$ _____

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE $_____SIZE:_____

BID PRICE $_____SIZE:_____

EXHIBIT "B"

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" **for**
HIDALGO COUNTY (All Funding Sources)
BID NO.: 2011-012-04-13-YZV

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____ **STATE:**_____ **ZIP CODE:**_____

PHONE №:_____ **FAX №:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____ **EMAIL:**_____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ 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**				W/C 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

EXHIBIT "E"

STATE OF TEXAS LIBRARY COMMISSION RULES AND REGULATIONS

It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: http://www/tsl.state.tx.us/slrm/recordspubs/index.html

a. Microfilming Standards and Procedures (Local Government Bulletin A)
b. Electronic Records Standards and Procedures (Local Government Bulletin B)
c. Inventory and scheduling Records (Local Government Bulletin C)
d. Local Government Records Act (Local Government Bulletin D)

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.

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:

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

OPENED 9:39 4-13-11 Witnessed

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" **for** HIDALGO COUNTY (All Funding Sources)
BID NO.: 2011-012-04-13-YZV

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **DISTRICT CLERK'S OFFICE**

MONTHLY $ 24,651.00 ANNUAL$ 295,812.00

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY **PURCHASING DEPARTMENT**

MONTHLY $ 490.00 ANNUAL$ 5,880.00

During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, THIS BID SHALL BE **ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES.** Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

UNIT COST:$ .65

(C) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **SHERIFF'S OFFICE**

MONTHLY $ 645.00 ANNUAL$ 7,740.00

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE $ 2.75 SIZE: 10 x 12 x 15

BID PRICE $ 2.75 SIZE: 10 x 12 x 15

EXHIBIT "B"

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" **for**
HIDALGO COUNTY (All Funding Sources)
BID NO.: 2011-012-04-13-YZV

BIDDER/COMPANY NAME: CTC Distributing, Ltd.

ADDRESS: 615 Blaze Blvd

CITY: Edinburg **STATE:** TX **ZIP CODE:** 78539

PHONE №: 956-686-4351 **FAX №** 956-787-9801

AUTHORIZED SIGNATURE:

PRINTED NAME: Brian Kelly Madden

TITLE: General Manager **EMAIL:** k_madden@ctcdistributing.com

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/5/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Mindy Rivera
PHONE (A/C, No, Ext): (956) 565-2481
FAX (A/C, No): (956) 565-2733
E-MAIL ADDRESS: mindy@mcafeeagency.com
PRODUCER CUSTOMER ID #: 00004966

INSURED
CTC Distributing
615 Blaze Blvd
Edinburg TX 78539

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Republic Lloyds	
INSURER B: Texas Mutual Ins. Co.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 10-11WC Renewal 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			CMP5636060	11/21/2010	11/21/2011	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP5636061	11/21/2010	11/21/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 1,000,000
							Uninsured motorist combined	$ 1,000,000
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			UMB5636062	11/21/2010	11/21/2011	EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF 0001176109	1/5/2011	1/5/2012	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Hidalgo

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

Richard Garza/MIN

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Year	Make	Model	Body Type	VIN
2009	Chevrolet	Silverado	Pickup truc	3GCEK233X9G174099
1999	Big T		Utility trail	4K8AX1013X1A44980
2007	Hino	268A	Flatbed w/	5PVNJ8JR672S50226
2004	Ford		1/2 Ton Pk	1FTRX12W44NA73424
2001	Freightliner		Truck Tract	1FVABSAK21HH88932
2000	Freightliner		Truck-Tract	1FUYDSEBOUKG17787
2001	Freightliner		Truck-Tract	1FUJAHCG41LH72425
2005	Utility			1UYVS25345P488402
2000	Dorsey			1DTV11520YA278817
1996	Lufkin			1L01A5324T1123716
1996	Lufkin			1L01A5323T1122833
1996	Lufkin			1L01A5329T1123209
1996	Lufkin			1L01A5329T1123324
2005	Utility			1UYVS25355P488425
1999	Van Air Ride 53' Traile		Trailer	1PNV532B7XG308573
2001	Van Duraplate, Air Rid		Trailer	1JJV532W91L765452
2000	53' Plate Van W/Airrid		Trailer	1NNVX5329YM331144
2000	Van Air Ride 53'			1GRAA0628YB141642
2010	Ford	Expedition		1FMJU1H52AEB70570
2007	Chevrolet	Uplander		1GNDV23127D206076

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
May 31, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All Present
2. **Pledge of Allegiance** ALL
3. **Prayer** Comm Quintanilla
4. **Approval of Consent Agenda** 2w 12-A
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

7. **Constables:**

A. **AI-26802** Constable Pct. #3:
1. Approval to renew Interlocal Agreements between Hidalgo County and the following school districts - (STOP Truancy Program) for the 2011 - 2012 school year:
   a. La Joya ISD
   b. Mission CISD
   c. Sharyland ISD
2. Approval of certification of revenues, as certified by the County Auditor.
3. Approval of appropriation of funds (School Districts and local match).
4. Approval of salary schedule.

approved 1-4

8. **County Judge's Office:**

A. **AI-26871** Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

report only

9. **District Courts:**

A. **AI-26637** 370th District Court (1100):
1. Approval to adjust (increase) the salary to the following positions, effective next full pay period 06-06-11:

Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Salary Increase
0002	Court Coordinator	$58,810.00	$60,100.00	$1,290.00
0003	Asst. Coordinator	$56,730.00	$58,220.00	$1,490.00
0004	Bailiff/Interp	$43,990.00	$46,520.00	$2,530.00

approved b. Approval of 2011 appropriation of funds into Pct. 1 Road Maintenance, program #005, in the amount of $31,238.55 to fund expenditures for road construction of Moore Rd.

2. AI-26850 Pct. #2 Rd Maint. (1200):
approved Approval of 2011 appropriation of funds into Road Maintenance (program 006) in the amount of $115,000.00

3. AI-26859 Pct. #2 Rd Maint. (1200):
approved Approval of 2011 appropriation of funds into S. McColl Road (Dicker-Orangewood & .5M S. Mlty Rd) Project (program 028) in the amount of $22,000.00

4. AI-26793 District Clerk Records Management & Preservation (1235):
approved Approval of 2011 appropriation of funds for the District Clerk Records Management & Preservation (1235) in the amount of $40,127.83 to fund records storage and retrieval services and storage boxes.

22. Purchasing Department - Marty Salazar:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

nothing to report **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. Presentation for discussion, consideration and action
Including, but not limited to, the following items in connection with New Adult Detention Center:
nothing to report a-c
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
nothing to report a-c
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-26799 a. Acceptance of the scoring/evaluation grid (from the designated grading committee) for the purpose of CC to declare as "Qualified" the sole response received from Godinez Communications so as to proceed with the next phase of the procurement process-authority to negotiate; and
approved

approved b. Authority for Purchasing Department to negotiate a contract with Godinez Communications for the provision of services as requested in RFP No: 2011-117-05-04-YZV-"Professional Consulting Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies"

5. AI-26787 Acceptance and approval of the ***revised Supplemental Agreement No. 1 to Work Authorization No.1*** for "Fifteen (15) Parcels @ $5,000.00 per parcel for the amount of $75,000.00 with Four (4) Donated Parcels of a credit of $3,500.00 per parcel for a credit in the amount of $14,000.00 with grand total of $61,000.00 with TEDSI Infrastructure in connection to Contract #C-10-062-02-16 for the "Design and Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miles) for Hidalgo County Precinct No. 4" inasmuchas legal recommended some modifications to prior document.
approved

6. AI-26686 Recommending award of bid and approval of contract document to sole bidder, CTC Distributing, LTD meeting all specifications and/or requirements as attached hereto for Hidalgo County-"Off Premises Storarge, Records Management, Pick-up Retrieval & Delivery Services' RFB No. 2011-012-04-13-YZV
approved

B. Pct. 1

1. AI-26783 a. Approval of "Amendment" to the existing AIA B101-2007 (Standard Form Of Agreement between Hidalgo County (Owner) and Alcocer Garcia Associates (Architect) and AIA 201-2007 (General Conditions Of The Contract For Construction) of additional revised scope of services including revision of budget; and
approved

AI-26686 **22.A.6.**

Award of Bid "Off Premises Storage, Records Management, Pick-up Retrieval & Delivery Services"

CC REGULAR

Date: 05/31/2011
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

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Information

CAPTION

Recommending award of bid and approval of contract document to sole bidder, CTC Distributing, LTD meeting all specifications and/or requirements as attached hereto for Hidalgo County-"Off Premises Storarge, Records Management, Pick-up Retrieval & Delivery Services' RFB No. 2011-012-04-13-YZV

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1238-412-00-090-003-0-350/601
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
DC COUNTY REC MGMT-OTHER SERVICES
$133,429.17 available funds in p.o.#650839 as of 05/24/11.
$40,127.83 additional funds will be available in object code 350 as of 05/31/11, pending CC approval of appropriation of funds. REF: AI 26793.

DC COUNTY REC MGMT-OFFICE & COMPU SUPPL
$1,000.00 will be available in object code 601 as of 05/31/11, pending CC approval of appropriation of funds. REF: AI 26793.

FISCAL YEAR: 1 **ACCT. #:** 1-1100-415-18-160-001-0-350/ 601
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
PURCHASING-OTHER SERVICES
$8,411.00 available funds as of 05/24/11.

PURCHASING-OFFICE & COMPUTER SUPPLIES
$1,224.57 available funds as of 05/24/11.

FISCAL YEAR: 1 **ACCT. #:** 1-1100-421-00-280-001-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

SHERIFF-OTHER SERVICES
$2,490.00 available funds as of 05/24/11.

$2,125.00 additional funds will be available in object code 350 as of 05/31/11, pending CC approval of appropriation of funds. REF: AI 26811

SHERIFF-OFFICE & COMPUTER SUPPLIES
$56,647.33 available funds as of 05/24/11

Attachments

Link: contract
Link: TABULATION-PARTICIPATION-REC-MEMO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/18/2011 11:42 AM	APRV
2	Budget & Management	Erika Zamora	05/18/2011 11:48 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/24/2011 04:07 PM	APRV
4	Auditor's Office		05/27/2011 01:39 PM	NEW

Form Started By: Yolanda Velasquez Started On: 05/16/2011 03:21 PM
Final Approval Date: 05/27/2011

AI-38567 **11. Q.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current contract for "Leasing/Rental of Vehicles" for Hidalgo County under the same rates, terms, and conditions with Enterprise Renta A Car.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Contract is for county wide usage (object code 442) and on an as needed basis.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/09/2013 11:07 AM
Budget & Management	Angela Garcia	05/09/2013 11:33 AM
Olga Garza	Olga Garza	05/10/2013 04:18 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Rocio Villarreal Started On: 05/01/2013 04:31 PM

Final Approval Date: 05/10/2013

PURCHASING DEPARTMENT
County Of Hidalgo

May 1, 2013

Enterprise Rent A Car
Gilberto Gonzalez, Business Rental Sales Executive
615 S. Closner
Edinburg, Texas 78539

Via-Facsimile (956) 242-0745
Via-Email: Gilberto.Gonzalez@ehi.com

Re: C-12-030-02-29-Leasing/Rental of Vehicles for Hidalgo County

Dear Mr. Gonzalez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of May 14, 2013, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on May 3, 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: 5-2-13

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-030-05-08

THIS CONTRACT is made and entered into this 8th day of May ,2012 by and between the **County of Hidalgo, Texas** ("County"), and Enterprise Holding, Inc. ("Company").

WHEREAS, Company responded to request for bids for the "Lease/Rental of Vehicles"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB 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**, for a period of one (1) year term with the County's option to extend for an additional two (2) additional one (1) year terms under the same rates, terms and conditions. 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

RFB Packet within **Hidalgo County** following a request for Services by the **County** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **May 23, 2012** and ending, **May 22, 2013** and may be extended at the sole discretion of County for an additional two (2) one (1) year periods under the same rates, terms and conditions, 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
100 E. Cano
Edinburg, Texas 78539

If to Company: **Enterprise Holding, Inc.**
Attn: Gilberto Gonzalez, Business Rental Sales Executive
615 S. Closner Road
Edinburg, Texas 78539

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_____, 2012.

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 5/8/12 RO

Company: Enterprise Holdings, Inc.

By:_____

Printed Name: Gilberto Gonzala

Title: Corporate Sales Manager

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 13, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"LEASE/RENTAL OF VEHICLES"**
Bid No: 2012-030-02-29-SGS

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/sgs

Enclosures

2812 S. Business Highway 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

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY

"Lease/Rental of Vehicles"
RFB NO: 2012-030-02-29-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	5
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 Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

February 13, 2012
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES-"

RFB No.: 2012-030-02-29-SGS

Bid No: 2012-030-02-29	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x-4860

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

BID OPENING DATE:

February 29, 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 – "LEASE/RENTAL OF VEHICLES"** 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-2012-030-02-29-SGS- HIDALGO COUNTY - "LEASE/RENTAL OF VEHICLES"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 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 BIDS-2012-030-02-29-SGS RFB-HIDALGO COUNTY – "LEASE/RENTAL OF VEHICLES".** 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 - "LEASE/RENTAL OF VEHICLES"** 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 29, 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 days 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

"LEASE/RENTAL OF VEHICLES"

BID NO.: 2012-030-02-29-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES-"

RFB No.: 2012-030-02-29-SGS

EXHIBIT "A"
HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES"
RFB NO.: 2012-030-02-29-SGS

SCOPE:

Hidalgo County is seeking to contract with a qualified bidder to provide "Leasing / Rental of Vehicles" on an "As Needed Basis" to County departments including, but not limited to the following:

SPECIFICATIONS:

1. All mentioned vehicles are subject to being equal or better.

2. The contract for this project will be utilized by the HIDTA Task Force, Sheriff's Office and/or any other County Department.

3. If you are an out of town vendor, any vehicle acquired by the County will be delivered to the requesting County Department, F.O.B destination.

4. All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.

5. Vendor will provide clean and well maintained vehicles to Hidalgo County; vendor will also provide all maintenance services to keep vehicles in top working order. This includes, but is not limited to: oil changes and tire rotation as needed.

6. Permit Hidalgo County, on long term lease/rentals (six (6) months or more) to "tint" windows at its own cost and remove said "tint" prior to the return of the vehicles.

7. Permit lease/rental vehicles to be traded in/out every six (6) months and up to two (2) more times per year.

8. Depending on vendor fleet availability, lease/rentals should be new.
   Used vehicles should have an odometer reading of no more than 5,000 miles.

VEHICLES- AS LISTED BELOW:

Description of Vehicles:
Compact - i.e. Escort, Neon, Cavalier; or similar models
Intermediate - i.e. Grand Am, Stratus, Sonata, 626; or similar models
Full-Size Vehicle (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models
Minivan - i.e. Montana Voyager, Windstar, Astro Caravan; or similar models

Full size Van - i.e. Passenger, Econoline F150 250 350; or similar models
Midsize SUV 2 or 4 wheel drive- i.e. Blazer Explorer, Cherokee; or similar models
Large SUV 2 or 4wheel drive – i.e. Suburban, Excursion, Expedition; or similar models
Midsize Pickup single or double cab 2 or 4 wheel drive – i.e. Ranger, S-10; or similar models
Large Pickup single or double cab 2 or 4 wheel drive - i.e. F-150 F-250 F-350, 1500 2500 3500;or similar models

TERMS AND CONDITION:

1. The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions.

2. The County of Hidalgo 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. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. Hidalgo County reserves the right to seek services for "Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.

5. Hidalgo County reserves the right to award the bid to **one (1)** or to **multiple** bidders, which ever the County determines it is in its best interest to do so.

6. **Include** Insurance coverage for all lease/rental vehicles in your Bid Price. For long term (6 months or longer include prices with and without Insurance coverage, (see Exhibit "B"-Bid Page). **Hidalgo County will have the option to utilize its own insurance on any long term lease/rentals of (six (6) months or longer), if it is deemed in Hidalgo County's best interest to do so.**

7. Hidalgo County must also be named as an **additional insured as part of the lease/rental costs**. Insurance requirements for this project are to be maintained throughout the contract term (Refer to Limits on the Exhibit "C" for limits).

8. The County reserves the right to reject all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.

9. Any contract awarded to a successful bidder will be in effect until (a) 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. Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an "**as needed basis**". No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.

11. After bid is awarded and successful awarded contractor defaults in meeting the general Instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

12. Bidder (s) agrees that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or services to Hidalgo County.

13. **Name Brands**: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

14. **All costs and expenses associated with the preparation and submission of (bids, proposals, statement of qualifications and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price 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.

ADDITONAL INFORMATION:

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, Attn: Sandy Suarez, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or **(956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, FEBRUARY 22, 2012 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, FEBRUARY 24, 2012 by 5:00 P.M.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

RFB No.: 2012-030-02-29-SGS

EXHIBIT "B"
HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES
RFB NO.: 2012-030-02-29-SGS

BID PAGE

(COMMODITY CODE: 975-14-40)

				Long Term pricing (6 month or longer) must be with and without Insurance.	
Description of Vehicle: *Insurance coverage must be included in Bid Prices*	**Daily Total** plus free miles	**Weekly Total** plus free miles	**Monthly Total** plus free miles	**Long Term** plus free miles **With Insurance**	**Long Term** plus free miles **Without Insurance**
Compact - i.e. Escort, Neon, Cavalier; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Intermediate - i.e. Grand Am, Stratus, Sonata, 626; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Full-Size Vehicle (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Minivan - i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Midsize SUV 2 or 4 wheel drive - i.e. Blazer, Explorer, Cherokee; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Large SUV 2 or 4wheel drive - i.e. Suburban, Excursion, Expedition; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Full size Van - i.e. Passenger, Econoline F150, 250, 350; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Midsize Pickup single or double cab 2 or 4 wheel drive - i.e. Ranger, S-10; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Large Pickups single or double cab 2 or 4 wheel drive - i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles

- **24 hour Roadside assistance toll free Phone number #**_____
- **Location of Fleet:** _____

EXHIBIT "B"
HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES
RFB NO.: 2012-030-02-29-SGS

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE:_____

PHONE No: _____ CELLULAR No: _____

FAX No. _____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

RFB No.: 2012-030-02-29-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire	$
					MED 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 ☐ OTHER TORY LIMITS	
					E L. EACH ACCIDENT	$
					E L. DISEASE-EA EMPLOYEE	$
					E L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

RFB No.: 2012-030-02-29-SGS

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

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

RFB No.: 2012-030-02-29-SGS

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
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

RFB No.: 2012-030-02-29-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES
RFB NO.: 2012-030-02-29-SGS

OPENED 10:00 2-29-12 Witnessed

BID PAGE

(COMMODITY CODE: 975-14-40)

Long Term pricing (6 month or longer) must be with and without Insurance.

Description of Vehicle: *Insurance coverage must be included in Bid Prices*	**Daily Total plus free miles**	**Weekly Total plus free miles**	**Monthly Total plus free miles**	**Long Term plus free miles With Insurance**	**Long Term plus free miles Without Insurance**
Compact - i.e. Escort, Neon, Cavalier; or similar models	$ 36.50 Miles Unlimit	$ 219 Miles unlimit	$ 803 Miles 3,000 mil	$ 750.00 Miles 3,000 miles	$ 600.00 Miles 3,000
Intermediate - i.e. Grand Am, Stratus, Sonata, 626; or similar models	$ 38.50 Miles	$ 231.00 Miles	$ 847.00 Miles	$ 775.00 Miles	$ 625.00 Miles
Full-Size Vehicle (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ 40.50 Miles	$ 243.00 Miles	$ 891.00 Miles	$ 800.00 Miles	$ 675.00 Miles
Minivan - i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ 56.00 Miles	$ 336.00 Miles	$ 1,232 Miles	$ 1,100.00 Miles	$ 900.00 Miles
Midsize SUV 2 or 4 wheel drive - i.e. Blazer, Explorer, Cherokee; or similar models	$ 60.00 Miles	$ 360.00 Miles	$ 1,320 Miles	$ 1,100.00 Miles	$ 950.00 Miles
Large SUV 2 or 4wheel drive - i.e. Suburban, Excursion, Expedition; or similar models	$ 99.00 Miles	$ 594 Miles	$ 2,178 Miles	$ 1,800.00 Miles	$ 1,550.00 Miles
Full size Van - i.e. Passenger, Econoline F150, 250, 350; or similar models	$ 99.00 Miles	$ 594.00 Miles	$ 2,178 Miles	$ 1,800.00 Miles	$ 1,550.00 Miles
Midsize Pickup single or double cab 2 or 4 wheel drive - i.e. Ranger, S-10; or similar models	$ 50.00 Miles	$ 300 Miles	$ 1,100 Miles	$ 975 Miles	$ 800.00 Miles
Large Pickups single or double cab 2 or 4 wheel drive - i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	$ 65.00 Miles	$ 390.00 Miles	$ 1,430 Miles	$ 1,250.00 Miles	$ 950.00 Miles

- **24 hour Roadside assistance toll free Phone number #** 1800 307-6666
- **Location of Fleet:** Edinburg TX - no delivery fee

* Unlimited miles on Daily and Weekly rates *

* 3,000 free miles on monthy and long term rentals *

EXHIBIT "B"
HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES
RFB NO.: 2012-030-02-29-SGS

BIDDER/COMPANY NAME: Enterprise Rent A Car

ADDRESS: 615 S. Closner

CITY: Edinburg STATE: TX ZIP CODE: 78539

PHONE No: (956) 227-6149 CELLULAR No: (956) 227-6149

FAX No. (956) 242-0745

AUTHORIZED SIGNATURE: Gilbert Gonzalez

PRINTED NAME: Gilberto Gonzalez

TITLE: Business Rental Sales Executive

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/27/2012

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
Marsh USA Inc.
701 Market Street
Suite 1100
St. Louis, MO 63101

ENTER -STND-GAW-11-12 NA EHI

INSURED
Enterprise Holdings, Inc.
and its subsidiaries
600 Corporate Park Drive
St. Louis, MO 63105

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Co. of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-003930199-10 **REVISION NUMBER:** 4

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			HC2E-GLSA-474M7351-TCT-11	09/01/2011	09/01/2012	EACH OCCURRENCE	$ 3,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Fire Damage (Any One Fire)						PERSONAL & ADV INJURY	$ 3,000,000
							GENERAL AGGREGATE	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC							$
A	AUTOMOBILE LIABILITY			HE-EAP-474M7302-TCT-11	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] SIR $2,000,000							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HC2J-UB-474M7050-11 (AOS)	09/01/2011	09/01/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)		N/A	HRJ-UB-474M7062-11 (WI)	09/01/2011	09/01/2012	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: GPBR: N/A; Location: Various
Hidalgo County is added as an additional insured where required by written contract. Any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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AI-38569 **11. R.**

CC CONSENT

Meeting Date: 05/14/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 3 (Final) in the amount of $142,392.15, from Jimmy Closner & Sons Construction Co., Inc., contracted vendor for Casa De Los Vecinos Subdivision (Pct. 3) as submitted by Javier Hinojosa Engineering project engineer (C-CAP-12-197-10-16.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-141-0-731/733

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

BUDGETARY IMPACT:

Available funds as of 5/10/13 (P.O.#685258).

Attachments

Application for Payment No.3 Final Casa De Los Vecinos Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	05/01/2013 04:52 PM
Purchasing Department	Marty Salazar	05/06/2013 12:51 PM
Budget & Management	Angela Garcia	05/07/2013 04:11 PM
Olga Garza	Olga Garza	05/10/2013 04:29 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Marcie Jackson Started On: 05/01/2013 04:40 PM

Final Approval Date: 05/10/2013

APPLICATION FOR PAYMENT NO.3 FINAL

To: HIDALGO COUNTY (OWNER)
From: JIMMY CLOSNER & SONS CONSTRUCTION COMPANY, INC. (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR CASA DE LOS VECINOS SUBDIVISION
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR CASA DE LOS VECINOS SUBDIVISION
Owner's Contract No. C-CAP-12-197-10-16 Engineer's Project No.
For Work accomplished through the date of: April 18, 2013

1. Original Contract Price:	$392,013.75
2. Net change by Change Order No. 1 and Written Agreements(+):	$12,250.00
3. Current Contract Price (1 plus 2):	$404,263.75
4. Total completed and stored to date:	$404,263.75
5. Retainage (per Agreement):	
10% of completed Work: $40,426.38	
_____ of stored material	
Total Retainage:	$40,426.38
6. Total completed and stored to date less retainage (4 minus 5)	$363,837.38
7. Less previous Application for Payments:	$221,445.22
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$142,392.16

Accompanying Documentation:

1. Application and Certification of Payment
2. Schedule of Values
3. Estimate Quantity Update Worksheet
4. List of Suppliers and Sub-contractors
5. Partial Waiver of Liens (Suppliers)
6. TxDot Form 252 Contract Time Statement
7. Payroll Report w/signed Wage Form

REQ# 226919 P.O.# 685258
3-1312-431-00-123-141-0-731→$115,263.00
<-11,526.30>=$103,736.70
REQ# 226919 P.O.# 685258
3-1312-431-00-123-141-0-733→$42,950.50
<-4,295.05>=$38,655.45

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 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 4/25/13

JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.
(CONTRACTOR)

By: _____
ROBERT CLOSNER, PRESIDENT
P.O BOX 170
MERCEDES, TEXAS 78570

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 25TH day of APRIL, 2013.

MARK MARROQUIN
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-22-2015

Notary Public
My Commission expires: 10-22-2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 4/29/13

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: _____ ON 4/30/13
GOODS/SERVICES RECEIVED BY: _____ ON 4/30/13

Exhibit E-C

Exhibit E-C

Jimmy Closner & Sons Const., Co., Inc.	Contractor Name
01/23/13	Starting Date
04/18/13	Project Ending Date
10%	Retainage Percent

Application No:	3 Final
Application Date:	4/26/2013
Period To:	2/28/13 to 4/18/13
Engineer Firm:	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No.1	Payment Application No.2	Payment Application No.3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080141	CASA DE LOS VECINOS	$ 392,013.75	$ 404,263.75	$ 120,090.00	$ 125,960.25	$ 158,213.50	$ 404,263.75	$ -	$ 40,426.38	$ 363,837.37	$ 221,445.22	$ 142,392.15
		$ 392,013.75	$ 404,263.75	$ 120,090.00	$ 125,960.25	$ 158,213.50	$ 404,263.75	$ -	$ 40,426.38	$ 363,837.37	$ 221,445.22	$ 142,392.15

Jimmy Closner & Sons Const. Co., Inc. — Contractor Name

1/23/2013 — Starting Date

4/18/2013 — Project Ending Date

CASA DE LOS VECINOS SUBDIVISION — Engineer's / County Project Description

Application No.: 3 (Final)

Application Date: 4/26/2013

Period To: 3/28/13/13 to 4/18/13

Engineer's / County Project No.: C-CAP-12-197-10-16

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																			
1	100	Preparig ROW	STA	$ 650.00	43.74	$ 28,431.00	$ 650.00	43.74	$ 28,431.00	0.00	0.00	$ -	43.74	43.74	$ 28,431.00	0.00	44	$0.00	$ 28,431.00	0.00	$ -
2	110	Excavation (Roadway)	CY	$ 2.25	8664	$ 19,494.00	$ 2.25	8664.00	$ 19,494.00	8000	8000.00	$ 18,000.00	664	8664	$ 1,494.00	0.00	8,664	$0.00	$ 19,494.00	0.00	$ -
3	247	8" Flex Base (Comp in place) (TY E GR 4)	SY	$ 6.00	16764	$ 100,584.00	$ 6.00	16764.00	$ 100,584.00	6000	6000.00	$ 36,000.00	10764	16764	$ 64,584.00	0.00	16,764	$0.00	$ 100,584.00	0.00	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 4.25	3353	$ 14,250.25	$ 4.25	3353.00	$ 14,250.25	0	0.00	$ -	3353	3353	$ 14,250.25	0.00	3,353	$0.00	$ 14,250.25	0.00	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 8.10	14230	$ 115,263.00	$ 8.10	14230.00	$ 115,263.00	0	0.00	$ -	0	0.00	$ -	14230.00	14,230	$115,263.00	$ 115,263.00	0.00	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,200.00	4.0	$ 4,800.00	$ 1,200.00	4.00	$ 4,800.00	0.0	0.00	$ -	4	4.00	$ 4,800.00	0.00	4	$0.00	$ 4,800.00	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-2)	SY	$ 15.50	30	$ 465.00	$ 15.50	30.00	$ 465.00	0	0.00	$ -	30	30.00	$ 465.00	0.00	30	$0.00	$ 465.00	0.00	$ -
		Total Roadway			$ 283,287.25			$ 283,287.25			$ 54,000.00			$ 114,024.25			$ 115,263.00	$ 283,287.25	$	-
		DRAINAGE																			
11	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 15.50	1031	$ 15,980.50	$ 15.50	1031.00	$ 15,980.50	0	0.00	$ -	0	0	$ -	1,031.00	1,031	$ 15,980.50	$ 15,980.50	0	$ -
12	530	Driveway (Concrete 3000 PSI)	SY	$ 40.00	368	$ 14,720.00	$ 40.00	368.00	$ 14,720.00	0	0.00	$ -	0	0	$ -	368.00	368	$ 14,720.00	$ 14,720.00	0	$ -
13	529	18" Concrete Curb & Gutter	LF	$ 6.80	8920	$ 60,656.00	$ 6.80	8920.00	$ 60,656.00	7,800	7800.00	$ 53,040.00	1120	8,920	$ 7,616.00	0.00	8,920	$ -	$ 60,656.00	0	$ -
14	529	72" Valley Gutter	LF	$ 24.00	180	$ 4,320.00	$ 24.00	180.00	$ 4,320.00	0	0.00	$ -	180	180	$ 4,320.00	0.00	180	$ -	$ 4,320.00	0	$ -
15	464	Convert Grate Inlet To Curb Inlet	EA	$ 1,450.00	9	$ 13,050.00	$ 1,450.00	9.00	$ 13,050.00	9	9.00	$ 13,050.00	0	9	$ -	0.00	9	$ -	$ 13,050.00	0	$ -
16	464	2'X2' Grate Inlet	EA		0	$0.00	$ 1,800.00	5.00	$ 9,000.00							5.00	5	$ 9,000.00	$ 9,000.00	0	$ -
17	473	12" PVC (For Short Side)	LF		0	$0.00	$ 20.00	40.00	$ 800.00							40.00	40	$ 800.00	$ 800.00	0	$ -
18	473	12" PVC (For Long Side)	LF		0	$0.00	$ 30.00	40.00	$ 1,200.00							40.00	40	$ 1,200.00	$ 1,200.00	0	$ -
19	473	12" PVC PVC Connection	EA		0	$0.00	$ 250.00	5.00	$ 1,250.00							5.00	5	$ 1,250.00	$ 1,250.00	0	$ -
		Total Drainage			$ 108,726.50			$ 120,976.50			$ 66,090.00			$ 11,936.00			$ 42,950.50	$ 120,976.50	$	-
		GRAND TOTAL			$ 392,013.75			$ 404,263.75			$ 120,090.00			$ 125,960.25			$ 158,213.50	$ 404,263.75	$	-

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

4/29/13
Date

Exhibit E-D

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 3 CONTRACTOR JIMMY CLOSNER + SONS CONSTRUCTION CO., INC.

PROJECT NO. C-CAP-12-197-10-16 COUNTY HIDALGO DATE WORK BEGAN

TIME COMPUTED FROM DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
April 4-2			Pour Hot Mix on Driveways all Streets Backfill flareouts on driveways
4-8			Pour Hot Mix with paver Rhode Island 8,000 sy
4-9			Pour Hot Mix with paver Pennsylvania st & St Jude Ave finish all 6,230 sy
4-10			Clean up all streets
4-12			Clean up all streets
4-16			Clean up all streets
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 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, 1954

Exhibit E-F

AI-38672 **11. S.**

CC CONSENT

Meeting Date: 05/14/2013

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

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval for payment to project engineer, L&G Consulting Engineers, Inc., Contract #C-07-451-12-26, Invoice #11324427 for FM 493 Project in the amount of $3,292.78.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-431-00-121-049-0-841

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

BUDGETARY IMPACT:

PO#596375 for L&G Consulting Engineers, INC.

Amount available as of 5/10/2013 $153,756.17
Less Invoice #11324427 Payment of $3,292.78
Amount o/s pending to be paid $150,463.39

Attachments

INV# 11324427

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/09/2013 04:46 PM
Budget & Management	Angela Garcia	05/10/2013 08:21 AM
Obdett Calzada	Obdett Calzada	05/10/2013 11:49 AM
Obdett Calzada	Obdett Calzada	05/10/2013 11:50 AM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM

Form Started By: Katia Garcia Started On: 05/08/2013 04:10 PM

Final Approval Date: 05/10/2013

L&G Engineering
Transportation Consultants

May 1, 2013

Hon. A. C. Cuellar
Hidalgo County Commissioner, Pct. #1
Attn: Olga Garza
1902 Joe Stevens
Weslaco, Tx 78596

RE: FM 493 North Work Authorization #1
Contract# C-07-451-12-26/PO# 596375/R233 – L&G Project#071401

Dear Commissioner Cuellar:

Attached for your approval is our invoice for services rendered during the month of April 2013. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
FC 11006 – DESIGN SCHEMATICS		
This task is complete.	L&G	100%
FC 12001 – ENVIRONMENTAL FIELD WORK		
This task is complete.	L&G	100%
FC 12002 – ENVIRONMENTAL DOCUMENTS		
Comments have been received and the document has been partially revised under this task. This task is complete.	L&G	100%
FC 12003 – PUBLIC INVOLVEMENT		
This task is complete.	L&G	100%
FC 12004 – CULTURAL RESOURCES		
L&G has received approval from THC on this project. This task is complete.	L&G	100%
FC 12030 – PUBLIC INVOLVEMENT		
A second public meeting was held in February of 2012 at the Munoz Elementary School. L&G provided all of the Exhibits and the technical support. All documentation has been completed and incorporated into the environmental document. This task is complete.	L&G	100%
FC 13010 – PRELIMINARY RIGHT-OF-WAY MAPPING		
This task is complete.	RODS	100%
FC 15001 – SURVEY PLANS AND DESIGN		
L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted survey, along with preliminary survey control index sheets.	L&G	95%
FC 15010 – SURVEY PLANS AND DESIGN/SUB		
This task is complete.	RODS	100%
FC 15070 – HORIZONTAL & VERTICAL CONTROL/SUB		
This task is complete.	RODS	100%

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

FC 16001 – ROADWAY DESIGN		
Typical sections for an 84' roadway have been finalized. Intersection layouts have been finalized. We finalized the profile and centerline and are finalizing the design cross sections and earthwork. We have adjusted the alignment to minimize impacts to the gas line as well as ROW impacts at Mile 10 1/2. P&P sheets are being finalized for the 90% submittal.	L&G	88%
FC 16100 – DRAINAGE		
We are evaluating each proposed outfall. We are finalizing the storm drain layouts and discharge curves for the outfalls. We are finalizing the U&D sheets with the storm sewer profile for the 90% submittal.	L&G	88%
FC 16200 – PAVEMENT MARKING AND SIGNING		
Pavement marking layouts and signing layouts have been finalized for the 90% submittal.	L&G	88%
FC 16240 – SIGNAL DESIGN/SUB		
Condition diagrams, permanent & temporary signal layouts, flashing beacons, signal phasing, timing charts, electrical charts, intersection markings and wheelchair ramp locations are completed. ETSI is currently finalizing the standards, specs & estimate sheets.	ETSI	85%
FC 16302 – TRAFFIC CONTROL PLAN		
We have completed the TCP typical sections and overall plan and have received concurrence from the TxDOT Safety Review Committee. The "Sequence of Construction" and "TCP General Notes" have been created. We have submitted all of the TCP sheets to TxDOT for concurrence.	L&G	88%
FC 16304 – IRRIGATION		
All irrigation crossings have been identified and existing conditions have been drafted. Coordination with the Donna Irrigation District is ongoing. Additional information needed has been obtained from existing project plans. Existing structure details have been verified. We have resubmitted plan sheets to the Irrigation District and are coordinating the tie-downs.	L&G	88%
FC 16307 – UTILITIES		
Major compensable utilities have been identified and adjustment costs have been analyzed and incorporated into the project. We have developed a compensable utility cost estimate and are verifying proof of property interests by each company. Initial letters have been sent to all utilities found within project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been exposed and tied down in the field. We are identifying possible conflict locations to be exposed by the utility companies. Additional utility letters along with preliminary sheets have been sent to all utility companies for comments and mark-up. Comments continue to be received.	L&G	88%
FC 16400 – CONTRACT MANAGEMENT		
L&G continues to coordinate and manage the work required and is providing County with updates. TCP and cross-sections have been submitted to TxDOT	L&G	88%
FC 32000 – CONSTRUCTION MANAGEMENT		
This task has not begun.	L&G	0%

FC 12002 – ENVIRONMENTAL ASSESSMENT DOCUMENT		
L&G received comments on the environmental document submitted on 06/29/12 from TxDOT on Oct 21, 2012 and responded on Oct 31, 2012 and submitted electronic copy back to TxDOT.	L&G	85%
FC 16400 – CONTRACT MANAGEMENT		
L&G has been updated the Precinct to provide a project status and has been coordinating with TxDOT to keep the project on track. In addition, L&G has provided the precinct with a hard copy of the latest environmental documents.	L&G	75%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

Attachment

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324427
INVOICE DATE: 04/30/13

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

Contract #C-07-451-12-26
PO#596375/R233

JOB: 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2013.						
11006-Design Schem	272,500.00	272,500.00		272,500.00	100.0	
12001-EA Fieldwork	10,000.00	10,000.00		10,000.00	100.0	
12002-EA Documents	57,000.00	57,000.00		57,000.00	100.0	
12003-Public Invmt	3,000.00	3,000.00		3,000.00	100.0	
12004-Cul Resc	20,000.00	20,000.00		20,000.00	100.0	
12030-Public Invmt	20,450.00	20,450.00		20,450.00	100.0	
13010-Prel-ROW Map/S	35,000.00	35,000.00		35,000.00	100.0	
15001-Surv.Plans&Des	25,000.00	25,000.00		25,000.00	100.0	
15010-Surv.Plan/Sub	105,000.00	105,000.00		105,000.00	100.0	
15070-H&V Control/Su	35,200.00	35,200.00		35,200.00	100.0	
16001-Rdwy Design	252,000.00	221,760.00		221,760.00	88.0	30,240.00
16100-Drainage	168,000.00	147,840.00		147,840.00	88.0	20,160.00
16200-Pavt Mrk & Sig	84,000.00	73,920.00		73,920.00	88.0	10,080.00
16240-Signal Design	44,851.29	34,843.83	3,292.78	38,136.61	85.0	6,714.68
16302-Traf Cntrl Pln	84,000.00	73,920.00		73,920.00	88.0	10,080.00
16304-Irrigation	84,000.00	73,920.00		73,920.00	88.0	10,080.00
16307-Utilities	168,000.00	147,840.00		147,840.00	88.0	20,160.00
16400-Contract Mgmt	100,000.00	88,000.00		88,000.00	88.0	12,000.00
32000-Const. Mgnmt	30,948.71				0.0	30,948.71
TOTALS:	1,598,950.00	1,445,193.83	3,292.78	1,448,486.61	90.6	150,463.39
12002-EA Documents	70,000.00	70,000.00		70,000.00	100.0	
16400-Contract Mgnt	20,000.00	20,000.00		20,000.00	100.0	
TOTALS:	1,688,950.00	1,535,193.83	3,292.78	1,538,486.61	90.6	150,463.39

INVOICE RECEIVED BY:
Katia Garcia on 5/2/13
GOODS/SERVICES RECEIVED BY:
Raul Lozano on April 2013

3-1336431-00121-0491-0841
FM493 (MION - SH107)
PO# 596375

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324427
INVOICE DATE: 04/30/13
PAGE: 2

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

Contract #C-07-451-12-26
PO#596375/R233

JOB: 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH

ORIGINAL CONTRACT SUM	$	1,598,950.00
CHANGE BY CHANGE ORDER	$	90,000.00
CONTRACT SUM TO DATE	$	1,688,950.00
TOTAL COMPLETED TO DATE	$	1,538,486.61
LESS PREVIOUS INVOICES	$	1,535,193.83
CURRENT PAYMENT DUE	$	3,292.78

PROJECT MANAGER'S SIGNATURE

ERGONOMIC TRANSPORTATION SOLUTIONS, INC.
11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Tel. (713) 956-9601
Fax: (713) 956-9667

April 24, 2013

Mr. Jacinto Garza, P.E.,
Project Manager
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

Reference: Invoice no. 2010-2-3 – FM 493: Permanent and Temporary Signal Design; Flashing Beacon Design; WA #1

Dear Jacinto:

Attached for your handling is invoice no. 2010-2-3, for services provided in conjunction with the above referenced project. It reflects our effort from May 1, 2012 to April 30, 2013. Also attached is a progress report for the project.

Please let me know if you need additional information.

It is a pleasure working with you.

Sincerely,

Harry C. Simeonidis, P.E.

Attachments

FM_493_JACINTO_G_4_30_13.doc

ERGONOMIC TRANSPORTATION SOLUTIONS, INC.

11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Tel. (713) 956-9601
Fax (713) 956-9667
TAX ID: 76-0583436

INVOICE

APPROVED
By Robert at 3:32 pm, Apr 24, 2013

INVOICE NUMBER: 2010-2-3
INVOICE DATE: 04/30/2013
FOR SERVICES PROVIDED FROM: 5/1/2012
TO: 4/30/2013

TO:
Mr. Jacinto Garza,P.E.
Project Manager
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

PROJECT NAME
FM 493: From Mile 10 Rd to Mile 13 Road
Work Authorization No.1
Permanent and Temporary Signal Design
Flashing Beacon Design

TASK NO.	DESCRIPTION OF SERVICES PROVIDED	% COMPLETE	TOTAL FEE	AMOUNT INVOICED TO DATE	PREVIOUSLY INVOICED AMOUNT	AMOUNT DUE THIS INVOICE
INVOICE SUMMARY	SIGNAL DESIGN	85.03%	$44,851.29	$38,136.61	$34,843.83	$3,292.78
	TOTAL DUE	85.03%	$44,851.29	$38,136.61	$34,843.83	$3,292.78
	TOTAL DUE THIS INVOICE					**$3,292.78**

PLEASE MAKE CHECKS PAYABLE TO:
Ergonomic Transportation Solutions, Inc.
Attn: Harry Simeonidis
P.O. Box 926333
Houston, TX 77292-6333

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU

543

071461
16246

ERGONOMIC TRANSPORTATION SOLUTIONS, INC.

INVOICE

11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Tel. (713) 956-9601
Fax (713) 956-9667
TAX ID: 76-0583436

INVOICE NUMBER: 2010-2-3
INVOICE DATE: 04/30/2013
FOR SERVICES PROVIDED FROM: 5/1/2012
TO: 4/30/2013

TO:
Mr. Jacinto Garza,P.E.
Project Manager
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

PROJECT NAME:
FM 493: From Mile 10 Rd to Mile 13 Road
Work Authorization No.1
Permanent and Temporary Signal Design
Flashing Beacon Design

TASK NO.	DESCRIPTION OF SERVICES PROVIDED	% COMPLETE	TOTAL FEE	EARNED AMNT
	SIGNALS			
1	GENERAL NOTES	85.00	$935.85	$795.47
2	ESTIMATE AND QUANTITIES	85.00	$3,528.52	$2,999.24
3	CONDITION DIAGRAM	90.00	$5,593.58	$5,034.23
4	PROPOSED SIGNAL LAYOUT	85.00	$10,509.08	$8,932.72
5	SIGNAL PHASING AND TIMING	85.00	$3,528.52	$2,999.24
6	ELECTRICAL SCHEDULE	85.00	$4,168.32	$3,543.07
7	INTERSECTION PAVEMENT MARKINGS & RAMPS	85.00	$3,528.48	$2,999.21
8	STANDARD SHEETS LIST	85.00	$882.13	$749.81
9	SPECIFICATIONS LIST	85.00	$365.84	$310.96
10	FIELD INVESTIGATION, COORDINATION & MEETINGS	75.00	$2,666.66	$2,000.00
11	TEMPORARY TRAFFIC SIGNALS	85.00	$8,024.31	$6,820.66
	EXPENSES	85.00	1,120.00	$952.00
	SUBTOTAL	85.03%	$44,851.29	$38,136.61

FM 493
FROM MILE 10 RD TO MILE 13 RD
PERMANENT AND TEMPORARY SIGNAL DESIGN
FLASHING BEACON DESIGN

PROGRESS REPORT AS OF APRIL 30, 2013

ETSI's work progress this month can be summarized as follows:

TASK 1 – General Notes: (85% Complete)
- Task substantially completed

TASK 2 – Estimate and Quantities: (85% Complete)
- Completed calculations of quantity take offs

TASK 3 – Condition Diagrams: (90% Complete)
- Based on TxDOT comments, updated Condition diagrams for all intersections

TASK 4 – Proposed Signal Layouts: (85% Complete)
- Based on TxDOT comments, updated Permanent signal and flashing beacon layouts

TASK 5 – Signal Phasing and Timing: (85% Complete)
- Based on TxDOT comments, updated Signal Phasing and timing charts

TASK 6 – Electrical Schedule: (85% Complete)
- Based on TxDOT comments, updated Electrical charts

TASK 7 – Intersection Pavement Marking and Wheel Chair Ramps: (85% Complete)
- Based on TxDOT comments, updated intersection pavement markings and wheel chair ramps

TASK 8 – Standard Sheets List: (85% Complete)
- Task is completed

TASK 9 – Specifications List: (85% Complete)
- Task is completed

TASK 10 – Field Investigation and Coordination Meetings: (75% Complete)
- Continue coordination with L&G

TASK 11 - Temporary Traffic Signals: (85% Complete)
- Task is complete

PENDING ISSUES:

None. Submitted 95% complete plans